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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523 WJL

Chapter 11

**SECOND AMENDED APPLICATION
FOR ENTRY OF AN ORDER
AUTHORIZING RETENTION OF
DOUGLAS WILSON COMPANIES AS
REAL ESTATE CONSULTANT TO THE
OFFICIAL COMMITTEE OF
UNSECURED CREDITORS**

The Official Committee of Unsecured Creditors (the “**Committee**”) of the Roman Catholic Bishop of Oakland (the “**Debtor**”) files this second amended application (this “**Application**”) for entry of an order, in a form substantially similar to the order attached as **Exhibit A**, under sections 328(a) and 1103(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).



1 authorizing the Committee to retain and employ Douglas Wilson Companies (“**DWC**”) as a real
2 estate consultant to the Committee in the above-captioned chapter 11 case (the “**Chapter 11**
3 **Case**”) effective as of August 5, 2024 (the “**Effective Date**”) pursuant to the terms of the *Second*
4 *Amended and Restated Consulting Agreement* (the “**Consulting Agreement**”), a signed copy of
5 which is attached as **Exhibit B** to this Application. In support of this Application, the Committee
6 submits the *Amended Declaration of Douglas P. Wilson* (the “**Wilson Declaration**”), attached as
7 **Exhibit C**, and represents as follows:¹

8 *Both the Debtor and the United States Trustee have reviewed this Application and*
9 *neither has any objection to entry of the order, in the form attached as Exhibit A, approving it.*

10 **PRELIMINARY STATEMENT**

11 1. The Debtor and the Committee (and the Insurers) are earnestly mediating (the
12 “**Mediation**”) their disputes in an attempt to agree on the treatment of claims filed by survivors of
13 sexual abuse (“**Survivors**”). The Committee Mediation Matters include, among other things, the
14 negotiation of provisions of a plan of reorganization, and resolution of disputes related to
15 distributions to holders of abuse claims and “any other issue necessary to reach an agreement on
16 the terms of a confirmable plan of reorganization.” Mediation Order ¶ 6.

17 2. To agree on the fair and equitable treatment of claims filed by Survivors, the
18 Committee must understand the value of the Debtor’s assets. To that end, the Committee has been
19 conducting an investigation into the nature, scope and value of the Debtor’s assets, along with any
20 claims and causes of action the Committee may assert to increase the size the Debtor’s estate. In
21 furtherance thereof, the Committee has determined that it needs assistance in valuing the real
22 property owned by the Debtor. The Committee thus requests that it be permitted to retain DWC.

23 3. DWC possesses extensive knowledge and expertise in the real estate industry and
24 is well qualified to assist the Committee. DWC specializes in real estate and related advisory
25 services. Accordingly, DWC can provide valuable assistance to the Committee and advance its
26

27 _____
28 ¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the
Order Referring Parties to Mediation, Appointing Mediators, and Granting Related Relief [Docket
No. 810] (the “**Mediation Order**”).

1 goals in valuing the real estate owned by the Debtor, which is unencumbered property that will
2 play a critical role in ongoing mediation and plan negotiations with the Debtor.

3 4. The Committee has identified 231 properties owned by the Debtor (collectively,
4 the “**Properties**,” and each, a “**Property**”) which must be valued for the Committee to understand
5 the assets from which Survivor claims can be satisfied.

6 5. Without an understanding of the value of the Properties, the Committee is
7 hamstrung in making a determination regarding the value that the Debtor can afford to pay to
8 Survivors under a Plan of Reorganization. Accordingly, through this Application, the Committee
9 seeks entry of an order approving its retention of DWC as a real estate consultant to the Committee
10 to provide its opinion on the estimated value of the Properties.

11 **BACKGROUND**

12 6. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and
13 1334. This is a core proceeding within the meaning of 28 U.S.C. §157(b). Venue of this
14 proceeding and this Application in the Court is proper under 28 U.S.C. §§ 1408 and 1409.

15 7. The statutory bases for the relief requested herein are sections 328(a) and 1103(a)
16 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016.

17 8. On May 8, 2023 (the “**Petition Date**”), the Debtor filed a voluntary petition for
18 relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its businesses
19 and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the
20 Bankruptcy Code.

21 9. On May 23, 2023, the Office of the United States Trustee (the “**U.S. Trustee**”)
22 appointed nine survivors of sexual abuse holding claims against the Debtor to serve on the
23 Committee pursuant to section 1102(a)(1) of the Bankruptcy Code. The Committee is charged
24 with representing the interests of all Survivors in this Chapter 11 Case.

25 **BASIS FOR RELIEF REQUESTED**

26 10. Section 1103(a) of the Bankruptcy Code provides that, with the court’s approval,
27 an official committee “may select and authorize the employment by such committee of one or
28 more attorneys, accountants, or other agents, to represent or perform services for such committee.”

1 11 U.S.C. § 1103(a). Bankruptcy Rule 2014(a) authorizes an official committee to submit an
2 application for an order approving the employment of such professionals. Fed. R. Bankr. P.
3 2014(a).

4 11. Official committees of unsecured creditors have been authorized to retain real estate
5 consultants in connection with valuing property in other diocesan bankruptcy cases. *See, e.g., In*
6 *re The Roman Catholic Diocese of Syracuse, New York*, No. 20-30663, ECF No. 541 (Bankr.
7 N.D.N.Y. June 24, 2021) (granting committee application to retain real estate consultant); *In re*
8 *Archbishop of Agana*, No. 19-00010, ECF No. 201 (Bankr. D. Guam June 24, 2019) (same); *In re*
9 *Archdiocese of St. Paul and Minneapolis*, No. 15-30125, ECF No. 224 (Bankr. D. Minn. May 27,
10 2015) (same). Likewise, official committees of unsecured creditors have been authorized to retain
11 real estate consultants in connection with valuing property in other bankruptcy cases arising out of
12 mass torts. *See, e.g., In re Rite Aid Corporation, et al.*, No. 23-18993, ECF No. 3031 (Bankr.
13 D.N.J. April 23, 2024). Diocesan debtors themselves have recognized the importance of valuing
14 their real estate by seeking, and receiving, authority to retain real estate consultants in connection
15 with valuing property in other diocesan bankruptcy cases. *See, e.g., In re Diocese of Buffalo, N.Y.*,
16 No. 20-10322, ECF No. 2356 (Bankr. W.D.N.Y. June 5, 2023) (authorizing Debtor to retain real
17 estate consultant); *In re Norwich Roman Catholic Diocesan Corp.*, No. 21-20687, ECF No. 483
18 (Bankr. D. Conn. Feb. 1, 2022) (same); *In re The Roman Catholic Diocese of Rockville Centre,*
19 *New York*, No. 20-12345, ECF No. 944 (Bankr. S.D.N.Y. Jan. 4, 2022) (same).

20 SERVICES OF DWC

21 12. After careful and diligent inquiry into the qualifications and connections of DWC,
22 the Committee has selected DWC to serve as real estate consultant to provide the Committee with
23 an estimate of the value of the Properties. Such estimate will allow settlement negotiations to
24 continue in earnest among the Committee and the Debtor.

25 13. As set forth in more detail in the Consulting Agreement, DWC will provide the
26 Committee with the following services (the “Services”), utilizing the following assumptions in
27 valuing the Properties:

28

- 1 (a) For each Property that is improved, the Property is listed for sale
2 under an “as-is, where-is” condition with the assumption that the
3 buyer will use or develop the property for its “highest and best use”
4 based off current zoning.
- 5 (b) For each Property that is vacant land:
- 6 (i) an estimate of the value of each Property as if it were listed
7 for sale in “as-is, where-is” condition, with the assumption
8 that the buyer would not upzone the Property; and
- 9 (ii) an estimate of the value of each Property as if it were listed
10 for sale with the assumption that it would be re-zoned by the
11 buyer for its highest and best use, subject to certain
12 constraints, (including local laws and regulations), as set
13 forth in more detail in the Consulting Agreement. In
14 connection with this service, DWC will provide
15 recommendations on how to structure land deals to yield the
16 highest value, and how best to take the Property to market.
- 17 (c) For the 122-acre vacant lot in Livermore, California (the
18 “**Livermore Lot**”):
- 19 (i) DWC will utilize its relationships in the Livermore area and
20 conduct a thorough analysis of, among other things and as
21 set forth in more detail in the Consulting Agreement: current
22 and planned zoning regulations in Livermore; current zoning
23 of parcels adjacent to the Livermore Lot; the processes,
24 timelines and costs associated with rezoning in Livermore;
25 the history of approved and rejected requests for rezoning in
26 Livermore.
- 27 (ii) In connection with the foregoing, DWC will provide a
28 Broker Opinion of Value for three scenarios: as is, where is;
rezoned for highest and best use; and rezone after a full
entitlement.
- (iii) DWC will summarize various deal structures to be used to
negotiate and facilitate the sale of the Livermore Lot.
- (d) Provide any other work necessary to deliver on the Services.

14. The Committee requested that DWC begin work in this Chapter 11 Case immediately upon execution of the Consulting Agreement. Accordingly, the Committee seeks approval of DWC’s retention effective as of the Effective Date, the date of the original Consulting Agreement first filed with the Court. If the Consulting Agreement is not approved by the Court within 30 days of the Effective Date, DWC may terminate the Consulting Agreement.

15. In addition to the Services, DWC may, if requested by the Committee, and agreed to by DWC in its sole and absolute discretion, provide advisory services and/or Litigation Support

1 Services (defined in the Application). Such services are in addition to the work described in the
2 Scope of Work section in the Consulting Agreement. Litigation Support Services (further
3 described below) shall be billed at the schedule of hourly rates for 2024 shown on Exhibit B to the
4 Consulting Agreement.

5 16. Hourly fees will be billed in 6-minute increments. Actual rates are contingent on
6 who renders a specific service. Invoices for DWC's hourly fees will provide a description of the
7 services rendered by each professional as well as the time expended in providing each service
8 (rounded in increments to the nearest tenth of an hour).

9 QUALIFICATIONS OF DWC

10 17. As shown in more detail in the Wilson Declaration, DWC is a California-based
11 corporation that provides specialized real estate services, including business workout and problem
12 resolution, and real estate management services. DWC has more than 35 years of real estate
13 development experience and DWC's founder and CEO Douglas Wilson has extensive experience
14 serving as a state and federal court-appointed fiduciary.

15 18. DWC has provided its services in connection with more than 1,200 projects and
16 assets valued in excess of \$15 billion. Mr. Wilson has worked with many of the most recognized
17 real estate firms, both in and outside of California, as well as institutional investors and both
18 traditional and non-traditional lenders.

19 COMPENSATION OF DWC

20 19. Upon consideration of DWC and Mr. Wilson's decades of experience in court-
21 supervised distressed property situations, the Committee voted to retain DWC and DWC has
22 agreed to provide the Services, under the Consulting Agreement, upon a flat fee arrangement.

23 20. The Committee proposes that DWC be compensated on a flat fee basis, in an
24 amount of \$130,000 (the "DWC Compensation") for this engagement, plus reimbursement of
25 reasonable costs of providing the Services, which reimbursements will be paid upon approval of
26 the Court, or as otherwise permitted by the *Order Authorizing Procedures for Interim*
27 *Compensation and Reimbursement of Expenses of Professionals* [Docket No. 170] ("Interim
28 Compensation Order"). The DWC Compensation is based on the sophistication and experience

1 of each DWC professional expected to contribute to the Services, and the size and complexity of
2 the Services.

3 21. The Consulting Agreement provides that DWC may engage certain independent
4 third-party consultants to assist with the Services, with reimbursement of such amounts also
5 subject to approval by the Court or otherwise in accordance with the Interim Compensation Order.

6 22. Under the Consulting Agreement, the DWC Compensation must be paid in three
7 installments, with the first 50% of the DWC Compensation and 100% of the Consultant Reserve
8 Amount in the amount of \$30,000 to be paid within five days of entry of an order by the Court
9 authorizing entry into the Consultant Agreement. A second instalment of 25% of the DWC
10 Compensation must be paid within five days of the issuance of a 60-day progress report, and the
11 remaining 25% shall be paid within five days of the issuance of DWC's final report in connection
12 with the Services.

13 23. While DWC has agreed to the DWC Compensation on a flat fee basis, DWC's
14 typical hourly rates are:

- 15 • Douglas Wilson Deposition & Testimony: \$650
- 16 • Douglas Wilson as Project Lead: \$575
- 17 • Executive Leadership: \$450
- 18 • Managing Director: \$425
- 19 • Forensic Accounting & Controller: \$375
- 20 • Director: \$350
- 21 • Staff Accounting: \$275
- 22 • Administrative Support: \$175

23 24. As shown in the Wilson Declaration, DWC acknowledges that the payment of any
24 compensation or reimbursement under the Consulting Agreement is subject to this Court's
25 approval and compliance with the Interim Compensation Order, and is subject to the standard of
26 review set forth in section 328(a) of the Bankruptcy Code, except as otherwise provided in the
27 order approving this Application.

28

1 **ADDITIONAL TERMS**

2 25. The Consulting Agreement and proposed order granting same provide for the
3 indemnification of DWC (but not any third party consultants) for claims, losses, damages,
4 liabilities and expenses arising in connection with the Services completed by DWC, except for any
5 claims related to gross negligence or wrongful or intentional acts or omissions committed by DWC
6 (the “**Indemnification Provision**”). The procedures in the proposed order for asserting a claim
7 under the Indemnification Provision are consistent with the procedures approved by the order
8 approving the retention of Kurtzman Carson Consultants LLC in the Chapter 11 Case [Docket No.
9 40].

10 26. In connection with the Indemnification Provision, the Consulting Agreement also
11 provides that, in the event a claim against DWC arises and is asserted in relation to any gross
12 negligence or wrongful or intentional acts or omissions by DWC, damages for such claim would
13 be uncertain and difficult—if not impossible—to accurately estimate. Accordingly, the Consulting
14 Agreement provides that any such claim, if sustained by a court of competent jurisdiction, shall be
15 equal to \$130,000 (the “**Liquidated Damages Provision**”).

16 27. The Indemnification Provision and Liquidated Damages Provision were each
17 heavily negotiated and are the result of extensive arm’s-length negotiations between DWC and the
18 Committee. DWC would not agree to provide its Services without the Indemnification Provision
19 and Liquidated Damages Provision.

20 **STATEMENT OF DISINTERESTEDNESS**

21 28. DWC does not hold or assert a prepetition claim against the Debtor and is not
22 otherwise a creditor of the Debtor. Upon information and belief, neither DWC nor any of its
23 professionals or paraprofessionals represent any interest that is adverse to the Debtor, its estate, its
24 creditors, and the Committee in the matters on which DWC is to be engaged. To the best of the
25 Committee’s and DWC’s knowledge, DWC has no prior connection with the Debtor, its creditors
26 or any other party-in-interest or their respective attorneys or accountants in the matters on which
27 it is to be engaged that would in any way inhibit or disqualify it from representing the Committee.
28 DWC has assessed and agrees to continue to assess all of its client relationships to ensure that it

1 is, and remains, disinterested. In addition, DWC will disclose on an ongoing basis any relationship
2 that may reflect upon its disinterestedness.

3 29. In accordance with Bankruptcy Rule 2016(a), DWC has not shared, or agreed to
4 share, any compensation received in connection with the Chapter 11 Case with any other entity,
5 and should DWC use the Consultant Reserve Amount, it shall be subject to the Court's approval
6 or the Interim Compensation Order.

7 **NOTICE**

8 30. Notice of this Application will be provided to (i) the Office of the United States
9 Trustee for Region 17 (Attn: Jason Blumberg, Esq.); (ii) the Debtor; and (iii) those persons who
10 have formally appeared in this Chapter 11 Case and requested service under Bankruptcy Rule
11 2002.

12 31. The Committee submits that no further notice is required. No previous request for
13 the relief sought herein has been made to this or any other Court.

14 **WHEREFORE**, the Committee requests that the Court approve DWC's employment
15 under the terms specified herein.

16 Dated: August 15, 2024

**The Official Committee of Unsecured Creditors of
The Roman Catholic Bishop of Oakland**

17 By: _____

18
19 Steve Woodall, solely in his capacity as the
20 Chairperson of the Official Committee of
21 Unsecured Creditors and not in his personal
22 capacity
23
24
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28

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2 that may reflect upon its disinterestedness.

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4 share, any compensation received in connection with the Chapter 11 Case with any other entity,
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6 or the Interim Compensation Order.

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10 have formally appeared in this Chapter 11 Case and requested service under Bankruptcy Rule
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13 the relief sought herein has been made to this or any other Court.

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15 under the terms specified herein.

16 Dated: August 15, 2024

**The Official Committee of Unsecured Creditors of
The Roman Catholic Bishop of Oakland**

17 By: 

18 Steve Woodall, solely in his capacity as the
19 Chairperson of the Official Committee of
20 Unsecured Creditors and not in his personal
21 capacity

Exhibit A

Proposed Order

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21 *Counsel for the Official Committee of Unsecured
22 Creditors*

23
24 **UNITED STATES BANKRUPTCY COURT
25 NORTHERN DISTRICT OF CALIFORNIA
26 OAKLAND DIVISION**

27 Case No. 23-40523 WJL

28 *In re:*

Chapter 11

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

**[PROPOSED] ORDER AUTHORIZING
RETENTION OF DOUGLAS WILSON
COMPANIES AS REAL ESTATE
CONSULTANT TO THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS**

Upon consideration of the *Second Amended Application for Entry of an Order Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant to the Official Committee of Unsecured Creditors* (the "**Application**")¹ through which the Official Committee of Unsecured Creditors (the "**Committee**") of the Roman Catholic Bishop of Oakland (the "**Debtor**") seeks

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Application.

1 entry of an order, pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the
2 **“Bankruptcy Code”**) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure,
3 authorizing the Committee to retain and employ Douglas Wilson Companies (**“DWC”**) as a real
4 estate consultant to the Committee; and this Court having reviewed the Application and the *Second*
5 *Amended Declaration of Douglas P. Wilson in Support of the Application for Entry of an Order*
6 *Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant for the Official*
7 *Committee of Unsecured Creditors* (the **“Wilson Declaration”**); and the Court having jurisdiction
8 pursuant to sections 157(a) and (b) and 1334(b) of the Bankruptcy Code to consider the
9 Application and the relief requested therein; and venue being proper in this Court pursuant to
10 sections 1408 and 1409 of title 28 of the United States Code; and the Court being satisfied that
11 notice of the Application and the opportunity for a hearing on the Application was appropriate
12 under the particular circumstances and no further or other notice need be given; and the Court
13 being satisfied, based on the representations made in the Application and the Wilson Declaration,
14 that DWC does not represent or hold any interest adverse to the Debtor or its estate as to the matters
15 upon which DWC have been and are to be employed, and that DWC is a “disinterested person[s]”
16 as such term is defined in section 101(14) of the Bankruptcy Code; and that while employed by
17 the Committee, DWC will not represent any other person or entity having an adverse interest in
18 connection with the Chapter 11 Case; and this Court having determined that the legal and factual
19 bases set forth in the Application and the Wilson Declaration establish just cause for the relief
20 granted herein; and after due deliberation and sufficient cause appearing therefor,

21 **IT IS HEREBY ORDERED THAT:**

- 22 1. The Application is **GRANTED**.
- 23 2. The terms of the Consulting Agreement are approved in all respects, as modified
24 by this Order, and subject to further amendments, as applicable.
- 25 3. DWC is hereby appointed as real estate consultant to the Committee effective as of
26 August 5, 2024 pursuant to the Consulting Agreement, and its compensation is to be fixed and
27 paid as set forth in the Application and the Consulting Agreement.

1 4. Payment of all fees are subject to the approval of the Court and DWC shall submit
2 all fee applications in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy
3 Procedure, Local Rules, and the Interim Compensation Order. For all services provided by DWC
4 on a flat advisory fee basis, DWC shall be subject solely to the standard of review provided for in
5 section 328(a) of the Bankruptcy Code.

6 5. DWC may engage certain independent third-party consultants (“**Consultants**”) to
7 assist with the Project. The Debtor shall pay DWC Thirty Thousand Dollars (\$30,000) for the
8 estimated fees required to be paid to such consultants in the manner set forth below (the
9 “**Consultant Fee Reserve Amount**”). DWC shall (i) to the extent that it uses the services of
10 Consultants in this case, pass through the costs of Consultants to the Debtor at the same rate that
11 DWC pays the Consultants; (ii) seek reimbursement for actual costs only; and (iii) ensure that the
12 Consultants are subject to the same conflict checks and compensation procedures as required for
13 DWC. In connection therewith, DWC shall prepare, and the Committee shall file with the
14 Bankruptcy Court, any such disclosures as required by Bankruptcy Rule 2014. If, at the conclusion
15 of the Term or the termination of the Consulting Agreement, the Consultant Fee Reserve Amount
16 has not been exhausted, the balance of such Consultant Fee Reserve Amount shall be repaid to the
17 Debtor. If the fees to be paid to Consultants exceed the Consultant Fee Reserve Amount, DWC
18 will shall invoice the Committee monthly for reimbursement of any such costs and each such
19 invoice shall be paid upon approval of the Bankruptcy Court or as otherwise permitted by the
20 *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of*
21 *Professionals; provided, however,* that DWC may not incur any expenses arising out of its
22 engagement of Consultants in excess of the Consultant Fee Reserve Amount without the prior
23 written approval of the Committee.

24 6. The Debtor shall pay DWC (i) \$95,000 (representing 50% of the DWC
25 Compensation and entire amount of the Consultant Fee Reserve Amount) within 5 days of entry
26 of this Order, (ii) \$32,500 (representing 25% of the DWC Compensation) within 5 days of the
27 Committee providing notice to the Debtor that it has received a 60-day Project status report by
28

1 DWC, and (iii) \$32,500 (representing the final 25% of the DWC Compensation) within 5 days of
2 the Committee providing notice to the Debtor that it has received the final Project report by DWC.

3 7. If requested by the Committee and agreed to by DWC, in its sole and absolute
4 discretion, DWC is authorized to provide Litigation Support Services (as defined in the
5 Application). Litigation Support Services shall be billed at the schedule of hourly rates for 2024
6 shown on Exhibit B attached to the Application. DWC may modify its hourly rates on ten days
7 written notice to the Committee, the Debtor and the U.S. Trustee. DWC shall bill its time in 6-
8 minute increments and invoices for DWC's hourly fees shall provide a description of the services
9 rendered by each professional as well as the time expended in providing each service (rounded in
10 increments to the nearest tenth of an hour.

11 8. Notwithstanding anything herein to the contrary, the U.S. Trustee retains all rights
12 to respond or object to DWC's interim and final applications for compensation and reimbursement
13 of out-of-pocket expenses on any grounds, including the reasonableness standard under section
14 330 of the Bankruptcy Code, and the Court retains jurisdiction to consider the U.S. Trustee's
15 response or objection to DWC's interim and final fee pursuant to section 330 of the Bankruptcy
16 Code.

17 9. Notwithstanding anything to the contrary in the Consulting Agreement, the Court
18 shall have exclusive jurisdiction over DWC's engagement during pendency of the Chapter 11
19 Case. Any binding or mandatory arbitration provisions, or provisions mandating the payment of
20 attorney's fees for enforcement and/or interpretation of the Consulting Agreement, shall not apply
21 during the Chapter 11 Case.

22 10. The Debtor shall indemnify DWC under the terms of the Consulting Agreement.

23 11. All requests by DWC for the payment of an indemnity claim as set forth in the
24 Consulting Agreement shall be made by means of an application to the Court and shall be subject
25 to review by the Court to ensure that payment of such indemnity conforms to the terms of the
26 Consulting Agreement, and is reasonable under the circumstances of the litigation or settlement in
27 respect of which indemnity is sought, *provided however*, that in no event shall DWC be
28

1 indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty, gross
2 negligence, or willful misconduct.

3 12. Within five days of the Committee receiving (i) the draft report DWC is obligated
4 to provide the Committee within 60 days of the Effective Date and (ii) the final report DWC is
5 obligated to provide the Committee within 90 days of the Effective Date, the Committee shall
6 provide counsel to the Debtor with a copy of each report pursuant to the *Order Referring Parties*
7 *to Mediation, Appointing Mediators, and Granting Related Relief* with all protections provided to
8 documents exchanged in mediation.

9 13. All parties reserve their right to support or oppose the relevancy of DWC's
10 conclusions.

11 14. The Committee reserves the right to seek to retain such other consultants, advisors,
12 professionals and experts that it deems necessary to fulfil its fiduciary duties and the Debtor
13 reserves its rights to oppose such retentions.

14 15. If the Debtor elects to retain a real estate consultant, advisor, professional or expert,
15 the Committee may not oppose the retention on the grounds that such retention is unnecessary;
16 *provided, however*, the Committee reserves all other objections it may have to such retention. By
17 way of example, and not limitation, the Committee may oppose the Debtor's proposed retention
18 based on conflicts or unreasonableness of compensation.

19 16. This Court shall retain jurisdiction to hear and determine all matters arising from
20 or related to the implementation of this Order.

21 17. This Order shall be immediately effective and affordable upon its entry.

22 **END OF ORDER**

23 **APPROVED AS TO FORM:**

24 OFFICE OF THE UNITED STATES TRUSTEE

25
26 By: /s/ Trevor Fehr
27 Trevor Fehr
28 Trial Attorney

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FOLEY & LARDNER LLP

By: /s/ Matthew D. Lee
Matthew D. Lee
Attorneys for the Debtor and
Debtor in Possession

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All ECF Parties

EXHIBIT B

Consulting Agreement

SECOND AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this “**Agreement**”) is entered into as of August 14, 2024, by and between The Official Committee of Unsecured Creditors of The Roman Catholic Bishop of Oakland, a corporation sole (“**Client**”) and Douglas Wilson Companies, a California corporation (“**DWC**”). This Agreement amends and restates the Amended and Restated Consulting Agreement entered into by Client and DWC on August 12, 2024, which amended and restated the Consulting Agreement entered into by Client and DWC on August 5, 2024.

1. DWC’S ENGAGEMENT AND SERVICES.

1.1 **Services and Documentation.** Client hereby retains DWC to provide, and DWC agrees to provide, the services described in attached **Exhibit A** (the “**Services**”) in connection with providing a valuation of the real property and improvements (if any) identified on attached **Schedule A-1** (the “**Project**”). Client understands that the valuations, reports, and other information to be provided by DWC (collectively, “**Documentation**”) are provided for information purposes only and that Client and other parties to which Client delivers such Documentation, are not entitled to, nor should they, rely on such Documentation or the valuations, reports, or information contained therein.

1.2 **Term.** The term of DWC’s engagement commenced on August 5, 2024 (the “**Effective Date**”) and shall continue until the earlier of (i) termination by either party on at least 10 days’ written notice to the other, or (ii) completion of the Services by DWC (the “**Term**”).

1.3 **Bankruptcy Court Matters.** Client shall promptly file an second amended application with the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”) for, and will use its best efforts to obtain, an order approving this Agreement effective as of the Effective Date. With respect to the application and order:

- (i) DWC acknowledges that this Agreement in its entirety will be attached to and made a part of Client’s application to the Bankruptcy Court and will be referenced to in the order.
- (ii) The application shall seek an order authorizing the employment of DWC as of the date of this Agreement, as a professional person pursuant to Sections 328 and 1103 of the Bankruptcy Code (with compensation subject to the standard of review of Section 328(a) of the Bankruptcy Code).
- (iii) If the Bankruptcy Court does not enter an order authorizing the employment of DWC as of the Effective Date of this Agreement reasonably acceptable to DWC, DWC shall have no further obligations under the terms of this Agreement.
- (iv) If Client is unable to obtain such order from the Bankruptcy Court within thirty (30) days after the Effective Date, DWC shall have the right to terminate this Agreement without any obligations or liability under this Agreement.

2. CLIENT'S RESPONSIBILITIES.

Client shall have the following responsibilities in connection with the services to be provided by DWC; *provided, however*, DWC acknowledges and agrees that Client does not have possession, custody or control of most, if not all, of the information relevant to the Project.

2.1 Client shall provide full information regarding the Project to DWC that is in Client's possession or control.

2.2 Client shall designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly.

3. COMPENSATION AND REIMBURSABLE COSTS.

3.1 DWC Compensation. As compensation for the Services rendered for the Project under this Agreement by DWC, pursuant to the Bankruptcy Court order, the Roman Catholic Bishop of Oakland, a corporation sole (the "**Debtor**") shall pay DWC One Hundred Thirty Thousand Dollars (\$130,000) (the "**DWC Compensation**") in the manner set forth in Paragraph 3.4 below.

DWC acknowledges that its fees and expenses are subject to Bankruptcy Court approval. DWC's fees shall be payable solely by the Debtor and under no circumstances shall Client, its members, its counsel, or other advisors, be responsible for payment of DWC's fees and expenses, other than the obligation to seek prompt Bankruptcy Court approval of payment of such fees and expenses.

3.2 Consultant Fees. DWC may engage certain independent third-party consultants ("**Consultants**") to assist with the Project. The Debtor shall pay DWC Thirty Thousand Dollars (\$30,000) for the estimated fees required to be paid to such consultants in the manner set forth in Paragraph 3.4 below (the "**Consultant Fee Reserve Amount**"). DWC shall (i) to the extent that it uses the services of Consultants in this case, pass through the costs of Consultants to the Debtor at the same rate that DWC pays the Consultants; (ii) seek reimbursement for actual costs only; and (iii) ensure that the Consultants are subject to the same conflict checks and compensation procedures as required for DWC. In connection therewith, DWC shall prepare, and Client shall file with the Bankruptcy Court, any such disclosures as required by Bankruptcy Rule 2014. If, at the conclusion of the Term or the termination of this Agreement, the Consultant Fee Reserve Amount has not been exhausted, the balance of such Consultant Fee Reserve Amount shall be repaid to the Debtor. If the fees to be paid to Consultants exceed the Consultant Fee Reserve Amount, DWC will invoice Client monthly for reimbursement of any such costs and each such invoice shall be paid upon approval of the Bankruptcy Court or as otherwise permitted by the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*; *provided, however*, that DWC may not incur any expenses arising out of its engagement of Consultants in excess of the Consultant Fee Reserve Amount without the prior written approval of Client.

3.3 Reimbursement of Project Costs. The Debtor shall also reimburse DWC for any direct and reasonable Project costs advanced by DWC ("**Project Costs**"). DWC shall invoice Client

monthly for reimbursement of any such Project Costs and each such invoice shall be paid upon approval of the Bankruptcy Court or as otherwise permitted by the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*.

3.4 Payment Terms for Compensation. The Debtor shall pay DWC (i) 50% of the DWC Compensation and entire amount of the Consultant Fee Reserve Amount within 5 days of entry of an order by the Bankruptcy Court authorizing Client to enter into this Agreement, (ii) 25% of the DWC Compensation within 5 days of the issuance of a 60-day Project status report by DWC, and (iii) the final 25% of the DWC Compensation within 5 days of the issuance of the final Project report by DWC.

3.5 Additional Services. In addition to the Services, DWC may, if requested by Client and agreed to by DWC in its sole and absolute discretion, provide advisory services and/or litigation support services (including as consulting experts, and, possibly, as testifying experts). Such services are in addition to the work described in the Scope of Work section below. Litigation Support Services (further described below) shall be billed at the schedule of hourly rates for 2024 shown on attached **Exhibit B**.

Hourly fees shall be billed in 6-minute increments. Actual rates are contingent on who renders a specific service. Invoices for DWC's hourly fees shall provide a description of the services rendered by each professional as well as the time expended in providing each service (rounded in increments to the nearest tenth of an hour).

“Litigation Support Services” means reviews of opposing experts' reports and testimony, preparation of expert reports, forensic real property investigations, document reviews, assistance in preparing cross examination, DWC's own file review and preparation for deposition and/or trial testimony, actual testimony, and any other related services.

4. **INDEPENDENT CONTRACTOR.**

DWC is an independent contractor of Client and shall not perform any Services under this Agreement as an employee or agent of Client. Client shall have no right to control or direct the method, details or means by which DWC performs the Services required under this Agreement. DWC shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client. DWC assumes full responsibility for the payment of all taxes pertaining to compensation paid under this Agreement.

5. **INDEMNITY AND LIABILITY.**

5.1 Indemnification of DWC. Subject to certain procedures to assert an indemnification claim set forth in the order approving this Agreement, the Debtor shall indemnify, defend, and hold DWC and its agents, employees, representatives, officers, directors, shareholder, and affiliates (collectively, the ***“DWC Parties”***) harmless from and against all claims, losses, damages, liabilities and expenses, including without limitation, reasonable attorney's fees (***“Claims”***) arising in connection with the Services and/or Project, to the fullest extent permitted by law, except Claims caused solely by the grossly negligent or wrongful and intentional acts or omissions of the DWC

Parties. Debtor's duty to indemnify, defend and hold harmless the DWC Parties shall extend to all Claims arising either during or after the Term. Additionally, Client acknowledges and agrees that DWC Parties does not include any independent third-party consultants, or their representatives or employees, engaged to assist with the Project and DWC shall have no liability related to the services provided by same.

5.2 Indemnification by DWC and Liquidated Damages. DWC shall indemnify and hold Client and its agents and affiliates harmless from and against all Claims arising in connection with the Project and caused solely by the grossly negligent or wrongful and intentional acts or omissions of the DWC Parties. DWC and Client agree that in the event Client holds a Claim against DWC arising out of its gross negligence or wrongful and intentional acts or omissions, Client's damages would be uncertain and difficult (if not impossible) to accurately estimate. Accordingly, DWC and Client agree that any such Claim, if sustained by a court of competent jurisdiction, shall equal One Hundred Thirty Thousand Dollars (\$130,000.00), which is intended by the parties to be, and shall be deemed, liquidated damages.

6. TERMINATION.

If (i) Client fails to perform any of Client's material obligations under this Agreement, and such failure is not cured by Client to DWC's reasonable satisfaction within 10 days after Client receives written notice from DWC specifying the breach and the steps to be taken by Client to cure such breach, or (ii) compensation due to DWC is not paid pursuant to the terms of this Agreement, Client shall be default under this Agreement. Upon such default, DWC shall be entitled to retain any portion of the DWC Compensation paid to date, the right to assert that the balance of the DWC Compensation is due and payable and the right to terminate this Agreement.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered or given by electronic mail with no evidence of a failure to send or be delivered, or (ii) one business day after delivery by overnight courier to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

7.2 Amendment and Waiver. This Agreement may be amended only by a written agreement signed by all parties to this Agreement, which amendment must be approved by the Bankruptcy Court if it materially changes the parties rights and obligations under this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.


7.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns.

7.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a binding Agreement.

7.5 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.6 Jurisdiction. The Bankruptcy Court has and shall retain core jurisdiction to hear and determine all matters arising from the implementation of this Agreement.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

<p><i>CLIENT:</i></p> <p>The Official Committee of Unsecured Creditors of The Roman Catholic Bishop of Oakland, a corporation sole</p> <p>By: _____ Name: _____ Title: _____ Telephone No.: _____ Email: _____</p>	<p><i>DWC:</i></p> <p>Douglas Wilson Companies, a California corporation</p> <p>By:  Name: <u>Douglas Wilson</u> Title: <u>CEO/Chairman</u></p> <p>1620 Fifth Avenue, Suite 400 San Diego, California 92101 Telephone No.: (619) 641-1141 Email: <u>dwilson@dougwilson.com</u></p>
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7.5 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.6 Jurisdiction. The Bankruptcy Court has and shall retain core jurisdiction to hear and determine all matters arising from the implementation of this Agreement.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

CLIENT: The Official Committee of Unsecured Creditors of The Roman Catholic Bishop of Oakland, a corporation sole By: <u>Steven Woodall</u> Name: <u>Steven Woodall</u> Title: <u>Chairman</u> Telephone No.: <u>908 399 0766</u> Email: <u>swoodall@gmail.com</u>	DWC: Douglas Wilson Companies, a California corporation By: _____ Name: _____ Title: _____ 1620 Fifth Avenue, Suite 400 San Diego, California 92101 Telephone No.: (619) 641-1141 Email: _____
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EXHIBIT A

Services

Scope of Work:

DWC understands that the goal of scope of work is to estimate the value of all of the real estate identified on Schedule A-1 attached hereto. DWC has taken careful consideration of the most efficient and effective way to value these properties and will utilize the following assumptions in valuing the properties.

Improved Properties:

- The property is listed for sale under an “as-is, where-is” condition with the assumption that the buyer will use or develop the property for its “highest and best use” based off current zoning.

Vacant Land, only:

Valuation 1:

- The property is listed for sale under an “as-is, where-is” condition, with the assumption that the buyer will not upzone the property and use the property under its current zoning.

Valuation 2:

- The property is listed for sale anticipating a re-zone of the project to highest and best use but under the assumption that the re-zoning is limited to the constraints of the existing community context and complies with standard re-zoning approval processes within the City’s Development Code.
- If applicable, DWC will summarize the re-zoning and entitlement process including timelines, constraints and opportunities.
- DWC will provide recommendations on how to structure land deals to yield the highest value and how best to take the asset to market.

Livermore – Vacant 122 Acres:

Utilizing our relationships in the Livermore area, DWC will facilitate the following:

- Review current zoning and City’s long-term General Plan and update drafts (the City is currently undergoing a General Plan Update as theirs expires in 2025)

- Review the 2023 – 2031 Housing Element
- Review zoning of adjacent parcels
 - What housing density is allowed
 - What is currently built
- Identify the City processes, approvals, costs and timelines, involved in rezoning
 - Develop a check list and schedule
 - Develop a budget for rezoning & entitlement
- Identify resources within the area that have experience rezoning sites within the City of Livermore, for additional intelligence on the City's appetite for:
 - Rezoning
 - Additional housing
 - Needed open space
 - City amenities
- Understand historically what the City has approved and/ or disapproved of in terms of rezoning
 - Reasons for not approving
 - Obstacles and/ or interested parties that may object to a rezone
 - Lawsuits filed in other rezoning projects
- Obtain Broker Opinion of Value's based on the above information for three scenarios:
 - As Is, Where Is
 - Rezoned for highest and best use
 - Rezoned after a full entitlement
- Summarize various deal structures that can be utilized to negotiate and facilitate the sale of the parcel

As part of the valuation process, DWC team members will:

- Review the properties for their current zoning
- Review selected properties for potential rezoning
- Travel to specific properties, as needed, for valuation purposes
- Confer with City Planning Departments for applicable processes regarding re-zoning opportunities
- Work with brokers and/ or appraisers on an as needed basis

- Identify land and asset type sales comparables

Deliverable

- A final written report summarizing the above valuation findings, together with proposed vacant land deal structures, recommendations and all supporting documents.
- A draft report will be finalized and issued within 60 days of the Effective Date. A final report will be finalized and issued within 90 days of the of the Effective Date.

Additional Services

If Client desires to add any other services not specifically addresses herein the terms and fees must be mutually agreed upon and be approved by the Bankruptcy Court.

Schedule A-1

Properties for Valuation
(attached)

Schedule A-1

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
1	Adventus	Adventus Corp (Livermore Property)	902-8-1	3658 Las Colinas Rd	Livermore	Alameda	CA	94551
2	Adventus	All Saints Church	427-21-38	22841 High St	Hayward	Alameda	CA	94541
3	Roman Catholic Bishop Of Oakland	All Saints Church	427-21-31	22824 2nd St	Hayward	Alameda	CA	94541
4	Roman Catholic Bishop Of Oakland	All Saints Church	427-21-55	22824 2nd St	Hayward	Alameda	CA	94541
5	Roman Catholic Bishop Of Oakland	All Saints - Mt St Joseph Cemetery	445-30-1-2	Walpert St	Hayward	Alameda	CA	94541
6	Roman Catholic Bishop Of Oakland	All Saints - Mt St Joseph Cemetery	445-30-601-2	Walpert St	Hayward	Alameda	CA	94541
7	Roman Catholic Bishop Of Oakland	Carmel Of Jesus, Mary & Joseph (Monastery)	572-222-023	68 Rincon Rd	Kensington	Contra Costa	CA	94707
8	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	946-2550-14-8	3999 Bernal Ave	Pleasanton	Alameda	CA	94566
9	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	946-2550-6	844 Bonita Ave	Pleasanton	Alameda	CA	94566
10	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	948-4-4	5750 Sunol Blvd	Pleasanton	Alameda	CA	94566
11	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Augustine	948-4-604	Pleasanton Sunol Rd	Pleasanton	Alameda	CA	94566
12	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Elizabeth Seton	946-4550-17-4	Oakland Ave	Pleasanton	Alameda	CA	94566
13	Roman Catholic Bishop Of Oakland	Catholic Community Of Pleasanton - St Elizabeth Seton	946-4550-3-3	4001 Stoneridge Dr	Pleasanton	Alameda	CA	94588
14	Roman Catholic Bishop Of Oakland	Christ The King Church	149-010-036	Gregory Ln	Pleasant Hill	Contra Costa	CA	94523
15	Roman Catholic Bishop Of Oakland	Christ The King Church	149-010-081	596 Gregory Ln	Pleasant Hill	Contra Costa	CA	94523
16	Roman Catholic Bishop Of Oakland	Christ The King Church	149-010-082	Grayson Rd	Pleasant Hill	Contra Costa	CA	94523
17	Roman Catholic Bishop Of Oakland	Church Of The Assumption	77e-1565-1-11	Fulton Ave	San Leandro	Alameda	CA	94578
18	Roman Catholic Bishop Of Oakland	Church Of The Good Shepherd	088-121-020	3200 Harbor St	Pittsburg	Contra Costa	CA	94565
19	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Fremont	507-305-20-1	37981 2nd St	Fremont	Alameda	CA	94536
20	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Fremont	507-315-17-1	3rd St	Fremont	Alameda	CA	94536
21	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Piedmont	51-4812-11-9	322 Saint James Dr	Piedmont	Alameda	CA	94611
22	Roman Catholic Bishop Of Oakland	Corpus Christi Church - Piedmont	51-4812-12-6	322 Saint James Dr	Piedmont	Alameda	CA	94611
23	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Lawrence O'Toole Church	30-1935-15-1	3725 High St	Oakland	Alameda	CA	94619
24	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Lawrence O'Toole Church	30-1935-17-2	3701 High St	Oakland	Alameda	CA	94619
25	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Paschal Baylon Church	43a-4675-5-25	3700 Dorisa Ave	Oakland	Alameda	CA	94605
26	Roman Catholic Bishop Of Oakland	Divine Mercy Parish - St Paschal Baylon Church	43a-4675-5-27	3700 Dorisa Ave	Oakland	Alameda	CA	94605
27	Roman Catholic Bishop Of Oakland	Holy Spirit - Fremont	501-1470-18-2	3852 Parish Ave	Fremont	Alameda	CA	94536
28	Roman Catholic Bishop Of Oakland	Holy Spirit - Fremont	501-814-672	Central Ave	Fremont	Alameda	CA	94536
29	Roman Catholic Bishop Of Oakland	Holy Spirit - Fremont	501-814-72	Central Ave	Fremont	Alameda	CA	94536
30	Roman Catholic Bishop Of Oakland	Immaculate Heart Of Mary Church	017-050-033	500 Fairview Ave	Brentwood	Contra Costa	CA	94513
31	Roman Catholic Bishop Of Oakland	Immaculate Heart Of Mary Church	017-600-011	1361 Stonehaven Dr	Brentwood	Contra Costa	CA	94513
32	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-075-003	10 E 13th St	Antioch	Contra Costa	CA	94509
33	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-075-004	14 E 13th St	Antioch	Contra Costa	CA	94509
34	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-075-005	18 E 13th St	Antioch	Contra Costa	CA	94509
35	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-181-014	1403 A St	Antioch	Contra Costa	CA	94509
36	Roman Catholic Bishop Of Oakland	Most Holy Rosary Church	065-181-018	1313 A St	Antioch	Contra Costa	CA	94509
37	Roman Catholic Bishop Of Oakland	Our Lady Of Good Counsel	80g-924-6-2	2500 Bermuda Ave	San Leandro	Alameda	CA	94577
38	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-13-4	19710 Anita Ave	Castro Valley	Alameda	CA	94546
39	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-14-3	3425 Somerset Ave	Castro Valley	Alameda	CA	94546
40	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-15-1	3433 Somerset Ave	Castro Valley	Alameda	CA	94546
41	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-16-1	3433 Somerset Ave	Castro Valley	Alameda	CA	94546
42	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84a-116-7-3	19840 Anita Ave	Castro Valley	Alameda	CA	94546
43	Roman Catholic Bishop Of Oakland	Our Lady Of Grace Church	84A-116-7-1	3433 Somerset Avenue	Castro Valley	Alameda	CA	94546
44	Roman Catholic Bishop Of Oakland	Our Lady Of Guadalupe Church (SP)	525-1252-11-3	4358 Bora Bora Ave	Fremont	Alameda	CA	94538
45	Roman Catholic Bishop Of Oakland	Our Lady Of Guadalupe Church (SP)	525-1252-12	4358 Bora Bora Ave	Fremont	Alameda	CA	94538
46	Roman Catholic Bishop Of Oakland	Our Lady Of Lourdes Church	23-419-24-2	2808 Lakeshore Ave	Oakland	Alameda	CA	94610
47	Roman Catholic Bishop Of Oakland	Our Lady Of Mercy Church	558-163-005	301 W Richmond Ave	Richmond	Contra Costa	CA	94801
48	Roman Catholic Bishop Of Oakland	Our Lady Of Mercy Church	558-163-006	311 E Richmond Ave	Richmond	Contra Costa	CA	94801
49	Roman Catholic Bishop Of Oakland	Our Lady Of Mercy Church	558-164-001	Richmond Ave	Richmond	Contra Costa	CA	94801
50	Roman Catholic Bishop Of Oakland	Our Lady Of The Rosary Church	486-15-52-2	703 C St	Union City	Alameda	CA	94587
51	Roman Catholic Bishop Of Oakland	Our Lady Queen Of The World	093-203-022	3155 Winterbrook Dr	Bay Point	Contra Costa	CA	94565
52	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-121-003	2177 Almond Ave	Concord	Contra Costa	CA	94520
53	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-121-004	2159 Almond Ave	Concord	Contra Costa	CA	94520
54	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-124-010	2359 Mount Diablo St	Concord	Contra Costa	CA	94520
55	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-028	2390 Grant St #28	Concord	Contra Costa	CA	94520
56	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-029	Bacon St	Concord	Contra Costa	CA	94520
57	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-030	2250 Bacon St	Concord	Contra Costa	CA	94520
58	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church	112-142-031	2390 Grant St #31	Concord	Contra Costa	CA	94520
59	Roman Catholic Bishop Of Oakland	Queen Of All Saints Church - St Stephen Cemetery	126-201-015	2701 Monument Ct	Concord	Contra Costa	CA	94520
60	Roman Catholic Bishop Of Oakland	Queen Of Heaven Catholic Cemetery & Mortuary	167-360-002	1965 Reliez Valley Rd	Lafayette	Contra Costa	CA	94549
61	Roman Catholic Bishop Of Oakland	Queen Of Heaven Catholic Cemetery & Mortuary	167-360-004	Reliez Valley Rd	Lafayette	Contra Costa	CA	94549
62	Roman Catholic Bishop Of Oakland	Queen Of Heaven Catholic Cemetery & Mortuary	167-360-005	Reliez Valley Rd	Lafayette	Contra Costa	CA	94549
63	Roman Catholic Bishop Of Oakland	Sacred Heart Church	12-1015-2-2	4025 Martin Luther King Jr Way	Oakland	Alameda	CA	94609
64	Roman Catholic Bishop Of Oakland	Santa Maria Church	260-200-003	20 Santa Maria Way	Orinda	Contra Costa	CA	94563
65	Roman Catholic Bishop Of Oakland	Santa Maria Church	260-200-011	30 Santa Maria Way	Orinda	Contra Costa	CA	94563

Schedule A-1

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
66	Roman Catholic Bishop Of Oakland	St Agnes Church	114-260-039	No Address	Concord	Contra Costa	CA	94519
67	Roman Catholic Bishop Of Oakland	St Ambrose Church	60-2402-2	1300 Cornell Ave	Berkeley	Alameda	CA	94702
68	Roman Catholic Bishop Of Oakland	St Ambrose Church	60-2407-19-1	1145 Gilman St	Berkeley	Alameda	CA	94706
69	Roman Catholic Bishop Of Oakland	St Ambrose Church	60-2407-20	1100 Gilman St	Berkeley	Alameda	CA	94706
70	Roman Catholic Bishop Of Oakland	St Andrew Korean Pastoral Center	37a-2733-14-6	6226 Camden St	Oakland	Alameda	CA	94605
71	Roman Catholic Bishop Of Oakland	St Andrew Korean Pastoral Center	37a-2733-17	3226 62nd Ave	Oakland	Alameda	CA	94605
72	Roman Catholic Bishop Of Oakland	St Andrew Korean Pastoral Center	37a-2733-18	3232 62nd Ave	Oakland	Alameda	CA	94605
73	Adventus	St Anne Church - Byron	002-101-007	3959 Holway Dr	Byron	Contra Costa	CA	94514
74	Roman Catholic Bishop Of Oakland	St Anne Church - Byron	003-140-009	2800 Camino Diablo	Byron	Contra Costa	CA	94514
75	Roman Catholic Bishop Of Oakland	St Anne Church - Byron	003-140-010	Camino Diablo	Byron	Contra Costa	CA	94514
76	Roman Catholic Bishop Of Oakland	St Anne Church - Byron	003-140-011	2800 Camino Diablo	Byron	Contra Costa	CA	94514
77	Roman Catholic Bishop Of Oakland	St Anne Church - Union City	483-76-67	Dyer St	Union City	Alameda	CA	94587
78	Roman Catholic Bishop Of Oakland	St Anne Church - Walnut Creek	186-050-006	1600 Rossmoor Pkwy	Walnut Creek	Contra Costa	CA	94595
79	Roman Catholic Bishop Of Oakland	St Anne Church - Walnut Creek	186-050-007	No Address	Walnut Creek	Contra Costa	CA	94596
80	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	19-82-1	2611 E 9th St	Oakland	Alameda	CA	94601
81	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	19-87-14	2602 9th Ave	Oakland	Alameda	CA	94606
82	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	20-166-15-1	1610 15th Ave	Oakland	Alameda	CA	94606
83	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	20-166-16	1532 16th Ave	Oakland	Alameda	CA	94606
84	Roman Catholic Bishop Of Oakland	St Anthony - Mary Help Of Christians Church	20-167-2-3	1535 16th Ave	Oakland	Alameda	CA	94606
85	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-017	971 Ohara Ave	Oakley	Contra Costa	CA	94561
86	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-021	Cypress Rd	Oakley	Contra Costa	CA	94561
87	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-023	Ohara Ave	Oakley	Contra Costa	CA	94561
88	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-100-024	971 Ohara Ave	Oakley	Contra Costa	CA	94561
89	Roman Catholic Bishop Of Oakland	St Anthony Church - Oakley	035-351-022	4501 Fig Ln	Oakley	Contra Costa	CA	94561
90	Roman Catholic Bishop Of Oakland	St Augustine Church	16-1414-23-3	400 Alcatraz Ave	Oakland	Alameda	CA	94609
91	Roman Catholic Bishop Of Oakland	St Augustine Church	16-1414-24-3	414 Alcatraz Ave	Oakland	Alameda	CA	94609
92	Roman Catholic Bishop Of Oakland	St Augustine Church	16-1414-25-2	6404 Dana St	Oakland	Alameda	CA	94609
93	Roman Catholic Bishop Of Oakland	St Bamabas Church	74-443-14	1431 6th St	Alameda	Alameda	CA	94501
94	Roman Catholic Bishop Of Oakland	St Bamabas Church	74-443-15	1427 6th St	Alameda	Alameda	CA	94501
95	Roman Catholic Bishop Of Oakland	St Bede Church	453-30-22-8	26950 Patrick Ave	Hayward	Alameda	CA	94544
96	Roman Catholic Bishop Of Oakland	St Benedict Church	40-3375-12-5	2245 82nd Ave	Oakland	Alameda	CA	94605
97	Roman Catholic Bishop Of Oakland	St Bernard Church	38-3217-1-1	1620 62nd Ave	Oakland	Alameda	CA	94621
98	Roman Catholic Bishop Of Oakland	St Bonaventure Church	120-150-014	5562 Clayton Rd #3	Concord	Contra Costa	CA	94521
99	Roman Catholic Bishop Of Oakland	St Bonaventure Church	120-150-015	5562 Clayton Rd #13	Concord	Contra Costa	CA	94521
100	Roman Catholic Bishop Of Oakland	St Callistus Church	420-140-003	San Pablo Dam Rd	El Sobrante	Contra Costa	CA	94803
101	Roman Catholic Bishop Of Oakland	St Callistus Church	420-140-032	3580 San Pablo Dam Rd	El Sobrante	Contra Costa	CA	94803
102	Roman Catholic Bishop Of Oakland	St Catherine Of Siena Church	372-365-002	606 Mellus St	Martinez	Contra Costa	CA	94553
103	Roman Catholic Bishop Of Oakland	St Catherine Of Siena Church	372-365-003	1100 Estudillo St	Martinez	Contra Costa	CA	94553
104	Roman Catholic Bishop Of Oakland	St Catherine Of Siena Cemetery	372-020-005	Carquinez Scenic Dr	Martinez	Contra Costa	CA	94553
105	Roman Catholic Bishop Of Oakland	St Charles Borromeo Church	99-400-7-18	1315 Lomitas Ave	Livermore	Alameda	CA	94550
106	Roman Catholic Bishop Of Oakland	St Charles Borromeo Church	99-400-7-28	Lomitas Ave	Livermore	Alameda	CA	94550
107	Roman Catholic Bishop Of Oakland	St Clement Catholic Church	78c-800-16	738 Calhoun St	Hayward	Alameda	CA	94544
108	Roman Catholic Bishop Of Oakland	St Columba Church	16-1455-8	6401 San Pablo Ave	Oakland	Alameda	CA	94608
109	Roman Catholic Bishop Of Oakland	St Comelius Church	515-420-001	27th St	Richmond	Contra Costa	CA	94804
110	Roman Catholic Bishop Of Oakland	St David Of Wales Church	523-084-020	5640 Esmond Ave	Richmond	Contra Costa	CA	94805
111	Roman Catholic Bishop Of Oakland	St David Of Wales Church	523-094-010	5641 Esmond Ave	Richmond	Contra Costa	CA	94805
112	Roman Catholic Bishop Of Oakland	St Edward Church	92a-1007-1-4	5788 Thomson Ave	Newark	Alameda	CA	94560
113	Roman Catholic Bishop Of Oakland	St Elizabeth Church	33-2124-27	1464 34th Ave	Oakland	Alameda	CA	94601
114	Roman Catholic Bishop Of Oakland	St Elizabeth Church	33-2124-28	1465 35th Ave	Oakland	Alameda	CA	94601
115	Roman Catholic Bishop Of Oakland	St Felicitas Church	80g-1388-1-1	1604 Manor Blvd	San Leandro	Alameda	CA	94579
116	Roman Catholic Bishop Of Oakland	St Felicitas Church	80g-1395-2-7	1650 Manor Blvd	San Leandro	Alameda	CA	94579
117	Roman Catholic Bishop Of Oakland	St Francis Of Assisi Church	129-121-003	860 Oak Grove Rd	Concord	Contra Costa	CA	94518
118	Roman Catholic Bishop Of Oakland	St Ignatius Of Antioch Church	071-370-024	209 Tanganyka Ct	Antioch	Contra Costa	CA	94509
119	Roman Catholic Bishop Of Oakland	St Ignatius Of Antioch Church	071-370-026	3351 Contra Loma Blvd	Antioch	Contra Costa	CA	94509
120	Roman Catholic Bishop Of Oakland	St Isidore Church	200-152-008	455 La Gonda Way	Danville	Contra Costa	CA	94526
121	Roman Catholic Bishop Of Oakland	St Isidore Church	200-161-001	428 La Gonda Way	Danville	Contra Costa	CA	94526
122	Roman Catholic Bishop Of Oakland	St Isidore Church	200-161-011	432 La Gonda Way	Danville	Contra Costa	CA	94526
123	Roman Catholic Bishop Of Oakland	St Isidore Church	200-161-014	440 La Gonda Way #448	Danville	Contra Costa	CA	94526
124	Roman Catholic Bishop Of Oakland	St Isidore Church	200-162-004	La Gonda Way	Danville	Contra Costa	CA	94526
125	Roman Catholic Bishop Of Oakland	St James The Apostle Church	543-296-6-4	34700 Fremont Blvd	Fremont	Alameda	CA	94555
126	Roman Catholic Bishop Of Oakland	St Jarlath Church	28-904-23-2	2620 Pleasant St	Oakland	Alameda	CA	94602
127	Roman Catholic Bishop Of Oakland	St Jerome Church	504-330-003	Carmel Ave	El Cerrito	Contra Costa	CA	94530
128	Roman Catholic Bishop Of Oakland	St Jerome Church	504-330-005	308 Carmel Ave	El Cerrito	Contra Costa	CA	94530
129	Roman Catholic Bishop Of Oakland	St Joachim Church	432-24-2-5	21250 Hesperian Blvd	Hayward	Alameda	CA	94541
130	Roman Catholic Bishop Of Oakland	St Joan Of Arc Church	209-562-003	2421 Cuenca Dr	San Ramon	Contra Costa	CA	94583

Schedule A-1

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
131	Roman Catholic Bishop Of Oakland	St Joan Of Arc Church	209-562-009	2601 San Ramon Valley Blvd	San Ramon	Contra Costa	CA	94583
132	Roman Catholic Bishop Of Oakland	St John The Baptist Church - El Cerrito	502-240-008	11140 San Pablo Ave	El Cerrito	Contra Costa	CA	94530
133	Roman Catholic Bishop Of Oakland	St John The Baptist Church - El Cerrito	502-240-009	11150 San Pablo Ave	El Cerrito	Contra Costa	CA	94530
134	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-35-2	264 E Lewelling Blvd	San Lorenzo	Alameda	CA	94580
135	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-38-4	202 E Lewelling Blvd	San Lorenzo	Alameda	CA	94580
136	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-41	16620 Ashland Ave	San Lorenzo	Alameda	CA	94580
137	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-43-3	16600 Ashland Ave	San Lorenzo	Alameda	CA	94580
138	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-43-4	16550 Ashland Ave	San Lorenzo	Alameda	CA	94580
139	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-66-1	255 Ano Ave	San Lorenzo	Alameda	CA	94580
140	Roman Catholic Bishop Of Oakland	St John The Baptist Church - San Lorenzo	413-23-67-4	205 Ano Ave	San Lorenzo	Alameda	CA	94580
141	Roman Catholic Bishop Of Oakland	St John Vianney Church	144-230-001	1650 Ygnacio Valley Rd	Walnut Creek	Contra Costa	CA	94598
142	Roman Catholic Bishop Of Oakland	St Joseph Catholic Church	513-401-22	43230 Mission Blvd	Fremont	Alameda	CA	94539
143	Roman Catholic Bishop Of Oakland	St Joseph - Fremont	513-401-622	Mission Blvd	Fremont	Alameda	CA	94538
144	Roman Catholic Bishop Of Oakland	St Joseph - Fremont	513-614-3-5	Mission Blvd	Fremont	Alameda	CA	94538
145	Roman Catholic Bishop Of Oakland	St Joseph - Fremont	513-614-603-5	Mission Blvd	Fremont	Alameda	CA	94538
146	Roman Catholic Bishop Of Oakland	Mission San Jose - St Joseph Cemetery	513-401-21	43266 Mission Blvd	Fremont	Alameda	CA	94539
147	Roman Catholic Bishop Of Oakland	Mission San Jose - St Joseph Cemetery	513-401-72	43148 Mission Blvd	Fremont	Alameda	CA	94539
148	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-1	1900 Encinal Ave	Alameda	Alameda	CA	94501
149	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-2-2	1910 Encinal Ave	Alameda	Alameda	CA	94501
150	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-2-4	1111 Chestnut St	Alameda	Alameda	CA	94501
151	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-267-3-2	Chestnut St	Alameda	Alameda	CA	94501
152	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-273-1	1834 San Antonio Ave	Alameda	Alameda	CA	94501
153	Roman Catholic Bishop Of Oakland	St Joseph Basilica	71-273-20	1822 San Antonio Ave	Alameda	Alameda	CA	94501
154	Roman Catholic Bishop Of Oakland	St Joseph Church - Pinole	401-165-001	Fernandez Ave	Pinole	Contra Costa	CA	94564
155	Roman Catholic Bishop Of Oakland	St Joseph Church - Pinole	401-165-002	2384 Plum St	Pinole	Contra Costa	CA	94564
156	Roman Catholic Bishop Of Oakland	St Joseph The Worker Church	56-2006-1-6	1640 Addison St	Berkeley	Alameda	CA	94703
157	Roman Catholic Bishop Of Oakland	St Leander Church	75-36-47-4	550 W Estudillo Ave	San Leandro	Alameda	CA	94577
158	Roman Catholic Bishop Of Oakland	St Leander - Mt Calvary Cemetery	79-21-19	Van Ave	San Leandro	Alameda	CA	94577
159	Roman Catholic Bishop Of Oakland	St Leander - Mt Calvary Cemetery	79-21-619	Van Ave	San Leandro	Alameda	CA	94577
160	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-13-2	4203 Piedmont Ave	Oakland	Alameda	CA	94611
161	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-16	166 Ridgeway Ave	Oakland	Alameda	CA	94611
162	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-17	168 Ridgeway Ave	Oakland	Alameda	CA	94611
163	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-18-1	176 Ridgeway Ave	Oakland	Alameda	CA	94611
164	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-24	4268 Howe St	Oakland	Alameda	CA	94611
165	Roman Catholic Bishop Of Oakland	St Leo The Great Church	13-1117-25	4272 Howe St	Oakland	Alameda	CA	94611
166	Roman Catholic Bishop Of Oakland	St Louis Bertrand Church	47-5515-8-2	10002 International Blvd	Oakland	Alameda	CA	94603
167	Roman Catholic Bishop Of Oakland	St Margaret Mary Church	23-477-2-3	Excelsior Ave	Oakland	Alameda	CA	94610
168	Roman Catholic Bishop Of Oakland	St Margaret Mary Church	23-477-3-1	3615 Emerson St	Oakland	Alameda	CA	94610
169	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-004	916 Bissell Ave	Richmond	Contra Costa	CA	94801
170	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-005	159 Harbour Way	Richmond	Contra Costa	CA	94801
171	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-006	159 Harbour Way	Richmond	Contra Costa	CA	94801
172	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-007	149 Harbour Way	Richmond	Contra Costa	CA	94801
173	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-008	145 Harbour Way S	Richmond	Contra Costa	CA	94804
174	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-009	137 Harbour Way	Richmond	Contra Costa	CA	94801
175	Roman Catholic Bishop Of Oakland	St Mark Church	538-270-010	131 Harbour Way	Richmond	Contra Costa	CA	94801
176	Roman Catholic Bishop Of Oakland	St Mark Church	540-290-019	124 Harbour Way	Richmond	Contra Costa	CA	94801
177	Roman Catholic Bishop Of Oakland	St Mark Church	540-290-020	10th St	Richmond	Contra Costa	CA	94801
178	Roman Catholic Bishop Of Oakland	St Mark Church	540-290-021	132 Harbour Way S	Richmond	Contra Costa	CA	94804
179	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-016	2039 Mt Diablo Blvd	Walnut Creek	Contra Costa	CA	94596
180	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-017	Bont Ln	Walnut Creek	Contra Costa	CA	94596
181	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-018	2051 Mt Diablo Blvd	Walnut Creek	Contra Costa	CA	94596
182	Roman Catholic Bishop Of Oakland	St Mary Church	184-041-044	1168 Bont Ln	Walnut Creek	Contra Costa	CA	94596
183	Roman Catholic Bishop Of Oakland	St Mary Magdalen Church	60-2452-5-1	2001 Beryman St	Berkeley	Alameda	CA	94709
184	Roman Catholic Bishop Of Oakland	St Mary Magdalen Church	60-2452-5-2	2005 Beryman St	Berkeley	Alameda	CA	94709
185	Roman Catholic Bishop Of Oakland	St Michael Church	97-128-1-1	458 Maple St	Livermore	Alameda	CA	94550
186	Roman Catholic Bishop Of Oakland	St Michael Church	97-130-2-5	2558 3rd St	Livermore	Alameda	CA	94550
187	Roman Catholic Bishop Of Oakland	St Michael Church	97-130-2-6	263 Church St	Livermore	Alameda	CA	94550
188	Roman Catholic Bishop Of Oakland	St Michael Cemetery & Funeral Center	98a-413-11-4	3885 East Ave	Livermore	Alameda	CA	94550
189	Roman Catholic Bishop Of Oakland	St Michael Cemetery & Funeral Center	98a-413-611-4	East Ave	Livermore	Alameda	CA	94550
190	Roman Catholic Bishop Of Oakland	St Monica Church	258-240-015	1001 Camino Pablo	Moraga	Contra Costa	CA	94556
191	Roman Catholic Bishop Of Oakland	St Patrick Church - Oakland	6-7-40	1023 Peralta St	Oakland	Alameda	CA	94607
192	Roman Catholic Bishop Of Oakland	St Patrick Church - Oakland	6-7-41	1005 Peralta St	Oakland	Alameda	CA	94607
193	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-005	7th St	Rodeo	Contra Costa	CA	94572
194	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-006	7th St	Rodeo	Contra Costa	CA	94572
195	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-007	7th St	Rodeo	Contra Costa	CA	94572

Schedule A-1

#	Parcel Owner	Parcel Related To	APN / Parcel #	Street Address	City	County	State	Zip
196	Roman Catholic Bishop Of Oakland	St Patrick Church - Rodeo	357-260-008	719 Vaqueros Ave	Rodeo	Contra Costa	CA	94572
197	Roman Catholic Bishop Of Oakland	St Patrick Mission	368-146-001	2nd St	Port Costa	Contra Costa	CA	94569
198	Roman Catholic Bishop Of Oakland	St Paul Church	411-140-025	Dover Ave	San Pablo	Contra Costa	CA	94806
199	Roman Catholic Bishop Of Oakland	St Perpetua Church	239-070-029	3454 Hamlin Rd	Lafayette	Contra Costa	CA	94549
200	Roman Catholic Bishop Of Oakland	St Peter Martyr Church	085-163-008	740 Black Diamond St	Pittsburg	Contra Costa	CA	94565
201	Roman Catholic Bishop Of Oakland	St Peter Martyr Church	085-163-009	W 8th St	Pittsburg	Contra Costa	CA	94565
202	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	69-84-1-5	3108 Van Buren St	Alameda	Alameda	CA	94501
203	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	69-84-1-6	Van Buren St	Alameda	Alameda	CA	94501
204	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	69-87-7	1357 High St	Alameda	Alameda	CA	94501
205	Roman Catholic Bishop Of Oakland	St Philip Neri - St Albert The Great Church	74-1075-222	1014 Holly St	Alameda	Alameda	CA	94502
206	Roman Catholic Bishop Of Oakland	St Raymond Penafort Church	941-102-1-20	11555 Shannon Ave	Dublin	Alameda	CA	94568
207	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-122-001	4th Ave	Crockett	Contra Costa	CA	94525
208	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-122-006	No Address	Crockett	Contra Costa	CA	94525
209	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-126-001	1116 Starr St	Crockett	Contra Costa	CA	94525
210	Roman Catholic Bishop Of Oakland	St Rose Of Lima Church	354-126-002	4th Ave	Crockett	Contra Costa	CA	94525
211	Roman Catholic Bishop Of Oakland	St Stephen Church	175-252-018-7	1101 Keaveny Court	Walnut Creek	Contra Costa	CA	94597
212	Roman Catholic Bishop Of Oakland	Transfiguration Church	85-5450-11	4000 E Castro Valley Blvd	Castro Valley	Alameda	CA	94552
213	Roman Catholic Bishop Of Oakland	Transfiguration Church	85-5450-12-5	4008 E Castro Valley Blvd	Castro Valley	Alameda	CA	94552
214	Roman Catholic Bishop Of Oakland	Holy Cross Catholic Cemetery	051-100-016	2125 E 18th St	Antioch	Contra Costa	CA	94509
215	Roman Catholic Bishop Of Oakland	Holy Cross Catholic Cemetery	051-170-058	E 18th St	Antioch	Contra Costa	CA	94509
216	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-1-2	1051 Harder Rd	Hayward	Alameda	CA	94542
217	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-19-3	26320 Mission Blvd	Hayward	Alameda	CA	94544
218	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-20	26320 Mission Blvd	Hayward	Alameda	CA	94544
219	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-619-3	26320 Mission Blvd	Hayward	Alameda	CA	94544
220	Roman Catholic Bishop Of Oakland	Holy Sepulchre Cemetery	78c-800-620	26320 Mission Blvd	Hayward	Alameda	CA	94544
221	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-002	2825 Ridge Rd	San Pablo	Contra Costa	CA	94806
222	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-010	Church Ln	San Pablo	Contra Costa	CA	94806
223	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-011	2524 Church Ln	San Pablo	Contra Costa	CA	94806
224	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-018	2560 Church Ln	San Pablo	Contra Costa	CA	94806
225	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-021	Ridge Rd	San Pablo	Contra Costa	CA	94806
226	Roman Catholic Bishop Of Oakland	St Joseph Cemetery & Funeral Center	417-090-022	Ridge Rd	San Pablo	Contra Costa	CA	94806
227	Roman Catholic Bishop Of Oakland	St Mary Cemetery	48a-7002-1	4529 Howe St	Oakland	Alameda	CA	94611
228	Roman Catholic Bishop Of Oakland	St Mary Cemetery	48a-7002-601	4529 Howe St	Oakland	Alameda	CA	94611
229	Furrer Properties Inc	Cooper Chapel	033-2121-001-00	1580 Fruitvale Ave	Oakland	Alameda	CA	94601
230	Furrer Properties Inc	Cooper Chapel	033-2121-030-00	1546 Fruitvale Ave	Oakland	Alameda	CA	94601
231	Furrer Properties Inc	Cooper Chapel	033-2121-031-00	1554 Fruitvale Ave	Oakland	Alameda	CA	94601

EXHIBIT B

COMPENSATION AND COSTS

SCHEDULE OF HOURLY RATES*

Douglas Wilson Deposition & Testimony	\$650
Douglas Wilson as Project Lead	\$575
Executive Leadership	\$450
Managing Director	\$425
Forensic Accounting & Controller	\$375
Director	\$350
Staff Accounting	\$275
Administrative Support	\$175

**REIMBURSABLE COSTS ARE BILLED AT
COST****

Bond
Court Filing Service
Notary
Photocopies
Postage
Notary
Messenger/Overnight Delivery
Travel, Meals, & Expenses

** Rates for specific personnel may vary slightly from the above based on experience levels but will not exceed these values for the given category of work performed. Hourly rates will increase subject to a 3% annual increase effective January 1 of each year.*

*** Other direct costs we incur in connection with our services, such as outside attorneys, accountants and other professionals, may be reimbursable based on the terms of our agreement.*

Exhibit C

Second Amended Wilson Declaration

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523 WJL

Chapter 11

**SECOND AMENDED AND RESTATED
DECLARATION OF DOUGLAS P.
WILSON IN SUPPORT OF
APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING RETENTION
OF DOUGLAS WILSON COMPANIES
AS REAL ESTATE CONSULTANT TO
THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS**

I, Douglas P. Wilson, declare as follows:

1. I am the Founder, Chairman and Chief Executive Officer of Douglas Wilson Companies (“**DWC**”), which offers a full range of services, including real estate valuations and appraisals, and complete workout strategies for companies.

2. This declaration (the “**Declaration**”) amends and restates the amended declaration filed on August 12, 2024 (the “**Prior Declaration**”) which accompanied the *Amended Application for Entry of an Order Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant for the Official Committee of Unsecured Creditors* (the “**Prior Application**”). The only change to my Prior Declaration is referencing the fact that the Prior Application has been amended.

3. This Declaration is made in support of the *Second Amended Application for Entry of an Order Authorizing Retention of Douglas Wilson Companies as Real Estate Consultant for the Official Committee of Unsecured Creditors* (the “**Application**”).¹

4. I have over 35-years of experience in distressed property situations generally, including many court-governed matters extending back several decades. I have worked with many of the most recognized real estate firms. In addition to extensive work with institutional investors and traditional lenders, including non-bank lenders and private equity funds, I have also worked with closely-held companies, family businesses and individual entrepreneurs and investors.

1 5. I have served as a receiver, consultant, or other form of fiduciary on more than
2 1,200 matters, many of which have related to real estate assets. I have extensive experience in
3 distressed property situations generally, including many court-governed matters extending back
4 several decades. I have professional organization memberships with the Urban Land Institute
5 (UDMUC-Blue Council); the National Association of the Federal Equity Receivers; and the
6 California Receivers Forum, the California Bankruptcy Forum — for which I have served as
7 president and treasurer, respectively.

8 6. I serve on the UCSD Real Estate Advisory Board as well as the USD Burnham-
9 Moores Real Estate School; and Lambda Alpha International land economics fraternity. I hold a
10 Bachelor of Arts from the University of Denver. My qualifications are outlined in more detail in
11 my Curriculum Vitae, attached hereto as *Exhibit 1*.

12 7. The Committee has requested the Services from DWC, as set forth in the
13 Consulting Agreement, attached as Exhibit C to the Application, in order to obtain information
14 regarding the value of the Properties, which are set forth in Schedule A-1 to the Consulting
15 Agreement. Specifically, DWC has agreed with the Committee as follows with regard to its
16 retention, subject to the Court’s approval:

17 a. Professional services are to be rendered on a flat fee basis as set forth in the
18 Consulting Agreement. The compensation terms contemplated in the Consulting
19 Agreement are consistent with DWC’s typical fees for work of this nature.

20 b. DWC understands its retention is subject to the Court’s approval and that payment
21 of its fees and reimbursements are subject to Court approval, the Interim
22 Compensation Order, and the standard of review set forth in section 328(a) of the
23 Bankruptcy Code.

24 c. DWC has not received any retainer from any person, or any payment, or any
25 promise of payment in relation to the Chapter 11 Case during the one year period
26 prior to the filing of the Chapter 11 Case. No post-petition compensation has been
27

28 ¹ All capitalized terms used but otherwise not defined in this Declaration shall have the meanings ascribed to them in the Application.

1 paid or promised to be paid from a source other than the estate in the Chapter 11
2 Case.

3 d. Neither the Committee nor its members (or any of their representatives) are or will
4 be liable for fees or costs that DWC incurs in its representation of the Committee.

5 e. Except as set forth in the Consulting Agreement with respect to the Consultant
6 Reserve Amount, there is no agreement between DWC and any other entity for the
7 sharing of compensation received or to be received for services rendered in
8 connection with this case. Should DWC utilize the Consultant Reserve Amount,
9 payments to Consultants shall be subject to the Court's approval on application to
10 the Court consistent with the Bankruptcy Code, Bankruptcy Rules, and the Interim
11 Compensation Order.

12 f. I have reviewed the list of parties-in-interest in the Chapter 11 Case, attached as
13 *Exhibit 2*, and have compared it to the clients of DWC. Based on that review, I
14 have concluded that DWC does not have any conflicts.

15 g. Based on the process referred to above, to the best of my knowledge, information
16 and belief, I am informed to believe as follows:

17 (i) DWC has not had previous contact or ties with the Debtor.

18 (ii) DWC is not a creditor, an equity security holder or an insider of the Debtor.

19 (iii) DWC is a "disinterested person" as that term is defined in section 101(14)
20 of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy
21 Code, and does not hold or represent any interest adverse to the Debtor's
22 bankruptcy estate.

23 (iv) DWC was not owed any sums by the debtor for services rendered or costs
24 advanced on behalf of the Debtor prior to the Petition Date.

25 8. DWC is qualified to provide opinions of the value of both improved and vacant
26 land nationwide, and possesses particular expertise with evaluating properties in the state of
27
28

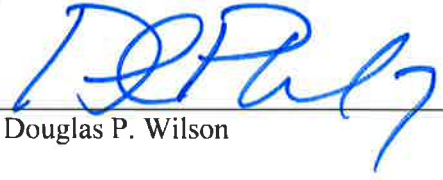
1 California. Accordingly, DWC is qualified to provide an opinion of value of the Properties and to
2 otherwise perform the Services set forth in the Consulting Agreement.

3 9. The Consulting Agreement—including its indemnification provision and the
4 liquidated damages provision—were heavily negotiated at arm’s length.

5 10. DWC would not accept this engagement unless the indemnification provision and
6 the liquidated damages provision were included.

7 11. The foregoing constitutes the verified statement of the person to be
8 employed, required under Rule 2014 of the Bankruptcy Rules.

9 I declare under penalty of perjury that the foregoing is true and correct, and this declaration
10 was executed August 15, 2024 in San Diego, California.

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13 Douglas P. Wilson

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