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*Counsel for the Debtor
and Debtor in Possession*

**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

**THIRD STIPULATION REGARDING
MOTION TO EXTEND DEADLINE TO
ASSUME OR REJECT UNEXPIRED
LEASES OF NONRESIDENTIAL REAL
PROPERTY PURSUANT TO SECTION
365(d)(4) OF THE BANKRUPTCY CODE**

Judge: Hon. William J. Lafferty

1 **INTRODUCTION**

2 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor
3 in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter
4 11 Case”) and the Catholic Cathedral Corporation of the East Bay (“CCCEB” and together with the Debtor
5 the “Parties”), hereby stipulate and agree as follows.

6 **RECITALS**

7 A. The cathedral of the Diocese of Oakland is the Cathedral of Christ the Light (the
8 “Cathedral”) located at 2121 Harrison St., Oakland, California. The Cathedral is part of a complex
9 including a mausoleum, a chancery to serve administrative offices, rectory, other administrative and
10 services offices, conference facilities, and an open plaza (collectively, with the Cathedral, the “Cathedral
11 Center”).

12 B. CCCEB holds legal title to the land and improvements constituting the Cathedral Center.

13 C. The Debtor leases space in the Cathedral Center from CCCEB, including the chancery
14 administrative offices pursuant to a lease agreement with CCCEB (the “Cathedral Lease”).

15 D. The Debtor wishes to extend the time pursuant to 11 U.S.C. § 365(d)(4) for assumption or
16 rejection of non-residential leases of real property as to the Cathedral Lease (the “Lease Assumption
17 Deadline”).

18 E. The Lease Assumption Deadline is currently October 1, 2024, pursuant to the Court’s prior
19 extension orders, dated September 1, 2023 [Docket No. 421], December 18, 2023 [Docket No. 703],
20 February 15, 2024 [Docket No. 883] and March 26, 2024 [Docket No. 1011].

21 F. The Debtor is concurrently filing a motion to further extend the Lease Assumption
22 Deadline (the “Further Extension Motion”) by six months, to April 1, 2025, and intends to set the Further
23 Extension Motion for hearing on September 25, 2024.

24 G. A further extension of the Lease Assumption Deadline requires the consent of CCCEB,
25 pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

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28 STIPULATION

1 **STIPULATION**

2 Based on the foregoing, the Parties hereby stipulate and agree as follows:

3 1. By this stipulation, CCCEB consents to a six-month extension of the Lease Assumption M

4 **SO STIPULATED:**

5 Dated: September 4, 2024

6 FOLEY & LARDNER LLP

7 /s/ Shane J. Moses

8 Shane J. Moses

9 Attorneys for the Debtor

10 **SO STIPULATED:**

11 Dated: September 4, 2024

12 CATHOLIC CATHEDRAL CORPORATION OF THE
13 EAST BAY

14 *M. Lane*

15 By: Michelle M. Lane

16 Its: Secretary

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STIPULATION