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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

**FOURTH 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 uses space in the Cathedral Center from CCCEB, including the chancery
14 administrative offices pursuant to an 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 April 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], March 26, 2024 [Docket No. 1011], and September 25, 2024 [Docket
21 No. 1345].

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

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

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28 STIPULATION

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1. By this stipulation, CCCEB consents to a six-month extension of the Lease Assumption as requested in the Further Extension Motion.

Dated: March 11, 2025

FOLEY & LARDNER LLP

/s/ Shane J. Moses
Shane J. Moses
Attorneys for the Debtor

Dated: March 11, 2025

CATHOLIC CATHEDRAL CORPORATION OF THE
EAST BAY

By: Fr. Lawrence D'Anjou
Its: President