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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

Chapter 11

**SUPPLEMENTAL DECLARATION OF
BRYANT SPARKMAN, ON BEHALF OF CU
ADVISORY CORPORATION**

Judge: Hon. William J. Lafferty

I, Bryant Sparkman, hereby declare as follows:

1. I am the President and Managing Principal with CU Advisory Corporation ("Century Urban").

2. The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, has requested that the Entity provide real estate consulting, brokerage, and advisory services, and Century Urban has agreed to provide those services (the "Services").



3. This declaration supplements my previous declaration attached to the Debtor's *Notice of Supplemental Retention of Ordinary Course Professional CU Advisory Corporation Pursuant to Order (I) Authorizing The Retention and Payment, Effective as of The Petition Date, of Professionals Utilized by The Debtor in The Ordinary Course of Business; and (II) Granting Related Relief* [Docket No. 2220] (the "Prior Declaration").

4. A copy of the Consultant Agreement between the Debtor and Century Urban is attached hereto as **Exhibit A**. Century Urban has entered into similar agreements to provide services to the Roman Catholic Welfare Corporation of Oakland (“**RCWC**”) and Adventus. I understand that the Debtor will not be responsible for paying for any services provided to RCWC or Adventus based on an allocation of services between the Debtor, RCWC, and Adventus.

5. I have reviewed the proposed order for employment of Century Urban being submitted by the Debtor concurrently herewith (the “Proposed Order”). Century Urban agrees to employment pursuant to the terms of its Consultant Agreement with the Debtor as approved by and subject to the Proposed Order.

6. I am not aware of any additional connections to the Debtor, its creditors, the Court, or the office of the U.S. Trustee other than those disclosed in the Prior Declaration and herein.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration and Disclosure Statement was executed on September 8, 2025, at San Francisco, California.

/s/ Bryant Sparkman
Bryant Sparkman

EXHIBIT A

CONSULTANT AGREEMENT

This Consultant Agreement (the “**Agreement**”) is made and entered into as of June 30, 2025 (the “**Effective Date**”) by and between Roman Catholic Bishop of Oakland, a corporation sole (“**Company**”), and CU Advisory Corporation, a California Close Corporation (“**Consultant**” or “**Century Urban**”).

RECITALS

WHEREAS, Company would like to engage Century Urban to provide real estate consulting, brokerage, and advisory services (collectively, the “**Services**”) including asset management support, owner’s representative services, portfolio analysis, brokerage services, disposition strategies, and valuations, in order to evaluate the highest and best use of saleable and developable land and properties (“**Project**”).

WHEREAS, Company desires to retain Consultant and Consultant agrees to be retained by Company to perform consulting and advisory services.

WHEREAS, Company and Consultant desire to define the rights and obligations between the parties with respect to the subject matter hereof.

WHEREAS, Company is currently a debtor in a bankruptcy proceeding, *In re Roman Catholic Bishop of Oakland*, Case No. 23-40523 (the “**Bankruptcy Case**”), pending in the United States Bankruptcy Court for Northern District of California (the “**Bankruptcy Court**”), and its entry into this Agreement is subject to any applicable orders entered in the Bankruptcy Case, as well as the United States Bankruptcy Court, Federal Rules of Bankruptcy Procedure, and any applicable local rules and procedures of the Bankruptcy Court.

NOW THEREFORE, Company and Consultant agree as follows:

1. Terms and Conditions of Engagement.

(a) Term. The term of the Agreement shall commence on the Effective Date and extend for a period of thirty-six (36) months. Company, in its sole discretion, shall have the right, but not the obligation, to continue to retain Consultant beyond the expiration date on such terms as may be mutually satisfactory to the parties at such time. Company shall have the right to terminate Consultant in the event of Consultant’s failure to perform in accordance with the terms of this Agreement (a “**Default**”) provided Company provides Consultant written notice of any such Default and Consultant fails to cure such Default within a period of five (5) business days after receipt of such notice. In addition to the foregoing, Company or Consultant shall have the right to terminate this Agreement for any reason or no reason whatsoever, at its convenience, upon no less than ninety (90) days’ prior written notice to Consultant. In the event the Agreement is terminated early in accordance with its terms, Company shall pay Consultant for all work performed, and commissions for sale transactions negotiated or originated by Consultant, and approved out-of-pocket expenses incurred through the date of termination.

(b) Services. During the term of this Agreement, Consultant agrees to serve as a consultant and to provide real estate consulting and advisory services, which may include, but are

not limited to, the services reflecting within Exhibit A, and other reasonable real estate consulting and advisory services as may be requested by Company.

(c) Compensation.

(i) For all services to be rendered by Consultant under this Agreement, Company shall pay Consultant on a per hour basis for time actually worked by Consultant. Consultant's current hourly billing rates are listed below.

| | |
|--------------------|----------|
| Managing Principal | \$375.00 |
| Principal | \$350.00 |
| Vice President | \$275.00 |
| Financial Analyst | \$225.00 |

Consultant shall issue invoices monthly (as of the last day of each month) that will include hours worked and expenses incurred as defined under (ii) below. Company agrees to pay these invoices within thirty (30) days of receipt. As a one-time event, to commence the engagement, Consultant shall work with Company to identify three or more properties ("Seed Properties") to be sold immediately, and Consultant payments shall be deferred by Consultant until the Seed Properties have been sold to a third party, and the sale proceeds generated will be used to pay outstanding Century | Urban invoices. For the avoidance of doubt, Company shall be required to pay to Consultant all amounts owed within 90 days regardless as to the sale of Seed Properties.

Company will seek to retain Consultant pursuant to the *Order (I) Authorizing the Retention and Payment Effective as of the Petition Date, of Professionals Utilized by the Debtor in the Ordinary Course of Business and (II) Granting Related Relief* [Dkt. No. 263] (the "**OCP Order**") entered in the Bankruptcy Case. Consultant agrees to abide by the terms of the OCP Order, including with respect to the caps on compensation. Company agrees that if needed, it will file a motion to amend the OCP Order to address any payments to Consultant under this Agreement that exceed such caps.

(ii) Company acknowledges and agrees that Consultant may oversee and arrange for the sale of multiple Company -owned properties as reflected within Exhibit B and each property shall be treated as a separate standalone transaction for purposes of calculating the Closing Fee. In consideration thereof, Company agrees to pay to Consultant a fee (the "Closing Fee") in amount equal to fifty basis points (0.50%) of the purchase price paid for each individual property in connection with Company negotiations to sell the properties, less any hourly fees paid pursuant to Section 1(c)(i) for each individual property. For the avoidance of doubt, the Closing fee for each individual property will be less any hourly fees paid for that specific individual property and not in the aggregate for all time and materials billed to Company for all work performed as part of Section 1(c)(i).

(iii) Company shall be liable to Consultant for out-of-pocket expenses including reimbursement of pre-approved travel or lodging that may be required by the Project. All expenses will require pre-approval by Company.

(d) Independent Contractor. Execution of this Agreement and performance of the services hereunder shall not render Consultant an employee, partner, agent of, or joint venturer with Company for any purpose. Consultant is and will remain an independent contractor at all times throughout the term of this Agreement. Nothing in this Agreement shall be interpreted or

construed as creating or establishing the relationship of employer and employee between Company and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. The parties acknowledge that Consultant is free from the control and direction of Company; Consultant performs work that is outside the usual course of the Company's business; and, Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the Company. Consultant shall retain the right to perform services for others during the term of this Agreement.

(e) Consultant Responsible for Taxes. Without limiting any of the foregoing, Company shall not be responsible for federal, state and local taxes, including but not limited to withholding taxes with respect to Consultant's compensation hereunder. Consultant agrees to accept liability for the payment of taxes or contributions for unemployment insurance.

2. Company Confidential Information and Materials. Consultant agrees and acknowledges that the following information and materials in written, oral, photographic, optical or other form and whether now existing or developed or created during the period of Consultant's engagement with Company (the "**Confidential Information**") specific to the Project are confidential to Company and sensitive in nature:

(a) All Information Received from Company. All data, documents, materials, drawings and other information received by Consultant from Company related to the Project shall be considered "Confidential" for purposes of this Agreement whether so marked or not.

(b) Business Plans and Procedures. Internal business procedures and business plans, including, without limitation, product development plans, analytical methods and procedures, other vendor information, purchasing information, financial information, and documentation, which relate to the way Company conducts its business and which is not generally known to the public.

(c) Third Party Information. Any and all information and materials in Company possession or under its control from any other person or entity which Company is obligated to treat as confidential or proprietary.

3. Non-Confidential Information and Materials. Company acknowledges that the following information and materials shall not be considered Confidential Information: (i) information publicly available or generally known within the industries or trades in which Company competes; (ii) information which at the time of disclosure is in the public domain, or which later becomes part of the public domain by publication or otherwise through no breach of this Agreement by Consultant; or (iii) information which Consultant can demonstrate in writing was independently developed by Consultant without any reference to or reliance upon the Confidential Information.

4. Consultant Obligations as to Confidential Information and Materials. During Consultant's engagement by Company, Consultant has had and will have access to the Confidential Information and will occupy a position of trust and confidence regarding Company's affairs and business. Consultant agrees to take the following steps to preserve the confidential and proprietary nature of the Confidential Information:

(a) Non-Disclosure. During Consultant's engagement with Company and at all times after termination of Consultant's engagement with Company, Consultant shall: (i) not use or otherwise permit any person or entity access to any of the Confidential Information or any notes, compilations, analyses, studies, interpretations or any other documents or other embodiment prepared by Consultant that is comprised of or includes any portion of the Confidential Information and (ii) not copy or reproduce any Confidential Information without the express prior written consent of Company in both instances. Consultant understands that the Confidential Information is and shall remain the property of Company.

(b) Prevent Disclosure. Consultant will take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Consultant shall immediately notify Company of any information that comes to its attention which might indicate that there has been a loss of confidentiality of the Confidential Information. In such event, Consultant shall take all reasonable steps within Consultant's power to limit the scope of such loss of confidentiality.

(c) Return All Materials. Upon termination of Consultant's engagement with Company, Consultant will deliver to Company any and all materials embodying any Confidential Information.

5. Enforcement. Consultant understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of any Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of such Confidential Information.

6. Remedies. No remedy conferred on Company or Consultant by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative. The election of one or more remedies by Company or Consultant shall not constitute a waiver of the right to pursue other available remedies. The failure of Company or Consultant to promptly institute legal action upon any breach of this Agreement shall not constitute a waiver of that or any other breach hereof.

7. No Guarantees. Any decisions and assumptions that Consultant makes in performing the Services will be based on information provided and verbal statements made to Consultant, which may be incomplete or which may not be readily verifiable. Company agrees and understands that Consultant cannot and will not make any guarantees or warranties whatsoever concerning the quality of the Services based on unverifiable or incomplete information. Consultant will have no liability to Company for Company's use or application of its work. Further, use of the Services will be strictly limited to Company, and Company acknowledges that the Services can and will only be used as one of many sources of information concerning the Project. Company acknowledges that it may make cost/benefit choices concerning the Services, and that more information may be provided at a greater cost, and that Company has given or will give its informed consent to not incurring that cost in return for such added benefit. Consultant will under no circumstances be liable for the performance of investments made by Company, whether or not Consultant has opined verbally or in writing on any such investment, including but not limited to, financial or legal results of investments.

8. Miscellaneous Provisions.

(a) Assignment and Delegation. Neither Company's nor Consultant's rights under this Agreement shall be assignable. However, Consultant may assign the agreement in the event Consultant elects to sell the company in whole or in part to a third party, such assignment being subject to Company's prior consent.

(b) Prior Disclosures. The parties agree that this Agreement shall apply to any Confidential Information that may have been provided to Consultant by Company prior to the Effective Date hereof.

(c) Severability. This Agreement is intended to be valid and enforceable in accordance with its terms to the fullest extent permitted by law. If any provision of this Agreement is held to be void, invalid, unenforceable or inoperative, by any court of competent jurisdiction, such event shall not affect the validity or enforceability of any and all other provisions hereof, which shall continue and remain in full force and effect as though such void, invalid, unenforceable or inoperative provision had not been a part of this Agreement.

(d) Successors and Assigns. All covenants, representations, warranties and agreements of the parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.

(e) Amendments. This Agreement shall not be modified, amended, changed, supplemented or in any way altered, nor may any obligations hereunder be waived or extensions of time for performance granted, except by an instrument in writing signed by duly authorized agents of Consultant and Company.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Entire and Sole Agreement. This Agreement constitutes the entire understanding and final expression of the agreement between the parties regarding the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written communications.

(h) Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of California excluding the choice-of-law provisions of such laws.

(i) Hold Harmless. Company shall protect, indemnify and hold Consultant harmless from and against any Claim that (i) arises from, grows out of, or is in any way related to a dispute between Company (or any person or entity comprising, in whole or in part) and its past or present partners, investors, agents and/or employees; (ii) arises from, grows out of, or is in any way related to the ongoing litigation or bankruptcy court proceedings; and/or (iii) relates to periods of time prior to the effective date of the Agreement. The terms of this section shall survive the expiration or earlier termination of the Agreement.

(j) Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between any of the parties in connection with this Agreement, then, as between the parties hereto, the prevailing party shall be entitled to recover from the losing party all of its costs, fees and expenses, including, without limitation, court costs and reasonable attorneys' fees.

(j) Notices. All notices, demands, consents, and approvals given under this Agreement shall be in writing and shall be delivered in person, by first class or express mail, telegram or other telegraphic means or facsimile addressed as follows:

If to Company:

Roman Catholic Bishop of Oakland
2121 Harrison Street Suite 100
Oakland, CA 94612

Attention: Attila Bardos

Email: abardos@oakdiocese.org

Attention: Paul Bongiovanni

Email: pbongiovanni@oakdiocese.org

If to Consultant:

CU Advisory Corporation
235 Montgomery Street, Suite 629
San Francisco, CA 94104

Attention: Bryant Sparkman

Email: bsparkman@centuryurban.com

CA DRE 02117473

Either party may change its address or addressee for the purposes of this paragraph by notice. Notice given in accordance with this paragraph shall be deemed given when received.

WHEREFORE, by their signature below, the parties acknowledge that they have reviewed carefully what has been expressed in this document, which they understand is a legally binding document and that the understandings and agreements expressed in this document are binding upon them.

CONSULTANT:

CU Advisory Corporation

By:

Bryant Sparkman

Name: Bryant Sparkman

Title: President and Managing Principal

COMPANY:

Roman Catholic Bishop of Oakland

By:

Attila Bardos

Name: Attila Bardos

Title: Chief Financial Officer

EXHIBIT A – SCOPE OF SERVICES

Included below are the scope of services that will be offered by Century | Urban to the extent requested by Company.

- ❖ Review of existing real estate portfolio, valuations, building(s), land holdings, and other Parish and special purpose real estate assets.
- ❖ Strategic portfolio review and discussion with the Company leadership to identify properties available for disposition in (i) the near term (within 1 year), (ii) mid-term (1 to 2 years), and (iii) longer term (greater than 2 years).
- ❖ Drafting of strategic portfolio management plan in collaboration with the Company for review and approval, including valuations, timeline for sale, and process for selection of third-party brokerage firms.
- ❖ Act as the owner's representative and collaborate with third party consultants, including but not limited to, land use counsel, architects, engineers, architects, developers, and community outreach consultants, etc.
- ❖ Evaluate potential entitlement strategies for select properties and assist with leading and directing the project team based on Company direction and feedback.
- ❖ Perform market research including land sale comps, building sale comps, current market rents for comparable assets, hard costs, soft costs and impact fees for recent developments in the various submarkets.
- ❖ Prepare economic analysis to determine the highest and best economic value of select sites and prepare a written report summarizing findings of the estimated entitled land values, along with the value associated with development.
- ❖ For select properties to be entitled to maximize long term value, run an RFQ/RFP process to select like-minded developers (or operating partners) to fund, entitle and close on projects in the form of an option to purchase agreement, ground lease and/or immediate sale.
- ❖ Interview, hire and manage third party brokers to dispose of properties in an expeditious manner and achieve full market value to maximize sale proceeds.
- ❖ For select properties, conduct an RFP for third party leasing and oversee leasing and marketing strategies with third party brokerage firm, along with negotiation of Letters of Intent ("LOIs") and negotiation of leases, and marketing of the property.
- ❖ Assist the negotiation of Purchase and Sale Agreements ("PSAs") and non-binding Letters of Intent ("LOIs").
- ❖ Monitor the performance and make forward-looking decisions (such as value-add improvements, buy, sell, hold, etc.) on the behalf of the Company to maximize property value and pursue the best risk-adjusted returns.

- ❖ Coordinate with Company management and staff regarding reporting requirements, presentations, financial analysis, and budgeting.
- ❖ Participate in calls with the Company to present and/or review work performed and to discuss open items.
- ❖ Attend meetings and address questions and ad hoc items as may be requested.

EXHIBIT B – PROPERTIES

Important Note: While the Company has exerted extensive effort and vetting to arrive at the properties listed below, properties for disposition/sale are subject to change (additions, deletions, other modifications of scope)



