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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
Docket #2936 Date Filed: 05/13/2026

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The following constitutes the order of the Court.
Signed: May 13, 2026

William J. Lafferty, III
U.S. Bankruptcy Judge

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

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELIEF

Judge: Hon. William J. Lafferty

Date: May 8, 2026
Time: 8:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

This matter coming before the Court for an initial hearing on May 8, 2026 at 8:00 a.m. (the "Interim DIP Hearing") on the *Debtor's Motion For Entry of Interim and Final Orders (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Motion") filed on May 5, 2026 [Docket No. 2885] by 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 bankruptcy case (the "Chapter 11 Case"); brought pursuant to sections 105, 362, 363, 364, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1, 4001-1(a), 4001-1(b), 5005-1, and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of California (the "Local Rules") seeking, among other things:

a. entry of an interim order (this "Interim DIP Order") providing:

(i) authorization for the Debtor, as borrower, to obtain postpetition financing (the "DIP Facility") in the form of a senior secured super-priority debtor-in-possession credit facility pursuant to the terms and conditions of that certain debtor-in-possession financing term sheet among Debtor and the Roman Catholic Cemeteries of the Diocese of Oakland ("RCC" or in its capacity as postpetition lender, the "DIP Lender"), attached as **Exhibit A** hereto (as may be amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms hereof and thereof, the "DIP Term Sheet") and which shall consist of a multi-draw term loan facility with an aggregate principal amount of up to $15,300,000 (the "DIP Loans") from the DIP Lender as follows:

a. ***Interim DIP Loans*.** From the date of this Interim DIP Order until the date the Final DIP Order is entered (the "Interim Period"), the maximum amount of the DIP Loans to be drawn shall be limited to $5,000,000 (the "Interim DIP Loans") subject to compliance with the terms, conditions, and covenants described in the DIP Term Sheet, this Interim DIP Order, and the Approved Budget (defined below) in each case; and,

b. ***Final DIP Loans*.** Upon entry of the Final DIP Order the maximum amount of the DIP Loans to be drawn shall be increased to $15,300,000 (the "Final DIP Loans") subject to compliance with the terms, conditions, and covenants described in the DIP Term Sheet, the DIP Loan Documents, the Final DIP Order, and the Approved Budget in each case.

(ii) authorization of the Debtor to use proceeds of the DIP Facility of the DIP Lender, on an interim basis, solely in accordance with the DIP Term Sheet and this Interim Order;

(iii) authorization for the Debtor to execute and enter into the DIP Term Sheet and to perform its obligations thereunder and all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Term Sheet, including, but not limited to, granting or perfecting liens or security interests by the Debtor in favor of and for the benefit of the DIP Lender on account of the DIP Loans (collectively, the "DIP Obligations");

(iv) the authority and direction for the Debtor to use the proceeds of the DIP Loans as expressly provided in the DIP Term Sheet and solely in accordance with the Approved Budget (defined below);

(v) authorization for the Debtor to pay the principal, interest, fees, expenses and other amounts payable under the DIP Term Sheet as such become earned, due and payable, including, but not limited to, the fees and costs of the DIP Lender's professionals, advisors, and consultants (collectively, the "DIP Lender Reimbursements");

(vi) the granting to the DIP Lender of allowed super-priority claims pursuant to section 364(c)(1) of the Bankruptcy Code payable from and having recourse to all assets of the Debtor or its estate;

(vii) a waiver of (a) the Debtor's right to surcharge the Prepetition Collateral and the DIP Collateral (as defined below) (together, the "Collateral") pursuant to section 506(c) of the Bankruptcy Code, and (b) any right of the Debtor under the "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(viii) modification of the automatic stay of Bankruptcy Code section 362 (the "Automatic Stay") to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents, including this Interim DIP Order;

(ix) a waiver of any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness of the DIP Order; and,

b. the scheduling of a final hearing (the "Final DIP Hearing") to be held on or about May 20, 2026 to consider final approval of the DIP Loans pursuant to a proposed final order (the "Final DIP Order," and, together with this Interim DIP Order, the "DIP Orders"), and in connection therewith, giving and prescribing the manner of notice of the Final DIP Hearing on the Motion; and,

c. such other and further relief as is just and proper.

This Court having considered the Motion, the exhibits attached thereto, the DIP Term Sheet, and the *Declaration of Attila Bardos in Support of Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expenses Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Bardos Declaration"), the evidence submitted, and the record made at the Interim DIP Hearing; and

due, proper and sufficient notice of the Motion and Interim DIP Hearing having been given in accordance with Bankruptcy Rules 4001(b), (c), and (d) and 9014, and Local Rules 2002-1, 4001- 1(a), 4001-1(b), 5005-1, and 9013-1; the Interim DIP Hearing to consider the relief requested in the Motion having been held and concluded; all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by this Court; it appearing to this Court that granting the interim relief requested is necessary to avoid immediate and irreparable harm to the Debtor and its estate (as defined under Bankruptcy Code section 541, the "Estate"), and otherwise is fair and reasonable and in the best interests of the Debtor, its Estate, and its creditors and equity holders, and is essential for the continued operation of the Debtor's business; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

The following shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052.

A. *Jurisdiction and Venue*. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over this Chapter 11 Case, the Motion, the parties, and the Debtor's property. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for this Chapter 11 Case and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief granted herein includes Bankruptcy Code sections 105, 361, 362, 363, 364, 503, and 507, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the applicable Local Rules.

B. *Prepetition Loans from the Prepetition Lender*.

(i) *Prepetition Loan Documents*. Prior to the Petition Date, the Debtor and the DIP Lender (in its role as Prepetition Lender) entered into: 1) that certain Credit Agreement, dated December 27, 2022 (the "RCC Credit Agreement"), and 2) that certain Promissory Note, and not fewer than six (6) separate Deeds of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filings related to six (6) separate properties pledged as collateral for the prepetition debt owed to Prepetition Lender, (such Deeds of Trust being, collectively, the "RCC Security Documents" and together with the RCC Credit Agreement and the Promissory Note, the "RCC Loan Documents").

(ii) As of the Petition Date, the Debtor asserts that it was liable to the DIP Lender, in its role as Prepetition Lender, pursuant to the RCC Loan Documents, in the amount

of $25,795,655.00 in principal and accrued and unpaid interest, plus additional interest, fees, expenses and costs arising pursuant to the terms of the RCC Loan Documents (the "Prepetition Obligations").

(iii) The Debtor asserts that the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations against the Debtor, and are not subject to any avoidance, recharacterization, counterclaim, defense, offset, subordination, other claim, cause of action, or other challenge of any kind or nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise. No payment or transfer made to or for the benefit of, or obligations incurred to or for the benefit of, the Prepetition Lender by or on behalf of the Debtor prior to the Petition Date under or in connection with any of the Prepetition Loan Documents is subject to avoidance, recharacterization, counterclaim, defense, offset, subordination (other than the subordination of the Convertible Note pursuant to the Subordination Agreement), other claim, cause of action, or other challenge of any kind or nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise.

(iv) *Prepetition Collateral*. As more fully set forth in the RCC Security Documents, prior to the Petition Date, the Debtor asserts that it granted to RCC, in its role as a Prepetition Lender, a security interest in the Prepetition Collateral. The Prepetition Obligations are secured by six specified properties and/or parcels of land as set forth specifically in the corresponding Deed of Trust executed in favor of RCC, as well as proceeds, product, and offspring of the aforementioned, as more fully set forth in the RCC Security Documents (the "Prepetition Collateral").

C. Findings Regarding DIP Facility.

i. *Request for Postpetition Financing*. The Debtor seeks authority to enter into and perform under the DIP Term Sheet. The DIP Lender shall have no obligation to make loans or advances except pursuant to the terms and conditions set forth herein and in the DIP Term Sheet and no obligation to waive any conditions required thereunder.

ii. *Need for Postpetition Financing*. The Debtor does not have sufficient liquidity to operate its business in the ordinary course or to continue the process to seek confirmation of the Debtor Plan in this Chapter 11 Case without the financing requested in the Motion. The Debtor's ability to maintain business relationships with vendors, suppliers, and customers, to pay its employees, pay certain fees and expenses as set forth herein, to continue to seek confirmation of the Debtor Plan in this Chapter 11 Case and to otherwise fund its operations is essential to the Debtor's continued viability as the Debtor seeks to maximize and preserve the value of its Estate for the benefit of all creditors of the Estate. The ability of the Debtor to obtain sufficient working capital and liquidity through the proposed DIP Loans with the DIP Lender as set forth in this Interim DIP Order and the DIP Term Sheet is vital to the

preservation and maintenance of the Debtor's operations and the Debtor's ability to maximize value for all stakeholders. If the Debtor does not obtain authorization to borrow under the DIP Term Sheet, it, and its Estate, will suffer immediate and irreparable harm. Accordingly, the Debtor has an immediate need to obtain the DIP Loans to, among other things, permit the orderly continuation of its operations, minimize the disruption of its operations and ability to continue to pursue its reorganization in this Chapter 11 Case, and preserve and maximize the value of the Debtor's Estate in order to maximize value for all creditors of the Estate.

iii. *No Credit Available on More Favorable Terms*. The evidence presented in support of the Motion, including in the Bardos Declaration, establishes the Debtor's assertion that given its current financial condition, financing arrangements, and capital structure, the Debtor has been unable to procure the necessary financing from sources other than the DIP Lender on terms more favorable than those set forth in the DIP Term Sheet. The evidence presented in support of the Motion, including in the Bardos Declaration, further establishes that financing on a postpetition basis from the DIP Lender is not otherwise available without granting to the DIP Lender: (x) automatically perfected security interests in and liens on (each as provided herein) all of the Debtor's existing and after-acquired assets with the priorities set forth herein; (y) superpriority claims and liens; and (z) the other protections to the extent set forth in this Interim DIP Order. After considering all reasonable alternatives, and based on the evidence presented in support of the Motion, including in the Bardos Declaration, the Debtor's conclusion that the DIP Term Sheet, including, without limitation, the DIP Loans, represent the best financing available to it at this time, is a sound and reasonable exercise of the Debtor's business judgment.

iv. *Use of Proceeds of the DIP Facility*. As a condition to entry into the DIP Term Sheet, the extensions of credit under the DIP Loans, the DIP Lender requires, and the Debtor has agreed, that proceeds of the DIP Facility shall be used in accordance with the terms of this Interim DIP Order, the DIP Term Sheet, and the Approved Budget, which shall be subject to Permitted Variances, solely to (such uses below being, collectively, the "Permitted DIP Uses"):

a. provide working capital and for general corporate purposes of the Debtor during the Chapter 11 Case;

b. pay fees, costs and expenses related to the DIP Facility;

c. pay the fees, costs and expenses of the estate professionals retained in the Chapter 11 Case as set forth in the Approved Budget and approved by the Bankruptcy Court;

d. pay fees, costs, and expenses of the DIP Lender, including the fees and expenses of their professionals, advisors, and consultants, including the DIP Lender Reimbursements;

e. and make all permitted payments, pursuant to the Approved Budget or other order of the Court, of costs of administration of the Chapter 11 Case.

v. *The DIP Facility Terms and Conditions are Fair and Reasonable*. Based on the Motion and evidence provided in support thereof, the terms and conditions of the DIP Loans pursuant to the DIP Term Sheet (including the payment of fees and expenses contemplated thereunder) and Interim DIP Order are fair, reasonable, and the best available to the Debtor under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, are supported by reasonably equivalent value and consideration, and were entered into at arm's-length, under no duress, and without undue influence, negligence, or violation of public policy or law.

vi. *Bankruptcy Code Sections 506(c) and 552(b)*. Subject to the entry of the Final DIP Order, in light of (a) the agreement of the DIP Lender to provide the DIP Loans funding the Approved Budget covering the administrative costs projected by the Debtor, the DIP Lender, with respect to the DIP Collateral, and the Prepetition Lender, with respect to the Prepetition Collateral, as applicable, are entitled to a waiver of (I) the provisions of Bankruptcy Code section 506(c), (II) any "equities of the case" claims under Bankruptcy Code section 552(b), and (III) the equitable doctrine of "marshaling" or any similar doctrine.

vii. *Good Faith Pursuant to Section 364(e)*. The terms and conditions of the DIP Term Sheet, including this Interim DIP Order, and the provision of the DIP Loans was negotiated in good faith and at arm's length with the Debtor and the Prepetition Lender with the assistance and counsel of its respective advisors. Credit to be extended under the DIP Loans shall be deemed to have been allowed, made, or extended in good faith by the DIP Lender within the meaning of section 364(e) of the Bankruptcy Code.

viii. *Good and Sufficient Cause Shown*. Good and sufficient cause has been shown for entry of this Interim DIP Order. The ability of the Debtor to obtain sufficient working capital and liquidity under the DIP Term Sheet is vital to the Debtor's Estate and creditors. The relief requested in the Motion is necessary, essential, and appropriate, and is in the best interest of and will benefit the Debtor, its creditors, and its Estate, as its implementation will, among other things, provide the Debtor with the necessary liquidity to (a) minimize disruption to the Debtor's ongoing operations, (b) preserve and maximize the value of the Debtor's Estate for the benefit of all the Debtor's creditors, and (c) maximize and stabilize the value of the Debtor's assets and avoid immediate and irreparable harm to the Debtor, its creditors, its operations, its employees, and its assets. The terms of the DIP Loans are fair and reasonable, reflect the Debtor's exercise of its business judgment, and are supported by reasonably equivalent value and fair consideration.

ix. *Immediate Effectiveness*. Good cause has been shown for immediate effectiveness of this Interim DIP Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-2.

x. *Willingness to Provide Financing*. The DIP Lender has committed to provide financing to the Debtor subject to: (i) entry of this Interim Order; (ii) approval of the terms and conditions of the DIP Facility and the DIP Term Sheet; (iii) satisfaction of the closing conditions set forth in the DIP Term Sheet; and (iv) findings by this Court that the DIP Lender is extending credit to the Debtor pursuant to this Interim Order and the DIP Term Sheet in good faith, and that the DIP Lender's claims, superpriority claims, security interests, and liens and other protections granted pursuant to this Interim Order and the DIP Term Sheet will have the protections provided by section 364(e) of the Bankruptcy Code.

xi. *Notice*. Notice of the Interim DIP Hearing and the relief requested in the Motion has been provided by the Debtor, whether by facsimile, email, overnight courier, or hand delivery, to certain parties in interest, including: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the DIP Lender; (d) counsel to the Prepetition Lender; and (e) financial institutions where the Debtor holds bank accounts. Under the circumstances, the notice given by the Debtor of the Motion, the relief requested therein, and the Interim DIP Hearing is appropriate notice thereof and complies with Bankruptcy Rules 4001(b) and (c) and the Local Rules, and no further notice of the relief granted herein is necessary or required.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. *Motion Approved*. The Motion is granted in accordance with the terms of this Interim DIP Order. Entry into the DIP Term Sheet is authorized and approved. All objections to and reservations of rights with respect to the Motion and to the entry of this Interim DIP Order to the extent not withdrawn or resolved are hereby overruled on the merits in their entirety.

2. *Authorization of the Interim DIP Loan and the DIP Term Sheet*.

a. The Interim DIP Loan is hereby approved. The Debtor is hereby authorized to execute, issue, deliver, enter into, and adopt the DIP Term Sheet. The Debtor is hereby authorized to borrow money pursuant to the DIP Term Sheet and request draws under the DIP Facility, in accordance with the terms of this Interim DIP Order, the DIP Term Sheet, and the Approved Budget, which shall be subject to Permitted Variances, in an aggregate principal amount of up to $5,000,000. The Debtor may draw such amounts as are necessary and agreed to by the DIP Lender subject to the conditions set forth in the Approved Budget and this Interim DIP Order.

b. In furtherance of the foregoing and without further approval of this Court, the Debtor is authorized to perform all acts, to make, execute, and deliver all instruments and documents that may be necessary or required for performance by the Debtor under the DIP Term Sheet and the creation and perfection of the DIP Liens described in, provided for, and automatically perfected by this Interim DIP Order and the DIP Term Sheet. The Debtor is hereby authorized to pay, in accordance with this Interim DIP Order, the principal, interest, fees, expenses, and other amounts described in the DIP Term Sheet as such become due and without need to obtain further Court approval, including, without limitation, the fees set forth in the DIP Term Sheet, including the DIP Lender Reimbursements. All fees set forth in the DIP Term Sheet shall be fully earned upon entry of this Interim DIP Order and payable in accordance with the DIP Term Sheet and shall not be subject to any offset, defense, claim, counterclaim or diminution of any type, kind or nature whatsoever.

c. The DIP Term Sheet is a valid and binding obligation of the Debtor, enforceable against the Debtor and its Estate in accordance with its terms, and subject to the terms of this Interim DIP

Order. The DIP Term Sheet and this Interim DIP Order constitute and evidence the validity and binding effect of the DIP Obligations of the Debtor, which DIP Obligations shall be enforceable, jointly and severally, against the Debtor, its Estate, and any successors thereto, including, without limitation, any trustee or other estate representative appointed in this Chapter 11 Case or any case under chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case (the "Successor Case"). No obligation, payment, transfer, or grant of a security or other interest to the DIP Lender under the DIP Term Sheet or this Interim DIP Order shall be stayed, restrained, avoidable, voidable, or recoverable under the Bankruptcy Code or any applicable law (including, without limitation, under Bankruptcy Code section 502(d)), or subject to any defense, reduction, setoff, recoupment, or counterclaim of any kind.

d. From and after the entry of this Interim DIP Order, the Debtor is authorized to use extensions of credit under the DIP Facility only for the purposes specifically set forth in this Interim DIP Order and the DIP Term Sheet, and in compliance with the Approved Budget. The Debtor is authorized, subject to the satisfaction of the conditions set forth in the DIP Term Sheet to draw upon the DIP Loans to (a) pay fees, costs, and expenses incurred in connection with the transactions contemplated by the DIP Term Sheet; (b) pay other administrative costs incurred in connection with the Chapter 11 Case consistent with the Approved Budget, which shall be subject to Permitted Variances; and (c) pay for other working capital and general corporate purposes of the Debtor consistent with the Approved Budget, which shall be subject to Permitted Variance.

3. *Non-Material and Material or Adverse DIP Amendments*. Subject to the terms and conditions of the DIP Term Sheet, the Debtor and the DIP Lender may make amendments, modifications, or supplements to any DIP Loan Document(s) that are either non- material or non-adverse to the Debtor, and the DIP Lender may waive, in its sole discretion, any provisions in the DIP Term Sheet, without further approval of the Court; *provided, however,* that the Debtor shall file a notice on the Court's docket of any such amendment, modification, supplement or waiver, not more than three (3) Business Days after the effective date thereof. Any amendments, modifications, or supplements to the DIP Term Sheet, other than as set forth in the preceding sentence (collectively, "Material or Adverse DIP Amendments"), that are agreed to by the Debtor and the DIP Lender, as applicable, in accordance with the terms of the DIP Term Sheet shall be filed with the Court, and the Debtor shall provide prior written notice of such Material

or Adverse DIP Amendment to the United States Trustee and the Committee. If no party in interest files an objection to the Material or Adverse DIP Amendment with the Court within three (3) Business Days from the date the notice of the Material or Adverse DIP Amendment is filed with the Court, the Debtor and the DIP Lender are authorized and empowered to execute, deliver, and implement, in accordance with the terms of the DIP Term Sheet, such Material or Adverse DIP Amendment, without further notice, hearing, or approval of this Court. Any Material or Adverse DIP Amendment subject to a timely and unresolved objection must be approved by the Court to be effective.

4. *Approved Budget.*

a. *Compliance with Approved Budget*. The Debtor and the DIP Lender have agreed to an Approved Budget setting forth all projected cash receipts and cash disbursements on a weekly basis, a copy of which is attached to the DIP Term Sheet as Exhibit 1. The Approved Budget includes and contains the Debtor's reasonable estimate of all operational receipts and all operational disbursements, fees, costs and other expenses that will be payable, incurred and/or accrued by the Debtor during the period covered by the Approved Budget. Beginning the Wednesday of the second full week following the date of this Interim DIP Order and every first Wednesday of each calendar month thereafter (each such Wednesday, a "Variance Report Date"), the Debtor shall deliver to the DIP Lender a line-by-line variance report (each, a "Variance Report") setting forth, in reasonable detail, any differences between actual disbursements for each such line item for the prior month period versus projected disbursements set forth in the Approved Budget for each such line item for such period (such difference with respect each line item, a "Line-Item Variance") and on a cumulative basis for the period from the Petition Date to the report date. The Variance Report shall also provide a reasonably detailed explanation for any variance.

b. *Permitted Variance.* With respect to operating disbursements only, the Debtor shall not permit any Line-Item Variance that is unfavorable to the DIP Lender, in the reasonable sole and absolute discretion of the DIP Lender, to exceed ten percent (10%) (such permitted variance with respect to operating disbursements only, the "Permitted Variance" and, such limitation on operating disbursements only, the "Budget Covenant"). Any unused expenditure amounts, not receipts, in the Budget during any one-week period may be carried forward. Notwithstanding the foregoing, without the prior written consent of the DIP Lender, no other variance of the amounts set forth in the Approved Budget

is pre-authorized. For the avoidance of doubt, DIP Lender Reimbursements and Allowed Professional Fees (as defined below) shall not be considered operating disbursements.

5. *Superpriority Claims*. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall be allowed claims against the Debtor, jointly and severally, with priority over any and all administrative expenses (the "Superpriority DIP Claims"), including, without limitation, any administrative expense claims on account of any postpetition intercompany transactions by and among the Debtor, diminution claims and all other claims against the Debtor, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b), and over any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 552(b), 726, 1113, or 1114, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which Superpriority DIP Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtor and its Estate and all proceeds thereof including, subject to the entry of the Final DIP order, the proceeds of the Debtor's Avoidance Actions (such proceeds being referred to herein as "Avoidance Proceeds"). No claims (including, without limitation, any priority claims) are, or will be, senior to, prior to, or *pari passu* with the Superpriority DIP Claims or any of the DIP Obligations or with any of the other claims of the DIP Lender arising hereunder or under the DIP Term Sheet or otherwise in connection with the DIP Loans.

6. *DIP Liens and DIP Collateral*. As security for the DIP Obligations, effective and perfected automatically upon entry of this Interim DIP Order, pursuant to Bankruptcy Code sections 364(c)(2), 364(c)(3), and 364(d), and without the necessity of the execution by the Debtor (or recordation or other filing or notice) of security agreements, control agreements, pledge agreements, financing statements, mortgages, schedules or other similar documents, or the possession or control by the DIP Lender of any property, the DIP Lender is hereby granted a valid, binding, continuing, enforceable, fully perfected first priority lien on, security interest in, and mortgages upon the specific parcels of real property described on **Exhibit B** hereto (the "DIP Collateral") pursuant to this Interim DIP Order and the DIP Term Sheet (the "DIP Liens").

7. *Limitations on Charging Expenses Against Collateral.*

a. Subject to the Approved Budget, as otherwise set forth in this Interim DIP Order or as otherwise provided in the DIP Term Sheet, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Case at any time shall be charged against or recovered from the DIP Lender or any of its claims or the DIP Collateral, as the case may be, pursuant to Bankruptcy Code section 506(c) or any similar principle of law, without the prior written consent of the DIP Lender and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender.

b. Subject to the Approved Budget, as otherwise set forth in this Interim DIP Order or as otherwise provided in the DIP Term Sheet, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Case at any time shall be charged against or recovered from the Prepetition Lender or any of its respective claims or the Prepetition Collateral, as the case may be, pursuant to Bankruptcy Code section 506(c), or any similar principle of law, without the prior written consent of the Prepetition Lender and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Lender.

8. *Limitations Under Bankruptcy Code Section 552(b).* The Prepetition Lender shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b) and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the Prepetition Lender with respect to proceeds, products, or offspring of any of the Prepetition Collateral.

9. *Use of DIP Loan Proceeds.* Subject to the terms and conditions of the DIP Term Sheet and this Interim DIP Order, and in accordance with the Approved Budget, which shall be subject to Permitted Variances, the Debtor is hereby authorized to use the proceeds of the DIP Loans and the DIP Collateral until the DIP Termination Date (as defined below) for working capital and general corporate purposes, including interest, fees, costs, and expenses related to this Chapter 11 Case, the DIP Loan, and the DIP Term Sheet; *provided*, that nothing in this Interim DIP Order shall authorize, other than in the ordinary course of the Debtor's business, the sale, transfer, lease, encumbrance, or other disposition of any assets of the Debtor or its Estate without the prior written consent of the DIP Lender (and no such consent or direction shall be implied from any other action, inaction, or acquiescence by any DIP Lender

or any order of this Court), except as permitted in the DIP Term Sheet and this Interim DIP Order and approved by the Court to the extent required under applicable bankruptcy law.

10. *Continuation of Prepetition Liens*. Until the Debtor has paid in full all Prepetition Obligations, all liens and security interests of the Prepetition Lender shall remain valid and enforceable with the same continuing priority as described herein.

11. *Perfection of DIP Liens*. This Interim DIP Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including the DIP Liens, without the necessity of filing or recording financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction, taking possession of or control over, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens. Notwithstanding the foregoing, the DIP Lender is hereby authorized, but not required, to file or record financing statements, mortgages, notices of lien or similar instruments in any jurisdiction, taking possession of or control over, or take any other action, as they may elect, in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Lender chooses to file such financing statements, mortgages, notices of lien or similar instruments in any jurisdiction, take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to it hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute, or subordination immediately upon entry of this Interim DIP Order. A certified copy of this Interim DIP Order may, in the discretion of the Prepetition Lender, as the case may be, be filed with any filing or recording office or with any registry of deeds or similar office, and accordingly, each officer is authorized to accept such certified copy of this Interim DIP Order for filing and recording.

12. *Appropriateness of Liens.* The DIP Liens granted pursuant to this Interim DIP Order to the DIP Lender are appropriate under Bankruptcy Code section 364(d) because the grant of the DIP Liens hereunder is otherwise in compliance with Bankruptcy Code section 364(d).

13. *Evidence of Liens*. The Debtor shall execute and deliver promptly to the Prepetition Lender, as the case may be, all such financing statements, mortgages, control agreements, notices, and

other documents as the DIP Lender, as the case may be, may reasonably request to evidence, confirm, validate, or perfect the DIP Liens.

14. *Preservation of Rights Granted Under this Interim DIP Order*. The DIP Liens, the Superpriority DIP Claims, and any liens permitted pursuant to the DIP Term Sheet, no claim or lien having a priority senior to or *pari passu* with those granted by this Interim DIP Order to the Prepetition Lender shall be granted or allowed while any portion of the DIP Obligations, including the Superpriority DIP Claims, remain outstanding, and the DIP Liens shall not be subject to or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtor's Estate under Bankruptcy Code section 551 or subordinated to or made *pari passu* with any other lien or security interest approved by the Court, whether under Bankruptcy Code section 364(d) or otherwise.

15. *Enforceability of DIP Obligations*. Subject to entry of the Final DIP Order, if any or all of the provisions of this Interim DIP Order are hereafter reversed, modified, vacated, or stayed, such reversal, stay, modification, or vacatur shall not affect (a) the validity, priority, or enforceability of any DIP Obligations incurred prior to the effective date of such reversal, stay, modification, or vacatur or (b) the validity, priority, or enforceability of the DIP Liens. Notwithstanding any such reversal, stay, modification, or vacatur, any DIP Obligations incurred by the Debtor to the DIP Lender, as the case may be, prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the original provisions of this Interim DIP Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges, and benefits granted in Bankruptcy Code section 364(e), this Interim DIP Order, and the DIP Term Sheet (with respect to all DIP Obligations).

16. *Survival of Rights Granted Herein.* Except as expressly provided in this Interim DIP Order or in the DIP Term Sheet, the DIP Liens, the Superpriority DIP Claims, and all other rights and remedies granted by this Interim DIP Order and the DIP Term Sheet shall survive, and shall not be modified, impaired, or discharged by (a) the entry of an order converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code or dismissing the Chapter 11 Case, or (b) the entry of a confirmation order and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtor's waiver of discharge as to any remaining DIP Obligations. The terms and provisions of this Interim DIP Order and the DIP Term Sheet shall continue in this Chapter 11 Case and in any Successor Case, and the DIP Liens, the DIP Obligations

(including the Superpriority DIP Claims), and the other administrative or superpriority claims granted pursuant to this Interim DIP Order, and all other rights and remedies of the DIP Lender granted by this Interim DIP Order and the DIP Term Sheet shall continue in full force and effect until all DIP Obligations are indefeasibly paid in full in cash or receive other treatment as agreed to by the DIP Lender.

17. *After-Acquired Property*. Except as otherwise provided in this Interim DIP Order, pursuant to Bankruptcy Code section 552(a), all property acquired by the Debtor on or after the Petition Date is not, and shall not be, subject to any lien of any person or entity resulting from any security agreement entered into by the Debtor prior to the Petition Date, including, without limitation, in respect of the Debtor except to the extent that such property constitutes proceeds of property of the Debtor that is subject to a valid, binding, enforceable, perfected, and unavoidable lien as of the Petition Date which is not subject to subordination under the Bankruptcy Code, other provisions or principles of applicable law or is otherwise permitted by the DIP Term Sheet.

18. *Protection of the Rights of the DIP Lender*. Unless the DIP Lender has provided its prior written consent, as applicable, or all DIP Obligations have been indefeasibly paid in full in cash, there shall not be entered in any of this Chapter 11 Case or any Successor Case any order (including any confirmation order) that authorizes any of the following: (a) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, and/or the Superpriority DIP Claims, except as expressly set forth in this Interim DIP Order; or (b) any modification of any of the DIP Lender's rights under this Interim DIP Order, the DIP Term Sheet, or the Debtor with respect to any DIP Obligations.

19. *Proceeds of Subsequent Financing*. Unless otherwise agreed to by the Prepetition Lender and DIP Lender, if the Debtor, any trustee, any examiner with enlarged powers, any responsible officer, or any other estate representative subsequently appointed in the Chapter 11 Case or any Successor Case, shall obtain credit or incur debt other than the credit or debt provided pursuant to the DIP Term Sheet at any time prior to the repayment in full of all DIP Obligations and all Prepetition Obligations, including subsequent to the entry of a confirmation order with respect to the Debtor and the Debtor's Estate, then

all cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Lender until indefeasible payment in full of the DIP Obligations in accordance with the DIP Term Sheet.

20. *Maturity Date*. The DIP Facility shall mature and be due and payable in full ("Payment in Full")[1] upon the earliest to occur of (i) August 1, 2026, (ii) the effective date of a plan of reorganization or liquidation filed in the Chapter 11 Case that is confirmed pursuant to an order entered by the Bankruptcy Court, and (iii) the date of acceleration of the DIP Loans (the "Maturity Date").

21. *No Obligation to Extend Credit*. The DIP Lender shall have no obligation to make any loan or advance under the DIP Term Sheet unless (a) all of the conditions precedent and other terms under the DIP Term Sheet and this Interim Order have been satisfied in full or waived by the DIP Lender (in its sole discretion) and (b) no Event of Default under the DIP Term Sheet or the other DIP Term Sheet has occurred and is continuing.

22. *Events of Default*. Subject to any applicable cure or any notice period set forth below, if any, the Debtor's right to use proceeds of the DIP Loans shall terminate without prior order of this Court or any further action by the DIP Lender, unless waived by the DIP Lender in writing and in accordance with the terms of the DIP Term Sheet, on the earliest to occur of any Event of Default (as defined in the Term Sheet, and the date of any such Event of Default, the "DIP Termination Date").

23. *Rights and Remedies Upon Event of Default.*

a. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of Bankruptcy Code section 362, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim DIP Order: (i) the DIP Lender may, by written notice to be filed on the docket in this Chapter 11 Case, declare (such declaration, a "Termination Declaration Date"): (1) all DIP Obligations owing under the DIP Term Sheet to be immediately due and payable, (2) the termination, reduction, or restriction of any further commitment to extend credit to the Debtor to the extent any such commitment remains under the DIP Loans, and (3)

[1] For purposes hereof, the term "Payment in Full" or, as applicable, "Paid in Full," means, with respect to the DIP Obligations, the irrevocable and indefeasible payment in full in cash of all DIP Obligations, other than continuing indemnification and expense reimbursement obligations for which no claim or demand has been asserted, and all commitments thereunder shall have irrevocably, permanently, and finally expired or shall have been terminated, cancelled, and discharged.

termination of the DIP Loans and the DIP Term Sheet as to any future liability or obligation of the DIP Lender, but without affecting any of the DIP Liens or the DIP Obligations.

b. Following the delivery of a Termination Declaration Date, the DIP Lender shall be entitled to seek emergency relief from the Court to request authority to exercise rights and remedies in accordance with the DIP Term Sheet and this Interim DIP Order and shall be permitted to satisfy the DIP Obligations, the Superpriority DIP Claims, and the DIP Liens. Following the delivery of a Termination Declaration Date, the Debtor and the Committee may seek an emergency hearing with the Court, and the DIP Lender shall not oppose the scheduling of such an emergency hearing. Except as set forth in this paragraph or otherwise ordered by the Court prior to the expiration of the Remedies Notice Period, the Debtor shall waive its right to and shall not be entitled to seek relief, including, without limitation, under Bankruptcy Code section 105, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Lender under this Interim DIP Order or the DIP Term Sheet.

24. *Limitations on Lender Liability*. Nothing in this Interim DIP Order, the DIP Term Sheet , or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender of any liability for any claims arising from any activities by the Debtor in the operation of its business or in connection with the administration of this Chapter 11 Case. The DIP Lender shall not be deemed in control of the operations of the Debtor or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtor. Nothing in this Interim DIP Order or the DIP Term Sheet shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender of any liability for any claims arising from the prepetition or postpetition activities of the Debtor.

25. *DIP Order Controls*. This Interim DIP Order shall constitute this Court's findings of fact and conclusions of law based upon the record of this Chapter 11 Case at the Interim DIP Hearing and shall upon its entry by this Court take effect. In the event of any inconsistency between the terms and conditions of the DIP Term Sheet or this Interim DIP Order, the provisions of this Interim DIP Order shall govern and control.

26. *Binding Effect of Interim DIP Order*. This Interim DIP Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this

Interim DIP Order. Immediately upon entry by the Court (notwithstanding any applicable law or rule to the contrary, including but not limited to Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure), the terms and provisions of this Interim DIP Order, including the liens granted herein shall, effective as of the Petition Date, become valid and binding upon and inure to the benefit of the Debtor, the DIP Lender, all other creditors of the Debtor, the Committee, the U.S. Trustee, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in this Chapter 11 Case, any Successor Case, or upon dismissal of the Chapter 11 Case or any Successor Case.

27. *Costs, Fees, and Expenses of the DIP Lender*. Subject to the provisions set forth herein, the Debtor is authorized to pay, when due and payable and without regard to whether such fees and expenses were incurred prepetition or postpetition, the DIP Lender Reimbursements, including, without limitation, fees and expenses incurred in connection with any legal proceeding relating to or arising out of the DIP Loans. Payment of the DIP Lender Reimbursements shall not be subject to allowance by the Court.

28. *Right to Credit Bid*. Subject to Bankruptcy Code section 363(k) and the terms of the DIP Term Sheet, upon entry of the Interim DIP Order, the DIP Lender shall have the right to credit bid all or any portion of the full amount of the DIP Obligations as part of any asset sale process of the DIP Collateral, whether conducted pursuant to Bankruptcy Code section 363 or 1129 or otherwise.

29. *Good Faith Under Section 364(e).* The DIP Lender has acted in good faith in connection with the DIP Term Sheet, including this Interim DIP Order, and is entitled to rely upon the protections granted herein and by Section 364(e) of the Bankruptcy Code.

30. *Proofs of Claim*. The DIP Lender shall not be required to file proofs of claim or requests for approval of administrative expenses authorized by this Interim DIP Order and, upon the entry thereof, the DIP Order, relating to the amount of the DIP Obligations, the Prepetition Obligations, the Superpriority DIP Claims, the Prepetition Liens, and the DIP Liens shall constitute a timely filed proof of claim and/or administrative expense request.

31. *Restrictions on Use of Proceeds.* Notwithstanding anything herein to the contrary, no proceeds from the DIP Loans or DIP Collateral or the proceeds, products, or offspring thereof may be

used by any of the Debtor, the Committee, or any trustee or other estate representative appointed in this Chapter 11 Case or any Successor Case, or any other person, party, or entity to (or to pay any professional fees and disbursements incurred in connection therewith): (a) request authority to obtain postpetition loans or other financial accommodations pursuant to Bankruptcy Code section 364(c) or (d) or otherwise, other than from the DIP Lender; (b) investigate, assert, join, commence, support, or prosecute any action for any claim, counterclaim, action proceeding, application, motion, objection, deense, or other contested matter seeking any order, judgment, detemination, or similar relief against, or adverse to the interests of any or all of the DIP Lender and its respective attorneys, assigns or successors, with respect to the DIP Loan or DIP Collateral, including any transaction, occurrence, omission, action, or other matter related thereto; (c) modify or attempt to modify any of the rights granted to the DIP Lender with respect to the DIP Loans; (d) subject to Paragraph 23, attempt to prevent, hinder, or otherwise delay the DIP Lender's assertion, enforcement, or realization upon any DIP Collateral in accordance with the DIP Term Sheet and this Interim DIP Order once an Event of Default has occurred and after delivery of a Termination Declaration Date except to the extent set forth herein with respect to the Remedies Notice Period; (e) directly or indirectly object to, impede, oppose, or compromise in any way any credit bid made by the DIP Lender made in accordance with this Interim DIP Order; or (f) pay any amount on account of any claims arising before the commencement of the Chapter 11 Case unless such payments are approved by an order of this Court. The DIP Lender shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any retained professionals, the Committee, the U.S. Trustee, or the Clerk of this Court (or of any other entity) incurred in connection with the Chapter 11 Case or any Successor Case, and nothing in this Interim DIP Order or otherwise shall be construed to obligate such parties in any way to (i) pay such compensation to or to reimburse such expenses or (ii) assure that the Debtor has sufficient funds on hand to pay any of the foregoing.

32. *Rights Preserved*. Other than as expressly set forth in this Interim DIP Order, any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Lender are preserved.

33. *No Waiver by Failure to Seek Relief*. The failure or delay of the DIP Lender to seek relief or otherwise exercise its respective rights and remedies under this Interim DIP Order, the DIP Term Sheet,

or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Lender.

34. *No Third Party Rights*. Except as explicitly provided for herein, this Interim DIP Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

35. *No Marshaling*. Subject to entry of the DIP Order, except as provided herein, the DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Interim DIP Order and the DIP Term Sheet, provided, however, that notwithstanding any other terms of this Order, the DIP Lender shall be required to use reasonable efforts to collect from all other DIP Collateral prior to any recovery from Avoidance Proceeds.

36. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce this Interim DIP Order according to its terms to the fullest extent permitted by applicable law.

37. *Final Hearing and Committee Reservation of Rights*. The Final Hearing to consider entry of the Final DIP Order is scheduled for June 3, 2026, at 10:30 a.m. (PT) before this Court. The Committee reserves all of its rights to contest the findings of facts and conclusions of law contained in this Interim DIP Order and any proposed Final DIP Order at the Final Hearing. The Committee further reserves all of its rights to contest the terms and conditions of the proposed DIP Facility at the Final Hearing after having been furnished with and having had an opportunity to review a complete set of the DIP Loan Documents.

38. *Notice of Final Hearing*. Within three (3) Business Days of the date of the entry of this Interim DIP Order, the Debtor shall serve, by United States mail, first-class postage prepaid or in the manner provided in the *Final Order Authorizing and Approving Special Noticing and Confidentiality Procedures* [Docket No. 292] (the "Noticing Procedures Order"), copies of the Motion and this Interim DIP Order, and a Notice of Hearing regarding the Final DIP Hearing and the objection deadline set forth below, upon: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) counsel to the Committee; (d) counsel to the DIP Lender; (e) financial institutions where the Debtor holds bank accounts; and (f) all other parties on the Core Service List pursuant to the Noticing Procedures Order.

39. *Filing of Additional DIP Loan Documents*. Not later than May 20, 2026, the Debtor shall file with the Court the DIP Credit Agreement and remaining DIP Loan Documents (as described and defined in the DIP Term Sheet), the proposed Final DIP Order, and any other supplemental materials in support of the Motion. The foregoing filings shall be served upon (a) counsel to the Committee; (b) the U.S. Trustee; and (c) counsel to the DIP Lender.

40. *Objection Deadline*. Objections, if any, to the relief sought in the Motion and entry of the Final DIP Order shall be in writing, shall set forth with particularity the grounds for such objections or other statement of position, shall be filed with the Clerk of the Court, and served upon: (a) counsel to the Debtor; (b) the U.S. Trustee; (c) counsel to the Committee; and (d) counsel to the DIP Lender so that such objections are filed with the Court and received by said parties **on or before 5:00 p.m. (PT) on May 28, 2026**.

** END OF ORDER **

APPROVED AS TO FORM:

LOWENSTEIN SANDLER LLP

By: */s/ Jeffrey D. Prol*
Jeffrey D. Prol
Attorneys for the
Official Committee of Unsecured Creditors

NORTON ROSE FULBRIGHT US LLP

By: */s/ Ryan E. Manns*
Ryan E. Manns
Attorneys for The Roman Catholic
Cemeteries of the Diocese of Oakland

EXHIBIT A

THE ROMAN CATHOLIC BISHOP OF OAKLAND

$15.3 MILLION SENIOR-SECURED SUPER-PRIORITY

DEBTOR IN POSSESSION LOAN AND SECURITY AGREEMENT

SUMMARY OF PROPOSED MATERIAL TERMS AND CONDITIONS

This Summary of Proposed Material Terms and Conditions (this "DIP Term Sheet") outlines certain material terms and conditions of a potential Senior-Secured Super-Priority Debtor in Possession Credit Facility (the "DIP Facility") proposed to be provided by The Roman Catholic Cemeteries of the Diocese of Oakland ("RCC" or the "DIP Lender") to The Roman Catholic Bishop of Oakland (the "Debtor") in connection with the Debtor's chapter 11 case subject to, among other conditions, the negotiation and execution of definitive documentation in form and substance acceptable to the DIP Lender in its sole and absolute discretion, entry of definitive DIP Orders in forms and substance acceptable to the DIP Lender in its sole and absolute discretion and the satisfaction of the other conditions set forth herein and in any definitive documentation, in each case, in form and substance acceptable to the DIP Lender in its sole and absolute discretion.[1]

This DIP Term Sheet does not attempt to describe all of the terms, conditions and requirements that would pertain to the financing described herein, but rather is intended to outline certain basic items around which a financing could be structured. In addition, the pricing and all other terms included herein are based on market conditions on the date hereof and are subject to change acceptable to the DIP Lender in its sole and absolute discretion in all respects.

THIS DIP TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS AND CONDITIONS THAT MAY BE IN THE FINAL DIP ORDER. THIS DIP TERM SHEET SHALL BE GOVERNED BY RULE 408 OF THE FEDERAL RULES OF

[1] All capitalized terms in this paragraph not defined herein carry the meanings ascribed elsewhere in this DIP Term Sheet.

EVIDENCE AND ANY AND ALL SIMILAR AND APPLICABLE RULES AND STATUTORY PROVISIONS GOVERNING THE NON-ADMISSIBILITY OF SETTLEMENT DISCUSSIONS.

Debtor:	The Roman Catholic Bishop of Oakland, a California corporation sole
Venue:	The United States Bankruptcy Court for the Northern District of Calfornia (the "Bankruptcy Court"), Case No. 23-40523-wfl. The Debtor's chapter 11 case will be referred to herein as the "Chapter 11 Case."
Petition Date:	May 8, 2023
Certain Prepetition Debt:	That certain Credit Agreement dated as of December 27, 2022 (the "RCC Credit Agreement") by and among the Debtor and RCC (sometimes referred to in this capacity as "Prepetition Lender"). Contemporaneously with the RCC Credit Agreement, the Debtor and Prepetition Lender also entered into the related Promissory Note, not fewer than six (6) separate Deeds of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filings related to six (6) separate properties pledged as collateral for the prepetition debt owed to Prepetition Lender, (such Deeds of Trust being, collectively, the "RCC Security Documents" and together with the RCC Credit Agreement and the Promissory Note, the "RCC Loan Documents"). The Prepetition Lender asserts the Debtor was liable to the Prepetition Lender pursuant to the RCC Loan Documents as of the Petition Date in the amount of $25,795,655.00 in principal and accrued and unpaid interest, plus additional interest, fees, expenses and costs arising pursuant to the terms of the RCC Loan Documents (the "Prepetition Obligations"), secured by six specified properties and/or parcels of land as set forth specifically in the corresponding Deed of Trust executed in favor of RCC, as well as proceeds, product and offspring of the aforementioned, as more fully set forth in the RCC Security Documents (the "Prepetition Collateral").
Borrower:	The Debtor, in its capacity as a debtor and debtor in possession in the Chapter 11 Case (the "Borrower").
DIP Lender:	The Roman Catholic Cemeteries of the Diocese of Oakland, a California corporation (sometimes referred to in this capacity as the "DIP Lender").
Amount and Borrowings:	The DIP Facility shall constitute a senior-secured super-priority multi-draw debtor in possession credit facility in an aggregate principal amount

	not to exceed $15.3 million of new money (the "DIP Loans"), inclusive of up to $5 million on an interim basis. Borrowings under the DIP Facility shall be in an amount not to exceed (x) on the Closing Date, the lesser of (i) $5 million on an interim basis for a period through and including the date of the hearing on a final basis, (ii) $10.3 million on a final basis, and (ii) the aggregate principal amount permitted under the DIP Orders; and (y) thereafter, draws in an aggregate principal amount equal to that requested by the Debtor and approved by the DIP Lender subject to the borrowing conditions set forth herein and in the DIP Orders, and expenditures set forth in the Approved Budget. The anticipated borrowing under the DIP Orders shall be not more than $15,300,000 (fifteen million, three hundred thousand dollars and zero cents). The initial form of the Approved Budget is attached hereto as **Exhibit 1**. Once repaid or prepaid, the DIP Loans incurred under the DIP Facility may not be re-borrowed without the written consent of the DIP Lender in its sole and absolute discretion.
Amortization:	None.
Interest Rate:	Subject to the terms of the DIP Credit Agreement, Interest on the DIP Loans shall accrue at a rate per annum equal to eight percent (8%) per annum (the "Interest Rate"), which shall be paid (x) in cash or (y) in kind and capitalized on the last day of each month (or, if such day is not a business day, the next business day). All interest shall be computed on the basis of a 360-day year. After the occurrence and during the continuation of an Event of Default under the DIP Orders (as defined below), interest on the DIP Loans shall accrue at the Default Interest Rate, which shall be the Interest Rate **plus** 5.00% per annum.
Fees:	The Debtor will not incur any fees (commitment or exit) in connection with the DIP Loans; *provided*, *however*, the Debtor will reimburse the DIP Lender for its reasonable and documented professional fees and costs incurred in connection with the DIP Loans, including those incurred in connection with the preparation, negotiation, documentation, and court approval of the DIP Facility (the "DIP Lender Reimbursements"). The DIP Orders shall contain procedures for the expedited resolution of any disputes related to the DIP Lender Reimbursements, if any.
Documentation:	The DIP Facility will be evidenced by this DIP Term Sheet, a DIP Credit Agreement, orders entered by the Bankruptcy Court approving the DIP Facility on an interim basis (the "Interim DIP Order") and a final basis (the "Final DIP Order" and together with the Interim DIP Order, the "DIP Orders"), and the related notes (if any), security agreements, pledge agreements, control agreements, guarantees, mortgages and other legal documentation or instruments required to be delivered in connection with the foregoing by the DIP Lender (together with this DIP Term Sheet and

	the DIP Orders, the "DIP Loan Documents"), in each case in form and substance acceptable to the DIP Lender in its sole and absolute discretion. Soley for the purposes of the Interim DIP Order the DIP Loan Documents shall consist of only this DIP Term Sheet and the Interim DIP Order. The DIP Loan Documents shall contain terms and conditions customary for debtor in possession financing agreements and consistent with this DIP Term Sheet and shall otherwise be in form and substance satisfactory to the DIP Lender.
Closing Date:	The closing date of the DIP Facility (the "DIP Closing Date") shall occur on or about the date of entry of the DIP Orders and shall be the first business day on which the conditions precedent set forth in the DIP Orders have been satisfied or waived by the DIP Lender.
Conditions Precedent to Interim DIP Loan:	Usual and customary conditions precedent for transactions of this type and others that are satisfactory to the DIP Lender, and in any event including, without limitation, the following: 1. The Bankruptcy Court shall have entered the Interim DIP Order in form reasonably satisfactory to the DIP Lender; *provided however*, that the Interim DIP Order shall comply with the terms of this DIP Term Sheet in all material respects and the Debtor shall be in compliance in all material respects with the Interim DIP Order; 2. Any DIP Lender Reimbursements outstanding as of the entry of the Interim DIP Order shall have been paid in full in cash or paid from the proceeds of the DIP Loans; 3. The DIP Lender shall have received and approved the budget (the "Approved Budget"); 4. The Interim DIP Order shall be effective to create in favor of the DIP Lender a legal, valid and enforceable first priority security interest in and lien upon the DIP Collateral and the DIP Lender shall have been granted a perfected lien on the DIP Collateral by the Interim DIP Order on the terms and conditions set forth herein; and 5. The satisfaction of other customary terms and conditions (including, without limitation, delivery of secretary and officer certificates, notice of borrowing, evidence of insurance, and legal opinions) and such other conditions as shall be reasonably required by the DIP Lender.
Conditions Precedent to Final DIP Loan:	Usual and customary conditions precedent for transactions of this type and others that are satisfactory to the DIP Lender, and in any event including, without limitation, the following: 1. All DIP Loan Documents shall be in form and substance satisfactory to the DIP Lender in its sole and absolute discretion

	and all such documentation required to be executed shall have been executed and delivered to the DIP Lender; 2. The Bankruptcy Court shall have entered the Final DIP Order in substantially the form of the Final DIP Order, with only such modifications thereto as are satisfactory in form and substance to the DIP Lender, which Final DIP Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed; 3. Compliance by the Debtor in all respects with the DIP Loan Documents and DIP Orders; 4. Subject to application of the Permitted Variance, compliance with the Approved Budget; 5. Delivery of notice of borrowing (which shall include the intended uses of proceeds in accordance with the Approved Budget); 6. Accuracy of representations and warranties in all material respects; 7. Absence of any Event of Default; and, 8. Execution of a DIP Credit Agreement by and between Borrower and DIP Lender in a format to be approved pursuant to the Final Order.
Optional Prepayment:	The DIP Loans may at any time prior to the Maturity Date be repaid in whole or in part without penalty or premium.
Mandatory Prepayment:	The DIP Loan Documents will contain mandatory prepayment events ("Mandatory Prepayments"), which shall be: 1. prepayments of the entire principal amount of the DIP Loan outstanding upon the occurrence of an Event of Default, subject to the terms and conditions of the DIP Orders; 2. prepayments in an amount equal to 100% of the net cash proceeds of insurance paid on account of any loss of any property or assets of the Debtor constituting DIP Collateral, in each case subject to ordinary course and de minimis amounts and additional exceptions to be agreed on in the DIP Loan Documents; 3. prepayments in amount equal to 100% of net cash proceeds from the diposition of assets of the Debtor constituting DIP Collateral, subject to ordinary course and de minimis amounts and additional exceptions to be agreed on in the DIP Loan Documents; and 4. prepayments in an amount equal to 100% of the net cash proceeds of any indebtedness for borrowed money incurred by the Debtor or any of their respective subsidiaries after the DIP Closing Date (other than indebtedness otherwise permitted

	under the DIP Loan Documents), payable no later than the date of receipt.
Maturity Date	The DIP Facility shall mature and be due and payable in full ("Payment in Full")[2] upon the earliest to occur of (i) August 1, 2026, (ii) the effective date of a plan of reorganization or liquidation filed in the Chapter 11 Case that is confirmed pursuant to an order entered by the Bankruptcy Court, and (iii) the date of acceleration of the DIP Loans (the "Maturity Date").
Use of Proceeds:	Subject to the terms and conditions herein, the proceeds of the DIP Facility shall solely be used, in each case, subject to and strictly in accordance with the Approved Budget, to (i) provide working capital and for general corporate purposes of the Debtor during the Chapter 11 Case; (ii) pay fees, costs and expenses related to the DIP Facility; (iii) pay the fees, costs and expenses of the estate professionals retained in the Chapter 11 Case as set forth in the Approved Budget and approved by the Bankruptcy Court; (iv) pay fees, costs and expenses of the DIP Lender, including the fees and expenses of their professionals, advisors, and consultants, including the DIP Lender Reimbursements; and (v) make all permitted payments of costs of administration of the Chapter 11 Case. No proceeds of the DIP Facility shall be used, directly or indirectly, to challenge, object to, contest or raise any defense to, the validity, security, perfection, priority, extent or enforceability of any amount due under or the liens or claims granted under or in connection with the RCC Loan Documents.
Variance and Budget Covenant:	With respect to operating disbursements only, the Debtor shall not permit any Line-Item Variance (as defined below) that is unfavorable to the DIP Lender, in the reasonable sole and absolute discretion of the DIP Lender, to exceed ten percent (10%) (such permitted variance with respect to operating disbursements only, the "Permitted Variance" and, such limitation on operating disbursements only, the "Budget Covenant"). Any unused expenditure amounts, not receipts, in the Budget during any one-month period may be carried forward. Notwithstanding the foregoing, without the prior written consent of the DIP Lender, no other variance of the amounts set forth in the Approved Budget is pre-authorized and no executive compensation or employee wages shall be paid that are not otherwise authorized by any order entered by the Bankruptcy Court. For the avoidance of doubt, DIP Lender Reimbursements and Allowed Professional Fees (as defined below) shall not be considered operating disbursements.

[2] For purposes hereof, the term "Payment in Full" or, as applicable, "Paid in Full," means, with respect to the DIP Obligations, the irrevocable and indefeasible payment in full in cash of all DIP Obligations, other than continuing indemnification and expense reimbursement obligations for which no claim or demand has been asserted, and all commitments thereunder shall have irrevocably, permanently, and finally expired or shall have been terminated, cancelled, and discharged.

Security:	All obligations of the Debtor to the DIP Lender under the DIP Facility, including, without limitation, all principal and accrued interest, premiums, costs, fees, expenses and any other amounts due under the DIP Facility (collectively, the "DIP Obligations"), shall be secured by first-priority perfected liens and security interests, pursuant to Bankruptcy Code §§ 364(c)(2), (c)(3) (subject also to Permitted Liens (as defined in the Security Agreement) specifically set forth in the DIP Orders), and (d)(1) (the "DIP Liens") on on the assets and properties set forth on the attached **Exhibit 2** and all products, offspring, profits and proceeds thereof (collectively, the "DIP Collateral"). The DIP Liens shall be effective and perfected with the foregoing specified priority as of the entry of the DIP Orders and without requiring the execution, filing or recording of mortgages, deeds of trust, assignments of leases and rents, security agreements, pledge agreements, collateral assignments, control agreements, acknowledgements, financing statements, fixture filings, or other agreements or instruments, or the taking of any action to obtain possession or control of any collateral. However, if the DIP Lender so requires, the Debtor shall use its commercially reasonable efforts to execute, file or record any or all of the documents described in the preceding sentence and/or take any action so that the DIP Lender obtains possession or control of any collateral.
Superpriority DIP Claims:	All of the claims of the DIP Lender on account of the DIP Obligations shall be entitled to the benefits of section 364(c)(1) and 364(e) of the Bankruptcy Code, and shall have superpriority over any and all administrative expenses of the kind that are specified in sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code, (the "Superpriority DIP Claims"), subject only to the Carve-Out. The Superpriority DIP Claims will, at all times during the period that the DIP Loans remain outstanding, remain senior in priority to all other claims or administrative expenses, including without limitation any claims allowed pursuant to the obligations under or in connection with the RCC Loan Documents, subject only to the Carve-Out.
Representations and Warranties:	Usual and customary for transactions of this type and others that are reasonably satisfactory to the DIP Lender.
Financial Reporting:	Except as set forth in the last sentence of this paragraph, not later than the fifteenth (15th) day of each calendar month commencing with the month following the first month in which the DIP Lender advances borrowing under the DIP Facility (each such day, a "Variance Report Date"), the Debtor shall deliver to the DIP Lender a line-by-line variance report (each, a "Variance Report") setting forth, in reasonable detail, any differences between actual disbursements for each such line item for the prior monthly period versus projected disbursements set forth in the Approved Budget

	for each such line item for such period (such difference with respect each line item, a "Line-Item Variance") and on a cumulative basis for the period from the Petition Date to the report date. The Variance Report shall also provide a reasonably detailed explanation for any variance and shall be in form and substance acceptable to the DIP Lender.
Affirmative Covenants:	The DIP Loan Documents will contain affirmative covenants that are usual and customary for transactions of this type satisfactory to the DIP Lender, including, without limitation, covenants that the Debtor shall: • Meet customary reporting requirements, including those outlined in this DIP Term Sheet; • Comply with law and contractual obligations; • Reasonably comply with each order entered in the Chapter 11 Case; • Adhere to the Budget Covenant; • Maintain its corporate existence; • Maintain insurance consistent with any order of the Bankruptcy Court authorizing: 1) the continuation of any prepetition insurance programs or policies of the Debtor or 2) the entry by the Debtor into any additional or supplemental insurance programs or policies; • Pay its undisputed material postpetition taxes as they come due; • Permit site visits as may be reasonably requested by the DIP Lender during normal business hours; • Maintain and provide reasonable access to books and records; • Notify DIP Lender of certain material events; • Maintain compliance with material ERISA requirements; • Maintain compliance with material environmental requirements; • Maintain its properties and assets consistent with the requirements set forth within the Bankruptcy Code; • Obtain and maintain required governmental authorizations; and, • Maintain current financial records.
Negative Covenants:	The DIP Loan Documents will contain negative covenants that are usual and customary for transactions of this type satisfactory to the DIP Lender, including, without limitation, covenants that the Debtor shall not: • Create, incur or suffer to exist any postpetition lien, security interest or debt senior in priority to the DIP Obligations; • Sell, lease, transfer or otherwise dispose of any property, including leasehold interests, without the prior written consent of DIP Lender, which consent will not be unreasonably withheld and outside the ordinary course of business absent Bankruptcy Court approval;

	• Amend its organizational documents except pursuant to a confirmed Plan of Reorganization; • Pay or make any distribution on account of any class of the Debtor's equity interests in cash or property, or redeem, purchase or otherwise acquire any of the equity interests of any such person; • Make any loans (including to directors, officers and employees) outside the ordinary course of Debtor's business; • Make investments; • Sell, issue, transfer or otherwise dispose of any stock or other equity interest of the Debtor; • (a) consolidate or merge with or into another Person (whether or not the Debtor is the surviving corporation), or (b) lease all or substantially all of the properties or assets, of the Debtor to any other Person without the prior written consent of the DIP Lender or authorization pursuant to a Bankruptcy Court order; • Create any additional subsidiary or invest in or acquire minority interests in any other entity without the prior written consent of the DIP Lender; • Change its fiscal year; • Engage in any business other than the business currently engaged in; • Make any material changes to accounting methods, principles or policies unless necessary to bring accounting methods, principles or policies into compliance with GAAP; • File a motion seeking an order authorizing the incurrence of, incur or permit to exist any financing under section 364 of the Bankruptcy Code or any other indebtedness or contingent obligations except as specifically permitted by the DIP Orders; • Make any amendment or change to the DIP Orders without the prior written consent of the DIP Lender; • Make any payment of any pre-petition obligation to any party, including "Critical Vendors," except in accordance with the Approved Budget or an order of the Bankruptcy Court; and; • Make any payment that is not in accordance with the Approved Budget without the prior written consent of the DIP Lender.
Events of Default:	The DIP Loan Documents will contain customary events of default for transactions of this type satisfactory to the DIP Lender, including without limitation: • failure to pay principal on the DIP Loans when due; • failure to pay interest or any material fees under the DIP Loans when due;

	• failure of any representation or warranty of the Debtor contained in any DIP Loan Document to be true and correct in all material respects when made; • breach of any affirmative or negative covenant set forth herein, provided that certain affirmative covenants may be subject to a five (5) day grace period from the earlier of the date that (i) the Debtor obtains knowledge of such breach and (ii) the Debtor receives written notice of such default from the DIP Lender; • failure to comply with the Approved Budget; • the DIP Lender shall cease to have a valid and perfected first-priority security interest in and lien on any DIP Collateral (other than upon a release by reason of a transaction that is permitted); • the Debtor (i) contests the validity or enforceability of any DIP Loan Document in writing or deny in writing that it has any further liability thereunder or (ii) contests the validity or perfection of the liens and security interests securing the DIP Loans in writing; • any attempt by the Debtor to invalidate or otherwise impair the DIP Loans or the liens granted to the DIP Lender with respect to the DIP Loans; • failure by the Debtor to comply in any material respect with the DIP Orders; • the entry by the Bankruptcy Court of an Order either approving the Disclosure Statement or confirming the Plan that is not acceptable to the DIP Lender in its sole and absolute discretion; • the entry by a court of competent jurisdiction of an order materially amending, modifying, staying, revoking or reversing the DIP Order, without the express written consent of the DIP Lender; • entry of an order charging any of the DIP Collateral under Section 506(c) of the Bankruptcy Code against the DIP Lender or the commencement of other actions by the Debtor that: are: 1) materially adverse to the DIP Lender or its rights and remedies under the DIP Facility in any of the Chapter 11 Cases, or 2) inconsistent with any of the DIP Loan Documents or RCC Loan Documents; • without the prior written consent of the DIP Lender, which shall not be unreasonably withheld, the filing by the Debtor of a motion seeking authority to consummate a sale of the Debtor's assets or the DIP Collateral having a value in excess of $50,000 outside the ordinary course of business and not otherwise permitted under the DIP Loan Documents; • conversion of the Chapter 11 Case to case under Chapter 7 of the Bankruptcy Code; • dismissal of the Chapter 11 Case;

	• the appointment of a Chapter 11 trustee or an examiner with enlarged powers relating to the operation of the business of the Debtor; • the entry of an order granting relief from the automatic stay under section 362 of the Bankruptcy Code to a holder or holders of any security interest or lien on any material DIP Collateral securing the DIP Loans to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any such material DIP Collateral; and, • the grant of any super-priority claim that is *pari passu* with or senior to those of the DIP Lender.
Remedies:	Subject to the Default Notice Period (defined below) the DIP Lender shall have the ability to exercise all rights and remedies against the DIP Collateral after the occurrence and during the continuation of an Event of Default, including, without limitation, the following: • The automatic stay provisions of section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lender to exercise, upon the occurrence and during the continuance of any Event of Default, all rights and remedies provided for in the DIP Loan Documents, and to take any or all of the following actions without further order of or application to the Bankruptcy Court (as applicable): o Cease making any DIP Loans under the DIP Facility to the Debtor; o After the Default Notice Period (defined below), declare all DIP Loans to be immediately due and payable; o After the Default Notice Period, freeze monies or balances in the Debtor's accounts and sweep all funds contained in the Debtor's deposit accounts; o After the Default Notice Period, immediately set-off any and all amounts in accounts maintained by the Debtor with the DIP Lender against the DIP Loans and any other indebtedness (including, without limitation, lease payments) at any time owing to the DIP Lender, or otherwise enforce any and all rights against the DIP Collateral in the possession of the DIP Lender, including, without limitation, disposition of the DIP Collateral solely for application towards the DIP Loans and any other indedbtedness (including without limitation, lease payments) at any time owing to the DIP Lender; and o After the Default Notice Period, take any other actions or exercise any other rights or remedies permitted under the DIP Orders, the DIP Loan Documents or applicable law to effect the repayment of the DIP Loans Subject to the DIP Orders, the Debtor shall waive any right to seek relief under the Bankruptcy Code, including under section 105 thereof, to the

	extent such relief would restrict or impair the rights and remedies of the DIP Lender set forth in the DIP Orders and in the DIP Loan Documents; provided, however, that notwithstanding the foregoing, the Debtor shall have five (5) business days' after receiving written notice that an Event of Default has occurred (the "Default Notice Period") to request an emergency hearing with the Bankruptcy Court. Absent any order of the Bankruptcy Court that is entered during the Default Notice Period, the automatic stay, as to the DIP Lender, shall automatically terminate at the end of such Default Notice Period.
Assignments and Participations:	The DIP Facility may not be assigned by the Debtor without the prior written consent of the DIP Lender. The DIP Lender may assign the DIP Facility freely and without consent of the Debtor to an affiliate of the DIP Lender.
Credit Bidding:	Subject to entry of the DIP Orders, the DIP Lender shall have the right to credit bid the full amount of the DIP Obligations, and the Prepetition Lender shall have the right to credit bid the full amount of the Prepetition Obligations.
Waivers:	The DIP Orders shall provide for waivers of the following: (i) section 506(c) of the Bankruptcy Code against the Prepetition Collateral and the DIP Collateral; and (ii) the requirement that the DIP Lender marshal the Prepetition Collateral and the DIP Collateral. In addition, the DIP Lender shall be entitled to the benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under such section shall not apply.
Stipulations:	The DIP Orders shall contain stipulations by the Debtor as to, among other things, the allowance, amount, priority and validity of the secured indebtedness under the RCC Loan Documents and the liens and security interest granted thereunder.
Release:	The DIP Orders shall provide a customary acknowledgement of debt and priority of liens, and releases and waivers in full by the Debtor to the Prepetition Lender and DIP Lender, each in its respective capacity as such.
Miscellaneous:	The DIP Credit Agreement, may contain among other customary miscellaneous provisions, the following: 1. An indemnification provision in favor of the DIP Lender. 2. Payment in full on an ongoing basis of the DIP Lender Reimbursements in cash or from the proceeds of the DIP Loans.
Governing Law:	California.

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DEBTOR:
THE ROMAN CATHOLIC BISHOP OF OAKLAND

By: _____
Name: Attila Bardos
Title: Chief Financial Officer

DIP LENDER:
THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

By: _____
Name:
Title:

Exhibit 1 to DIP Term Sheet

Initial Approved Budget

Case: 23-40523 Doc# 2936 Filed: 05/13/26 Entered: 05/13/26 14:04:41 Page 38 of 40

Project Sole

Consolidated Unrestricted Accounts Cash Forecast

Emerge

($ in Millions)	*Actuals* Jan-26	*Actuals* Feb-26	*Actuals* Mar-26	*Forecast* Apr-26	*Forecast* May-26	*Forecast* Jun-26	*Forecast* Jul-26	*Forecast* Aug-26
Receipts								
Parish Assessment	$ 0.5	$ 0.8	$ 0.7	$ 0.9	$ 0.5	$ 0.3	$ 1.1	$ 0.3
Bishop's Annual Appeal	-	0.2	0.4	-	-	-	-	-
Gifts & Grants	0.0	0.0	0.0	0.0	-	-	-	-
CTN Grant	-	-	0.5	-	-	0.2	-	-
CMS Contribution	0.1	-	0.3	0.1	0.1	0.1	0.1	0.1
Ministry Departmental Revenue	0.1	0.1	0.2	0.1	-	-	-	-
Rental Income	0.3	0.2	0.4	0.5	0.4	0.2	0.2	0.2
Insurance (Reimbursement)	0.0	-	0.0	-	-	-	-	-
Parochial Fund Management Fee	1.0	-	-	0.2	-	0.2	-	-
Other Receipts	0.0	0.0	0.1	-	-	-	-	-
Second Collections (Pass-through) - Receipt	-	-	0.0	-	-	-	-	-
Subtotal Receipts	**$ 2.0**	**$ 1.4**	**$ 2.7**	**$ 1.9**	**$ 0.9**	**$ 1.0**	**$ 1.4**	**$ 0.6**
Disbursements								
Payroll (Salaries & Taxes)	$ (0.5)	$ (0.4)	$ (0.4)	$ (0.5)	$ (0.5)	$ (0.5)	$ (0.5)	$ (0.5)
Payroll (Vendors)	(0.0)	(0.0)	(0.1)	-	(0.0)	(0.0)	(0.0)	(0.0)
Professional Fees & Contractors	(0.1)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)
Bishop's Appeal Rebate	-	-	(0.3)	-	-	-	-	-
Total Facilities	(0.0)	(0.4)	(0.9)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)
Insurance (Direct Pmt)	(0.0)	(0.0)	(0.1)	-	-	-	-	-
Clergy Retirement	(0.0)	(0.1)	(0.0)	(0.0)	(0.0)	(0.3)	(0.0)	(0.0)
Other Clergy Costs	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.1)	(0.0)	(0.0)
Postage & Printing	(0.0)	(0.0)	(0.1)	(0.1)	(0.1)	(0.0)	(0.0)	(0.0)
Program, Ministry & Other	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)
Other Mission Related	(0.2)	(0.1)	(0.1)	(0.1)	(0.3)	(0.0)	(0.0)	(0.0)
Subtotal Operating Disbursements	**$ (1.1)**	**$ (1.3)**	**$ (2.2)**	**$ (1.3)**	**$ (1.4)**	**$ (1.6)**	**$ (1.1)**	**$ (1.2)**
Total Operating Cash Flow - Unrestricted	**$ 0.9**	**$ 0.0**	**$ 0.6**	**$ 0.7**	**$ (0.5)**	**$ (0.5)**	**$ 0.3**	**$ (0.6)**
Non-Operating, BK Related								
Pre-Petition RCC Term Loan Draws/(Repayments)	$ (0.1)	$ (0.1)	$ (0.1)	$ (0.1)	$ (0.1)	$ (0.1)	$ (0.1)	$ (0.1)
RCC DIP Loan Draws/(Repayments)	-	-	-	-	5.0	5.0	5.0	-
RCC BK Exit Loan Draws/(Repayments)	-	-	-	-	-	-	-	40.0
Building & Land Sales	-	1.1	-	(0.3)	-	1.0	-	-
Plan Contributions	-	-	-	-	-	-	-	(40.0)
Non-Recurring	(0.0)	(0.1)	0.0	-	-	-	-	5.0
Subtotal Non-Operating Activity	**$ (0.1)**	**$ 0.9**	**$ (0.1)**	**$ (0.4)**	**$ 4.9**	**$ 5.9**	**$ 4.9**	**$ 4.9**
Professional Fees	$ (4.3)	$ (2.3)	$ (1.2)	$ (1.7)	$ (3.5)	$ (3.6)	$ (4.3)	$ (6.3)
Other BK Items	-	-	-	-	-	-	-	-
Subtotal BK Related Items	**$ (4.3)**	**$ (2.3)**	**$ (1.2)**	**$ (1.7)**	**$ (3.5)**	**$ (3.6)**	**$ (4.3)**	**$ (6.3)**
Total Net Cash Flow	**$ (3.5)**	**$ (1.3)**	**$ (0.7)**	**$ (1.5)**	**$ 0.9**	**$ 1.7**	**$ 0.9**	**$ (2.0)**
Beginning Book Cash	**$ 8.4**	**$ 4.8**	**$ 3.6**	**$ 2.9**	**$ 1.4**	**$ 2.3**	**$ 4.1**	**$ 4.9**
Net Cash Flow	(3.5)	(1.3)	(0.7)	(1.5)	0.9	1.7	0.9	(2.0)
Ending Unrestricted Book Cash	**$ 4.8**	**$ 3.6**	**$ 2.9**	**$ 1.4**	**$ 2.3**	**$ 4.1**	**$ 4.9**	**$ 2.9**

Exhibit 2 to DIP Term Sheet

Schedul of Collateral

Property Name	Parcel Number	Street Adress	City	State	Zip Code
Lafayette Retreat Center	167-360-005	Reliez Valley Rd	Lafayette	CA	94549
Holy Sepulchre Funeral Home/Mortuary	78c-800-1-2	1051 Harder Rd	Hayward	CA	94542
Holy Cross Cemetery	051-100-016	2125 E 18th St	Antioch	CA	94509
	051-170-058	E 18th St	Antioch	CA	94509
St. Michael Cemetery	98a-413-11-4	3885 East Ave	Livermore	CA	94550
	98a-413-611-4	East Ave	Livermore	CA	94550

COURT SERVICE LIST

All ECF Recipients.