FOLEY & LARDNER LLP
Eileen R. Ridley (CA Bar No. 151735)
Tel: (415) 438-6469; eridley@foley.com
Shane J. Moses (CA Bar No. 250533)
Tel: (415) 438-6404; smoses@foley.com
Ann Marie Uetz (admitted *pro hac vice*)
Tel: (313) 234-7114; auetz@foley.com
Matthew D. Lee (admitted *pro hac vice*)
Tel: (608) 258-4203; mdlee@foley.com
Geoffrey S. Goodman (admitted *pro hac vice*)
Tel: (312) 832-4515; ggoodman@foley.com
Mark C. Moore (admitted *pro hac vice*)
Tel: (214) 999-4150; mmoore@foley.com
One Market Plaza
55 Spear Street Tower, Suite 1900
San Francisco, CA 94105

Counsel for the Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, Debtor.	Case No. 23-40523 WJL Chapter 11 **DEBTOR'S EIGHTH MOTION TO EXTEND DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY PURSUANT TO SECTION 365(d)(4) OF THE BANKRUPTCY CODE** Judge: Hon. William J. Lafferty Date: TBD Time: TBD Place: United States Bankruptcy Court 1300 Clay Street Courtroom 220 Oakland, CA 94612 [Shortened Time Requested]

The Roman Catholic Bishop of Oakland, a California corporation sole and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"), hereby files this motion (the "Motion") pursuant to section 365(d)(4) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6006-1 of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the "Local Rules") for entry of an order substantially in the form attached hereto as **Exhibit A** (the "Proposed Order") further extending the time for the Debtor to assume or reject the agreement for the Debtor's use of facilities and grounds in Oakland owned by the Catholic Cathedral Corporation of the East Bay ("CCCEB"), which includes the Cathedral of Christ the Light and the Debtor's Chancery offices. This eighth request is made with the consent of the lessor. The Debtor will be filing a stipulation with CCCEB reflecting CCCEB's written consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) for the extension requested herein (the "CCCEB Stipulation").

This Motion is based on the Memorandum of Points and Authorities set forth herein, the notice of hearing on the Motion, the *Declaration of Attila Bardos in Support of Debtor's Eighth Motion to Extend Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code* (the "Bardos Declaration") filed concurrently herewith and incorporated herein by reference, the CCCEB Stipulation, and upon such oral and documentary evidence as may be presented at the hearing on the Motion.

The Debtor is informed that the Committee does not oppose the extension sought herein, which is without prejudice to the rights, claims, causes of action and/ or defenses any party may have regarding, arising out of or related to the Cathedral Lease.

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I.

INTRODUCTION

The Debtor seeks to extend the time in which it may assume or reject the unexpired lease (the "Cathedral Lease") for the Debtor's use of the property on which the Cathedral of Christ the Light, Bishop Michael C. Barber's residence, and the Debtor's Chancery offices are located (the "Cathedral Property"). The Debtor's objective in this Chapter 11 Case remains to achieve confirmation of a plan of reorganization that will (a) ensure a fair and equitable outcome for survivors of sexual abuse, and (b) allow the Debtor to stabilize its finances, continue its mission to serve the needs of the faithful within the Diocese of Oakland, and continue to provide services to underserved people and groups in the East Bay. In furtherance of this objective, the Debtor has filed a confirmable plan of reorganization (the "Plan"), which provides a fair and equitable outcome for survivors of sexual abuse. The Court commenced a contested hearing on confirmation of the Plan on June 15, 2026 (the "Confirmation Hearing"). Following extensive post-trial briefing, the Court held closing arguments on the Confirmation Hearing on September 16, 2026. Confirmation of the Plan is currently under submission with the Court.

As stated in the Debtor's prior motions to extend the deadline to assume or reject the Cathedral Lease, the Debtor believes that treatment of the Cathedral Lease should be addressed as a part of a chapter 11 plan. Indeed, the Debtor's proposed Plan contemplates treatment of the Cathedral Lease and Cathedral Property. While the Debtor believes the Court should confirm the Plan, it is likely that any confirmation order will be entered after the current deadline to assume or reject the Cathedral Lease. Certainly, the Plan effective date will not occur until after the current deadline, particularly given the likelihood of an appeal by one or more parties of any ruling on Plan confirmation. Likewise, although the Debtor believes its Plan should be confirmed, an extension of time to assume or reject is also necessary to provide time to address the Cathedral Lease in the event the Plan is not confirmed at this time. A further extension of time to assume or reject is therefore needed.

The Debtor therefore seeks a six-month extension of its current deadline to assume or reject the Cathedral Lease, pursuant to section 365(d)(4) of the Bankruptcy Code (the "Lease Assumption Deadline"). Pursuant to section 365(d)(4)(B)(ii), subsequent extensions beyond an initial 90-day

extension may be granted with the consent of the lessor. CCCEB, the lessor of the Cathedral Lease, has granted consent in the CCCEB Stipulation. For the reasons set forth below, cause exists for this extension.

By this Motion, the Debtor merely seeks to continue to preserve the status quo, pending a larger resolution of the Chapter 11 Case. The relief sought would not prejudice the rights of any party, including the Committee, regarding any future substantive relief related to the Cathedral Lease or Cathedral Property.

II.

JURISDICTION AND VENUE

This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b), the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order No. 24 (N.D. Cal.), and Local Rule of Bankruptcy Procedure for the Northern District of California 5011-1(a). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

The legal basis for the relief requested herein is section 365(d)(4) of the Bankruptcy Code.

III.

BACKGROUND FACTS

A. General Background

On May 8, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for chapter 11 bankruptcy relief under the Bankruptcy Code. The Debtor continues to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in this Chapter 11 Case.

On May 23, 2023, the U.S. Trustee appointed the Committee.

The Debtor is a corporation sole organized under the laws of the State of California. The Debtor conducts its civil affairs under the laws of the State of California and the United States of America and in accordance with the Code of Canon Law, the ecclesiastical law of the Roman Catholic Church. Additional information regarding the Debtor, its mission, ministries, and operations, and the events and circumstances preceding the Petition Date, is set forth in the *Declaration of Charles Moore, Managing Director of*

Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the Roman Catholic Bishop of Oakland, in Support of Chapter 11 Petition and First Day Pleadings (the "First Day Declaration") [Docket No. 19], which is incorporated herein by reference.

B. The Debtor's Post-Petition Activities and Case Progress

After the initial period of the Chapter 11 case and resolution of its first day motions, the Debtor's efforts focused on the bar date and claims process, pursuing insurance coverage for sexual abuse claims through the Insurance Coverage Litigation, and mediation with the Official Committee of Unsecured Creditors (the "Committee") and certain of the Debtor's insurers (the "Insurers") toward negotiated consensual plan terms. Since the last extension of the Lease Assumption Deadline, the Debtor's focus in this Chapter 11 Case has been on seeking confirmation of its Plan.

On November 8, 2024, the Debtor filed *Debtor's Plan of Reorganization* [Docket No. 1444] (the "Original Plan") and accompanying *Disclosure Statement for the Debtor's Plan of Reorganization* [Docket No. 1445] (the "Original Disclosure Statement"). The Committee has strenuously opposed confirmation of the Debtor's plan of reorganization since filing of the Original Plan. While the Debtor has engaged in extensive mediation with both the Insurers and the Committee both prior to and since the filing of its Original Plan, this has not resulted in agreement on the terms of a plan of reorganization.

At a status conference held on February 17, 2026, the Court directed the Debtor to proceed with filing of its proposed fourth amended plan by February 20, 2026, and directed the Committee to file any competing plan by March 6, 2026. On February 20, 2026, the Debtor filed its *Notice of Filing of Debtor's Fourth Amended Plan of Reorganization*, [Docket No. 2654] with its proposed fourth amended plan (the attached thereto as Exhibit 2.

On March 29, 2026, the Debtor filed its *Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2758] (as defined above, the "Plan"). On May 8, 2026, the Court entered its order [Docket No. 2910] approving the Debtor's *First Amended Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2902].

The Committee and multiple Insurers objected to confirmation of the Plan. The Court commenced a contested hearing on confirmation of the Plan on June 15, 2026. Presentation of evidence concluded on

June 30, 2026. After extensive post-trial briefing, the Court held a hearing for closing arguments regarding confirmation on September 16, 2026. At the close of that hearing, the Court took the matter under submission and indicated it would issue a written decision on confirmation of the Plan.

The Debtor believes the Plan is in the best interest of all the Debtor's creditors and its estate and should be confirmed. To the extent it is confirmed, all issues regarding the Cathedral Lease will be addressed by the terms of the Plan.

C. The Cathedral Lease

As the Debtor has previously explained, the Cathedral Lease is for the Debtor's use of Cathedral Property, consisting of facilities and grounds in Oakland owned by CCCEB, which includes the Cathedral of Christ the Light and the Debtor's Chancery offices. Although the primary purpose of the lease is nonresidential, the lease does include Bishop Barber's residence and other residential spaces used from time to time by other priests of the Diocese.

On August 15, 2023, the Debtor filed the *Debtor's Motion to Extend Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code* [Docket No. 367], seeking an extension of time to assume or reject non-residential real property leases, including the Cathedral Lease. At that time, the Lease Assumption Deadline was September 5, 2023, and the Debtor sought an extension to December 4, 2023. There were no objections, and on September 1, 2023, the Court entered an order granting the motion [Docket No. 421] and extending the Lease Assumption Deadline to December 4, 2023.

The Debtor has subsequently filed six further motions to extend the Lease Assumption deadline [Docket Nos. 640, 924, 1328, 1825, 2325, and 2716]. There were no objections to these motions, and the Court entered orders granting each [Docket Nos. 883, 1011, 1345, 1871, 2360, and 2776]. Most recently, on April 1, 2026, the Court entered the *Seventh Order Extending Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) Of The Bankruptcy Code* [Docket No. 2776] (the "Seventh Extension Order").

Pursuant to section 365(d)(4) of the Bankruptcy Code and the Seventh Extension Order, the current Lease Assumption Deadline is October 1, 2026. The Debtor seeks a further extension of the current Lease

Assumption Deadline through and including April 1, 2027, with the consent of CCCEB as landlord. If the Cathedral Lease is not assumed or rejected on or prior to October 1, 2026, the Cathedral Lease would be deemed rejected unless the Debtor receives, pursuant to section 365(d)(4)(B) of the Bankruptcy Code, a further extension of time within which it may assume or reject the Cathedral Lease.

The Plan contemplates treatment of the Cathedral Property and Cathedral Lease. Pursuant to the Plan, the Cathedral Lease will be rejected, in connection with a settlement whereby the Cathedral Property is to be transferred to the Debtor in satisfaction of outstanding loan obligations owed by CCCEB to the Debtor (the "CCCEB Settlement").

The Debtor will be filing the CCCEB Stipulation, reflecting that CCCEB, as the lessor of the Cathedral Lease, consents in writing to the extension requested herein.

IV.

RELIEF REQUESTED

By this Motion, and pursuant to section 365(d)(4) of the Bankruptcy Code, the Debtor seeks to extend the current Lease Assumption Deadline by an additional six months, up to and including April 1, 2027. The terms of the requested relief are without prejudice to the rights, claims, causes of action and/ or defenses any party may have regarding, arising out of or related to the Cathedral Lease.

V.

BASIS FOR RELIEF

A. The Court Has Broad Discretion to Extend the Lease Assumption Deadline

Section 365 of the Bankruptcy Code governs the Debtor's ability to assume, assume and assign, and reject unexpired leases and executory contracts. Section 365(d)(4)(A) of the Bankruptcy Code provides:

> an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of—
>
> (i) the date that is 120 days after the date of the order for relief; or
>
> (ii) the date of the entry of an order confirming a plan.

11 U.S.C. § 365(d)(4)(A). Section 365(d)(4)(B)(i) provides the "court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause." 11 U.S.C. § 365(d)(4)(B). Section 365(d)(4)(B)(ii) authorizes further extensions with the consent of the lessor, specifically providing that: "if the court grants an extension under clause (i), the court may grant a subsequent extension only upon prior written consent of the lessor in each instance." 11 U.S.C. § 365(d)(4)(B)(ii).

The term "cause," as used in section 365(d)(4)(B), is not defined in the Bankruptcy Code, nor does the Bankruptcy Code establish formal criteria for evaluating a request for an extension of the Lease Assumption Deadline. Instead, bankruptcy courts have a "great deal of discretion…to weigh all relevant factors related to the requested extension." *BC Brickyard Assocs. v. Ernst Home Ctr., Inc. (In re Ernst Home Ctr., Inc.)*, 221 B.R. 243, 253 (B.A.P. 9th Cir. 1998) (concur.); *see also Willamette Water Front, Ltd. v. Victoria Station, Inc. (In re Victoria Station, Inc.)*, 88 B.R. 231 (9th Cir. BAP 1988), *aff'd* 875 F.2d 1380 (9th Cir. 1989)).

In determining whether cause exists for an extension of the Lease Assumption Deadline, courts have considered various factors, including (1) whether the lessor continues to receive rental payments; (2) whether the case is exceptionally complex and involves a large number of leases; (3) whether the leases are the primary assets of the debtor; and (4) whether the property remains vacant thereby affecting neighboring tenants. *See In re Victoria Station Inc.*, 88 B.R. at 236 and n.7 (holding "cause" existed where the "case involved numerous and complicated leases, the debtor continued to occupy the space and all post-petition lease obligations were satisfied").[1]

Some courts have considered a more expansive list of factors, including: (1) whether the lease is the primary asset of debtor; (2) whether the landlord has a reversionary interest in the building built by debtor on landlord's land; (3) whether the debtor has had sufficient time to assess its financial situation and the potential value of its assets in terms of formulating a plan; (4) whether the lessor continues to

[1] Although section 365(d)(4) was extensively amended by the Bankruptcy Abuse and Prevention and Consumer Protection Act of 2005, Pub. L. 109-8, 119 Stat. 23 (2005) ("BAPCPA"), the discretionary factors considered to determine whether cause exists for an extension articulated in the pre-BAPCPA cases cited above continue to be applied by Bankruptcy Courts. *See, e.g., In re Hawker Beechcraft, Inc.*, 483 B.R. 424, 429 and n.7 (Bankr. S.D.N.Y. 2012).

receive the rent as required by the lease; (5) whether the lessor will be damaged beyond the compensation available under the Bankruptcy Code due to debtor's continued occupation of the leased premises; (6) whether the case is exceptionally complex and involves a large number of leases; (7) whether the need exists for a judicial determination of whether the lease is disguised as a security interest; (8) whether the debtor has failed or is unable to formulate a plan when it has had sufficient time to do so; and (9) any other factors bearing on whether the debtor has had a reasonable amount of time in which to decide whether to assume or reject the lease. *See In re Ernst Home Ctr.*, 221 B.R. at 253 (concur.); *see also, e.g., In re Serv. Merch. Co., Inc.*, 256 B.R. 744, 748 (Bankr. M.D. Tenn. 2000) (applying *In re Ernst Home Ctr.* factors and granting debtors extension of time); *In re Henry Mayo Newhall Mem'l Hosp.*, 282 B.R. 444, 456 (B.A.P. 9th Cir. 2002) (noting determination of "extensions of time to assume or reject leases under § 365(d)(4)" is a "factor-driven analysis") (citing *In re Ernst Home Ctr.*, 221 B.R. at 253) (concur.).

"[T]he list of enumerated factors was not meant to be exclusive nor should a Court be required to consider particular factors that have no application to the request for extension at issue." *In re Ernst Home Ctr., Inc.*, 209 B.R. 974, 980–81 (Bankr. W.D. Wash. 1997). Ultimately, whether to grant an extension of time rests within the sound discretion of the bankruptcy court. *Id.*

B. Cause Exists to Further Extend the Lease Assumption Deadline with Respect to the Cathedral Lease.

An evaluation of the relevant factors identified above demonstrates cause for the requested extension of the Lease Assumption Deadline. The Debtor requires additional time beyond the current deadline so that treatment of the Cathedral Lease can be resolved through the Debtor's Plan.

The Debtor worked extensively with the Committee and Insurers to development the terms of plan to emerge from chapter 11, including through the mediation. While the Debtor and the Committee have not reached agreement on any specific terms of the Plan, much of the Plan reflects what the Committee has requested, and the Debtor believes the Plan is fair and equitable and should be confirmed based on the evidence and argument presented in connection with the Confirmation Hearing.

The Plan provides for resolution of issues related to the Cathedral Lease and Cathedral Property through the CCCEB Settlement. Because the Plan effective date will not occur until after the current Lease

Assumption Deadline, an extension is necessary. Further, while the Debtor believes the Plan should be confirmed, the Debtor also seeks an extension to provide time to address the Cathedral Lease in the event the Plan is not confirmed at this time.

Accordingly, cause exists to extend the Lease Assumption Deadline up to and including April 1, 2027.

1. The Lessor Will Not Be Harmed by the Requested Extension and Has Consented

Since the Petition Date, the Debtor has paid its post-petition expenses in the ordinary course of business or as otherwise provided by court order, including for the Cathedral Lease. The Debtor is current on all monetary obligations due and owing on the Cathedral Lease, provided that in order to improve cash flow the Debtor is paying operating expenses in 2026 on a monthly basis, rather than in quarterly lump sums as it has in the past. The Debtor is committed to remaining current with respect to all undisputed post-petition obligations under the Cathedral Lease in compliance with section 365(d)(3) of the Bankruptcy Code. As set forth in the *Debtor's Response to the Official Committee of Unsecured Creditors' (I) Objection to Proposed Postpetition Payment to Catholic Cathedral Corporation of ohe East Bay and (II) Request For an Emergency Hearing* [2144] (the "CCCEB Payment Response"), payment of these obligations is necessary to the Debtor's operations, because CCCEB does not otherwise have the funds to pay ongoing operating expenses of the Cathedral Property.

The CCCEB Stipulation will reflect that CCCEB expressly consents in writing to the requested extension. As the lessor, CCCEB is the only non-debtor party directly affected by the relief requested.

2. The Debtor's Case Is Large and Complex

As the Debtor described in detail in the Third Amended Disclosure Statement, this Chapter 11 Case is very complex for a number of reasons, including without limitation the large number of creditors, the complex issues of insurance coverage to be litigated in the pending insurance coverage litigation, and the nature of the Debtor itself.

The Debtor's Schedules list more than 570 creditors. Approximately 560 proofs of claim were filed, including 421 claims asserting the Debtor is liable for damages relating to childhood sexual abuse. Many of those claims are asserted to be of six-figure or seven-figure amounts, and many are listed as

having an unknown amount. The claims related to childhood sexual abuse present unique complexities of confidentiality, valuation, procedure, and appropriate and equitable treatment of claims.

Furthermore, the nature of the Debtor itself contributes to the complexity of the case. As described in detail in the First Day Declaration, the Debtor is very different from typical chapter 11 corporate debtors. The Debtor provides central services to churches serving 82 parishes and missions of the Diocese of Oakland, and to the Non-Debtor Catholic Entities (as defined in the First Day Declaration). It must adhere to Canon Law in addition to its civil law obligations. And it has a unique focus, including celebration of the sacraments, provision of pastoral services, performance of works of mercy, and outreach to and support of the faithful and the poor within the Diocese of Oakland.

While the Debtor has made significant good faith progress to move this Bankruptcy Case forward, up to and including seeking confirmation of its Plan, it has taken significant time to reach the current stage. The Debtor needs additional time to allow for treatment of the Cathedral Lease and Cathedral Property through the Plan.

3. The Debtor Needs Additional Time to Seek Confirmation of its Plan of Reorganization

As set forth above, the Debtor has filed and sought confirmation of its Plan. Additional time is still needed, however, to provide time for the Plan effective date to occur, and to address any issues if the Plan is not immediately confirmed.

4. Not Granting the Extension Would Significantly Disrupt the Debtor's Operations

The deemed rejection of the Debtors' Cathedral Lease could adversely impact the Debtor's ongoing restructuring efforts and greatly disrupt its operations. For example, the Cathedral Lease grants the Debtor access to its central offices – the Chancery – and the most visible place of worship in the Diocese of Oakland, the Cathedral of Christ the Light, where daily Mass is held and where many Catholic faithful come to pray and to worship each day. The Debtor has proposed the CCCEB Settlement as part of the Fourth Amended Plan, whereby the Cathedral Property will be transferred to the Debtor, so that the Debtor can continue to use the Cathedral Property uninterrupted. Ongoing payments of operating expenses for the Cathedral Property are essential to continue maintenance and operation of the Cathedral Property

and the Debtor's operations. The Debtor is in no position at this stage of the case to relocate the operations and activities that occur at this site.

***

In sum, considering the Debtor's ongoing payment of its post-petition obligations under the Cathedral Lease, the consent of the lessor, the size and complexity of this Chapter 11 Case, the time needed to address confirmation of the Debtor's reorganization Plan, and the adverse effects of not granting the extension for the Debtor, its lessor, and the Estate, cause exists for an extension of the Lease Assumption Deadline to April 1, 2027, to be granted under section 365(d)(4)(B)(ii) of the Bankruptcy Code.

VI.

RESERVATION OF RIGHTS

Nothing contained in this Motion is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtor, (ii) a waiver of the Debtor's or any appropriate party in interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

Nothing contained in this Motion is intended to be or shall be construed as a waiver of any of the Debtor's rights under any applicable law, including, without limitation, the Code of Canon law, the First Amendment of the United States Constitution, the Constitution of the State of California, California Corporations Code §§ 10000-10015, the Religious Freedom Restoration Act of 1993 (42 U.S.C. §§ 2000bb-2000bb-4), the church autonomy doctrine, charitable trust law, California trust law, or the Debtor's rights under any insurance policies and to proceeds thereof, or the Debtor's rights to object to disclosure of information and contend certain assets discussed in this Motion are not property of the estate.

VII.

NOTICE

This Motion is being served on the Core Service List pursuant to the Court's *Final Order Authorizing and Approving Special Noticing and Confidentiality Procedures* [Docket No. 292] (the

"Noticing Order"), as well as CCCEB pursuant to Local Rule 6006-1. The Debtor will serve notice of the hearing on this motion pursuant to any order shortening time for notice entered by the Court.

VIII.

CONCLUSION

WHEREFORE, the Debtor requests the Court enter an order, substantially in the form of the Proposed Order, extending the Lease Assumption Deadline up to and including April 1, 2027, and granting related relief.

DATED: September 25, 2026

FOLEY & LARDNER LLP
Eileen R. Ridley
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Mark C. Moore

/s/ Shane J. Moses
Shane J. Moses

Counsel for the Debtor
and Debtor in Possession

EXHIBIT A

FOLEY & LARDNER LLP
Eileen R. Ridley (CA Bar No. 151735)
Tel: (415) 438-6469; eridley@foley.com
Shane J. Moses (CA Bar No. 250533)
Tel: (415) 438-6404; smoses@foley.com
Ann Marie Uetz (admitted *pro hac vice*)
Tel: (313) 234-7114; auetz@foley.com
Matthew D. Lee (admitted *pro hac vice*)
Tel: (608) 258-4203; mdlee@foley.com
Geoffrey S. Goodman (admitted *pro hac vice*)
Tel: (312) 832-4515; ggoodman@foley.com
Mark C. Moore (admitted *pro hac vice*)
Tel: (214) 999-4150; mmoore@foley.com
One Market Plaza
55 Spear Street Tower, Suite 1900
San Francisco, CA 94105

Counsel for the Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

EIGHTH ORDER EXTENDING DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY PURSUANT TO SECTION 365(d)(4) OF THE BANKRUPTCY CODE

Judge: Hon. William J. Lafferty

Date: TBD
Time: TBD
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Case: 23-40523 Doc# 3519-1 Filed: 09/25/26 Entered: 09/25/26 13:11:22 Page 2 of 5

Upon the *Debtor's Seventh Motion to Extend Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*, dated March 11, 2026 [Docket No. _____] (the "Motion"),[1] filed 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"), for entry of an order pursuant to section 365(d)(4) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6006-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Northern District of California further extending the time for the Debtor to assume or reject unexpired leases of nonresidential real property; the lessor of the affected real property having consented to the requested relief as reflected in the Stipulation between the Debtor and Catholic Cathedral Corporation of the East Bay ("CCCEB") as lessor [Docket No. ____] (the "CCCEB Stipulation"); the Court having reviewed and considered the Motion, the Bardos Declaration in support thereof, the CCCEB Stipulation, and all other filings in support of the Motion; no objection to the Motion having been filed, as set forth in the certificate of no objection filed by the Debtor regarding the Motion [Docket No. ____]; the Court finding it has jurisdiction over this matter, venue in this Court is proper, and notice of the Motion was reasonable and sufficient under the circumstances; and the Court finding the relief requested in the Motion is in the best interests of the Debtor, its creditors, and other parties in interest; and after due deliberation and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Motion is granted as set forth herein.

2. The time period within which the Debtor may assume or reject the lease for the Debtor's use of facilities and grounds in Oakland owned by CCCEB is extended through and including April 1, 2027, in accordance with section 365(d)(4) of the Bankruptcy Code.

3. The extension of time granted herein is without prejudice to the Debtor's rights to seek further extensions of its time to assume or reject any unexpired nonresidential real estate lease as provided in section 365(d)(4) of the Bankruptcy Code.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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4. Any and all of the Debtor's rights, claims, and defenses with respect to the characterization of leases or agreements under Bankruptcy Code sections 365(d)(3) and 365(d)(4) or otherwise are reserved. The relief granted herein is without prejudice to the rights, claims, causes of action and/ or defenses any party may have regarding, arising out of or related to the Cathedral Lease.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of or interpretation of this Order.

*** END OF ORDER ***

COURT SERVICE LIST

All ECF Recipients.