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

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

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

[Shortened Time Requested]

I, Attila Bardos, hereby declare as follows:

1. I am the chief financial officer of the Roman Catholic Bishop of Oakland ("the Debtor"). I make this declaration in support of the *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*, filed concurrently herewith (the "Motion").[1]

2. I am familiar with the Debtor's day-to-day operations, financial affairs, and books and records. Except as otherwise noted, all facts set forth in this Declaration are based upon my personal knowledge. If called upon to testify, I could and would testify competently to the facts set forth herein.

3. 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.

4. 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.

5. On March 29, 2026, the Debtor filed its *Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2758] (as defined above, 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.

6. The Motion seeks and extension of time to assume or reject the lease (the "Cathedral Lease") for the Debtor's use of property consisting of facilities and grounds in Oakland owned by CCCEB (the "Cathedral Property"), on which the Cathedral of Christ the Light, Bishop Michael C. Barber's residence, and the Debtor's Chancery offices are located.

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

7. Although the primary purpose of the Cathedral Lease is nonresidential, the lease includes Bishop Michael C. Barber's residence and other residential spaces used from time to time by other priests of the Diocese.

8. The Debtor requires additional time beyond the current deadline so that treatment of the Cathedral Lease can be resolved through the Debtor's Plan.

9. 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.

10. 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.

11. The Debtor has proposed the CCCEB Settlement as part of the Plan, whereby the Cathedral Property will be transferred to the Debtor, so that the Debtor can continue to use the Cathedral Property uninterrupted. As set forth in the CCCEB Payment Response, ongoing payments of operating expenses for the Cathedral Property are essential to continue maintenance and operation of the Cathedral Property. The Debtor is in no position at this stage of the case to relocate the operations and activities that occur at this site.

I declare under penalty of perjury under the laws of the United States of America the foregoing is true and correct to the best of my information, knowledge, and belief.

Executed on September 25, 2026, at Oakland, California.

/s/ Attila Bardos
Attila Bardos