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San Francisco, California 94105
Telephone: (415) 496-6723

Counsel to the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re:

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

Debtor.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF THE ROMAN CATHOLIC BISHOP OF OAKLAND,

Plaintiff,

v.

THE ROMAN CATHOLIC BISHOP OF OAKLAND, THE OAKLAND PAROCHIAL FUND, INC., AND JOHN DOE CHURCHES 1-82,

Defendants.

Case No. 23-40523 WJL

Chapter 11

Adv. Pro. 24-04051

EX PARTE MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR LEAVE TO FILE SURREPLY TO DEBTOR'S MOTION TO DISMISS ADVERSARY COMPLAINT FOR DECLARATORY RELIEF

[No Hearing Requested]

Plaintiff, the Official Committee of Unsecured Creditors (the "**Committee**") in the above captioned chapter 11 bankruptcy case (the "**Chapter 11 Case**") of the Roman Catholic Bishop of Oakland (the "**Debtor**"), seeks leave pursuant to Bankruptcy Local Rule 9013-1(e) to file a sur-reply (the "**Sur-reply**") to the Debtors' *Reply in Support of Debtor's Motion to Dismiss Adversary Complaint for Declaratory Relief* (the "**Reply**") [Dkt. No. 21]. The Committee seeks to file the Sur-reply because the Debtor's Reply contained a draft proposed stipulation that it alleges would resolve certain issues but is incomplete insofar as it fails to include the additional conditions surrounding the proposed stipulation and the Committee's previous proposed stipulation. The Committee seeks to file the Sur-reply solely to provide the Court with a complete record as to the Debtor's proposal.

Courts have granted leave to file sur-replies in similar situations. *See, e.g.*, *Gold v. Lumber Liquidators, Inc.*, 2017 U.S. Dist. LEXIS 96724 (N.D. Cal. June 22, 2017), *Toomey v. Nextel Commc'ns, Inc.*, 2004 U.S. Dist. LEXIS 30793, at *2 (N.D. Cal. Sept. 23, 2004); *Sharper Image Corp. v. Consumers Union of United States, Inc.*, 2004 U.S. Dist. LEXIS 24484, at *2 n.1 (N.D. Cal. Feb. 23, 2004). The Sur-reply is limited to the discussion of the Stipulation.

A copy of the proposed Sur-reply is attached hereto as **Exhibit 1**.

Dated: February 28, 2025

KELLER BENVENUTTI KIM LLP
LOWENSTEIN SANDLER LLP

By: */s/ Gabrielle L. Albert*
Tobias S. Keller
Jane Kim
Gabrielle L. Albert

- and -

Jeffrey D. Prol
Michael A. Kaplan
Brent Weisenberg
Colleen M. Restel

Counsel for the Official Committee of Unsecured Creditors

LOWENSTEIN SANDLER LLP
JEFFREY D. PROL (*pro hac vice*)
jprol@lowenstein.com
BRENT WEISENBERG (*pro hac vice*)
bweisenberg@lowenstein.com
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425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

Counsel for the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re:

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

Debtor.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF THE ROMAN CATHOLIC BISHOP OF OAKLAND,

Plaintiff,

v.

THE ROMAN CATHOLIC BISHOP OF OAKLAND, THE OAKLAND PAROCHIAL FUND, INC., AND JOHN DOE CHURCHES 1-82,

Defendants.

Case No. 23-40523 WJL

Chapter 11

Adv. Pro. 24-04051

DECLARATION OF BRENT WEISENBERG IN RESPONSE TO REPLY IN SUPPORT OF DEBTOR'S MOTION TO DISMISS ADVERSARY COMPLAINT FOR DECLARATORY RELIEF
Judge: Hon. William J. Lafferty

Date: March 4, 2025
Time: 10:30 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 220
1300 Clay Street
Oakland, California 94612

I, Brent Weisenberg, Esq., hereby declare as follows:

1. I am a partner at the law firm of Lowenstein Sandler LLP, counsel to the Official Committee of Unsecured Creditors (the "**Committee**") in connection with the above-referenced chapter 11 case.

2. I submit this Declaration in response to the *Reply in Support of Debtor's Motion to Dismiss Adversary Complaint for Declaratory Relief* [Docket No. 21] (the "**Debtor's Reply**") and in further support of the *Omnibus Response of the Official Committee of Unsecured Creditors to (I) Debtor's Motion to Dismiss Adversary Complaint for Declaratory Relief, and (II) The Oakland Parochial Fund, Inc.'s Motion to Dismiss* [Docket No. 16].

3. The facts set forth in this Declaration are personally known to me, and, if called as a witness, I could and would competently testify thereto.

4. The Committee provided the Mediator with a draft of a stipulation to resolve certain questions regarding property of the estate in or about April 2024. The stipulation would, in the Committee's view, have resolved the Committee's questions regarding whether property allegedly held in trust for the Churches was property of the estate. In an abundance of caution, and respecting the mediation privilege, the draft stipulation and correspondence surrounding it have been omitted. Subsequently, the Committee and Debtor attempted to negotiate the stipulation but, to date, have been unable to agree on the terms of the stipulation.

5. On February 26, 2025, the Debtor filed the Debtor's Reply, to which the Debtor attached a draft proposed stipulation that it asserts it was willing to execute, which, in the Debtor's view, would moot Counts 1 through 4 of the Committee's adversary proceeding. (*See* Debtor's Reply at 6, Ex. A.)

6. The Debtor failed to attach the cover email accompanying the draft stipulation which was sent to the Committee on February 6, 2025 (the "**February 6 Correspondence**"), which contained an unacceptable condition in addition to the one set forth in footnote 4 of the Debtor's Reply. A true and correct copy February 6 Correspondence, with attachments omitted, is attached hereto as **Exhibit A**.

7. On February 7, 2025, I advised the Debtor's counsel that the Committee could not agree to the conditions presented in the February 6 Correspondence (the "**February 7 Correspondence**"). A true and correct copy of the February 7 Correspondence, along with subsequent emails exchanged relating to the draft stipulation, is attached hereto as **Exhibit B**.

8. Moreover, the Debtor's submission is incomplete insofar as it failed to include the Committee's most recent draft proposed stipulation. A true and correct copy of the proposed stipulation that the Committee believes would resolve any of the issues in Counts 1-4 of the Complaint, which was sent to the Debtor's counsel on January 5, 2025, is attached hereto as **Exhibit C**.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct. Executed this twenty-eighth day of February, 2025.

B-W

Brent Weisenberg

EXHIBIT A

From: Moses, Shane <smoses@foley.com>
Sent: Thursday, February 6, 2025 7:02 PM
To: Weisenberg, Brent I.; Prol, Jeffrey D.
Cc: Uetz, Ann Marie; Goodman, Geoff; Lee, Matt; Moore, Mark C.; Kaplan, Michael A.; Restel, Colleen M.; Gabrielle Albert
Subject: RCBO - Revisions to Property of the Estate
Attachments: Markup of Property of the Estate Stipulation (2-6-25).docx; Redline - RCBO - Committee-proposed Stipulation re Property of the Estate and Markup of Property of the Estate Stipulation (2-6-25)-4913-1302-7862-v1.docx

Confidential Settlement Communication.

Brent, Jeff, and Team,

A draft revision to the property of the estate stipulation is attached in clean and in redline against the version we last circulated on 1/28. This remains subject to client approval, but we are sharing now for discussion proposes; we also need to loop in Ryan Manns at some point given what we are discussing concerns OPF. Additionally, this stipulation is conditioned on resolution of related issues as follows:

1. This stipulation regarding property of the estate, in the form ultimately agreed.
2. The Debtor's agreement that the OPF claim would not be considered an accepting impaired class for purposes of 1129(a)(10).
3. The Committee's withdrawal of its objection to the OPF claim, and agreement to not renew the objection in connection with the proposed plan (accounting for minor amendments as we seek approval of the DS).
4. The Committee's dismissal of the adversary complaint against OPF and the Churches, with prejudice.

If you would like to schedule a call to discuss, tomorrow and Saturday are tricky because Geoff is in mediation/traveling, but we could schedule a call Sunday morning or on Monday. Alternatively, feel free to just give Geoff a call on his cell in the meantime, as he will no doubt have some down time tomorrow during mediation - he just does not know precisely when. It is possible you and he can connect tomorrow during one of his breaks to shortcut discussion with the larger group. Thanks for your cooperation discussing this.

Best,
-Shane

Shane J. Moses

Foley & Lardner LLP
555 California Street | Suite 1700
San Francisco, CA 94104-1520
Tel: 415.438.6404
Mobile: 415.706.3179

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FOLEY & LARDNER LLP

Case: 24-04051 Doc# 26-1 Filed: 02/28/25 Entered: 02/28/25 15:57:19 Page 5 of 20

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EXHIBIT B

From: Weisenberg, Brent I.
Sent: Tuesday, February 11, 2025 10:57 AM
To: Goodman, Geoff
Subject: RE: RCBO - Revisions to Property of the Estate

Let's talk at 1:30 pm ET. Calendar entire to follow.

Brent Weisenberg
Partner
Lowenstein Sandler LLP

T: (973) 597-6120
M: (646) 483-5523





From: Goodman, Geoff <GGoodman@foley.com>
Sent: Tuesday, February 11, 2025 10:15 AM
To: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Subject: RE: RCBO - Revisions to Property of the Estate

1 or 1:30 pm ET? Or 10:30 if you happen to be open soon.

Geoff Goodman
Partner

Foley & Lardner LLP | Chicago, IL
Phone 312.832.4514
View My Bio | Visit Foley.com | ggoodman@foley.com



From: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Sent: Tuesday, February 11, 2025 8:26 AM
To: Goodman, Geoff <GGoodman@foley.com>
Subject: RE: RCBO - Revisions to Property of the Estate

***** EXTERNAL EMAIL MESSAGE *****
Of course. What time works for you?

Brent Weisenberg
Partner
Lowenstein Sandler LLP

T: (973) 597-6120
M: (646) 483-5523

Lowenstein Sandler

From: Goodman, Geoff <GGoodman@foley.com>
Sent: Monday, February 10, 2025 7:46 PM
To: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Subject: RE: RCBO - Revisions to Property of the Estate

Brent—Do you have time to catch up on this stipulation to see if possibly we can work through whatever issues separate us? It can be just you and me.

Geoff

Geoff Goodman
Partner

Foley & Lardner LLP | Chicago, IL
Phone 312.832.4514
View My Bio | Visit Foley.com | ggoodman@foley.com

FOL

From: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Sent: Friday, February 7, 2025 11:30 AM
To: Uetz, Ann Marie <AUetz@foley.com>
Cc: Goodman, Geoff <GGoodman@foley.com>; Lee, Matt <MDLee@foley.com>; Moore, Mark C. <mmoore@foley.com>; Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Restel, Colleen M. <crestel@lowenstein.com>; Gabrielle Albert <galbert@kbkllp.com>; Moses, Shane <smoses@foley.com>
Subject: RE: RCBO - Revisions to Property of the Estate

*** EXTERNAL EMAIL MESSAGE ***

SETTLEMENT COMMUNICATION
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Ann Marie:

The disconnect begins with the conditions you have now placed on agreeing to the Property of Estate Stipulation. You have asked the Committee to withdraw its objection to the OPF claim and agree to not renew the objection. But the Debtor has all but conceded that there is no OPF loan. For example, in the attached pleading, the Debtor states that:

- "While the transition of these services [to OPF] occurred shortly before the Petition Date, it was neither the intent nor the result to move assets out of the reach of creditors that otherwise would have been available to satisfy the liabilities of the Debtor." If the OPF loan was considered valid, it would have that precise effect.

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- "Specifically, after the transfers to OPF, the Funds at OPF were held in the same manner that they were held by the Debtor through the Diocesan Investment Management Services."

- "It was the intent of OPF and the Debtor that the OPF Loan was funded solely from Unrestricted Church Funds." The Debtor has agreed that Unrestricted Church Funds are estate property: "[T]he Debtor continues to maintain that the Unrestricted Church Funds still remain available to the creditors as they did prior to OPF."

- "[T]he $49 million of Unrestricted Church Funds at OPF were held for Churches under Canon Law but available to the Debtor (and later, its estate) under Civil law. Today, there are significantly less Unrestricted Church Funds held at OPF, but only because those funds have been spent by the Debtor, largely in the administration of the Chapter 11 Case."

Based on the Debtor's own words, the OPF issue should be put to bed. Now. By doing so, items 3 and 4 below would become unneeded. We can then turn our attention back to the substance of the Property of Estate Stipulation.

If, somehow, the Debtor does not concede this issue, it would appear it is the Debtor who is "incurring expenses for legal fees to argue matters which appear to not be in dispute."

All of the Committee's rights are reserved, none of which are waived.

Brent Weisenberg
Partner
Lowenstein Sandler LLP

T: (973) 597-6120
M: (646) 483-5523





From: Uetz, Ann Marie <AUetz@foley.com>
Sent: Friday, February 7, 2025 11:29 AM
To: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Cc: Goodman, Geoff <GGoodman@foley.com>; Lee, Matt <MDLee@foley.com>; Moore, Mark C. <mmoore@foley.com>; Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Restel, Colleen M. <crestel@lowenstein.com>; Gabrielle Albert <galbert@kbkllp.com>; Moses, Shane <smoses@foley.com>
Subject: Re: RCBO - Revisions to Property of the Estate

We don't understand the disconnect but we will await your response to the MTD. We are increasingly concerned about the estate incurring expenses for legal fees to argue matters which appear to not be in dispute (or to produce documents which have already been produced, but that is another matter.) We will advise the Court of our position with respect to these issues in our reply brief since the Committee is set in litigating things which appear to not be in dispute. AM

From: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Sent: Friday, February 7, 2025 11:17:06 AM
To: Moses, Shane <smoses@foley.com>

Cc: Uetz, Ann Marie <AUetz@foley.com>; Goodman, Geoff <GGoodman@foley.com>; Lee, Matt <MDLee@foley.com>; Moore, Mark C. <mmoore@foley.com>; Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Restel, Colleen M. <crestel@lowenstein.com>; Gabrielle Albert <galbert@kbkllp.com>
Subject: RE: RCBO - Revisions to Property of the Estate

*** EXTERNAL EMAIL MESSAGE ***
Thank you, Shane.

We cannot agree to your conditions.

We appreciate you and your team's efforts to try to resolve our issues. But we now need to focus on responding to the motions to dismiss and addressing the OPF claim issue we raised for your team on a prior call.

Brent Weisenberg
Partner
Lowenstein Sandler LLP

T: (973) 597-6120
M: (646) 483-5523



Lowenstein Sandler

From: Moses, Shane <smoses@foley.com>
Sent: Thursday, February 6, 2025 7:02 PM
To: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>; Prol, Jeffrey D. <jprol@lowenstein.com>
Cc: Uetz, Ann Marie <AUetz@foley.com>; Goodman, Geoff <GGoodman@foley.com>; Lee, Matt <MDLee@foley.com>; Moore, Mark C. <mmoore@foley.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Restel, Colleen M. <crestel@lowenstein.com>; Gabrielle Albert <galbert@kbkllp.com>
Subject: RCBO - Revisions to Property of the Estate

Confidential Settlement Communication.

Brent, Jeff, and Team,

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3. The Committee's withdrawal of its objection to the OPF claim, and agreement to not renew the objection in connection with the proposed plan (accounting for minor amendments as we seek approval of the DS).
4. The Committee's dismissal of the adversary complaint against OPF and the Churches, with prejudice.

If you would like to schedule a call to discuss, tomorrow and Saturday are tricky because Geoff is in mediation/traveling, but we could schedule a call Sunday morning or on Monday. Alternatively, feel free to just give Geoff a call on his cell in the meantime, as he will no doubt have some down time tomorrow during mediation - he just does not know precisely

when. It is possible you and he can connect tomorrow during one of his breaks to shortcut discussion with the larger group. Thanks for your cooperation discussing this.

Best,
-Shane

Shane J. Moses

Foley & Lardner LLP
555 California Street | Suite 1700
San Francisco, CA 94104-1520
Tel: 415.438.6404
Mobile: 415.706.3179

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EXHIBIT C

From: Restel, Colleen M.
Sent: Wednesday, January 15, 2025 10:03 AM
To: Goodman, Geoff; Fulfree, Nicole M.; Prol, Jeffrey D.; Kaplan, Michael A.; Weisenberg, Brent I.
Cc: Uetz, Ann Marie; Lee, Matt; Moore, Mark C.; Moses, Shane
Subject: RE: RCBO/ DRAFT Property of the Estate Stipulation
Attachments: RCBO - Stipulation re Property of the Estate.docx

Thanks, Geoff. Attached is a further revised version of the stipulation, which accepts all of your changes and makes some additional changes. This remains subject to further review and approval.

Please let us know if these changes are acceptable. We are happy to discuss.

Best,

Colleen

Colleen Restel
she, her, hers
Partner
Lowenstein Sandler LLP

T: (973) 597-6310
M: (973) 768-5161

From: Goodman, Geoff <GGoodman@foley.com>
Sent: Wednesday, January 8, 2025 11:58 AM
To: Fulfree, Nicole M. <NFulfree@lowenstein.com>; Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Weisenberg, Brent I. <BWeisenberg@lowenstein.com>; Restel, Colleen M. <crestel@lowenstein.com>
Cc: Uetz, Ann Marie <AUetz@foley.com>; Lee, Matt <MDLee@foley.com>; Moore, Mark C. <mmoore@foley.com>; Moses, Shane <smoses@foley.com>
Subject: RE: RCBO/ DRAFT Property of the Estate Stipulation

All—Attached is a markup of the property of the estate stipulation. As you will see, the markup continues to provide that the Church real property is property of the estate. We have also marked up the list of Church real property (attached), but need to confirm that this is in sync with the Debtor's Schedules.

With respect to Church personal property, as noted in our derivative standing response, we cannot stipulate that all Church personal property is property of the estate, because some of it is restricted Church donations in trust under CA law. Any unrestricted Church cash (or other personal property) is property of the estate, as we noted in our response.

This remains subject to final client approval, as well as double checking the real property Schedule as noted above.

We are happy to discuss. Best,

Geoff

From: Fulfree, Nicole M. <NFulfree@lowenstein.com>
Sent: Thursday, January 2, 2025 12:04:30 PM
To: Uetz, Ann Marie <AUetz@foley.com>; Lee, Matt <MDLee@foley.com>; Moses, Shane <smoses@foley.com>
Cc: Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Weisenberg, Brent I. <BWeisenberg@lowenstein.com>; Restel, Colleen M. <crestel@lowenstein.com>
Subject: RE: RCBO/ DRAFT Property of the Estate Stipulation

***** EXTERNAL EMAIL MESSAGE *****

SETTLEMENT COMMUNICATION
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Ann Marie, Matt, and Shane,

Based on the representations made by the Debtor in the objection to the derivative standing motion [Docket No. 1586], we are recirculating the proposed stipulation with respect to property of the estate that was originally circulated on November 16, 2024. If you do not find the stipulation to be acceptable, please feel free to provide a markup, or to let us know the reasons for any issues with specificity. Thank you.

Nicole M. Fulfree
Partner
Lowenstein Sandler LLP

T: (973) 597-2502
M: (201) 213-2190



Lowenstein Sandler

From: Weisenberg, Brent I. <BWeisenberg@lowenstein.com>
Sent: Saturday, November 16, 2024 1:11 PM
To: Ann Marie Uetz - Foley & Lardner LLP (auetz@foley.com) <auetz@foley.com>; Matthew D. Lee - Foley & Lardner LLP (mdlee@foley.com) <mdlee@foley.com>; Shane J. Moses (smoses@foley.com) <smoses@foley.com>
Cc: Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Fulfree, Nicole M. <NFulfree@lowenstein.com>
Subject: RCBO/ DRAFT Property of the Estate Stipulation
Importance: High

SETTLEMENT COMMUNICATION
PROTECTED BY FRE 408

Anne Marie/ Matt/ Shane:

As we discussed moments ago, attached is the proposed Stipulation we sent along through the Mediator regarding the ownership of estate assets.

Brent Weisenberg
Partner
Lowenstein Sandler LLP

T: (973) 597-6120
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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 **STIPULATION BY AND BETWEEN THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND THE DEBTOR REGARDING CERTAIN PROPERTY OF THE ESTATE**

This stipulation (this "**Stipulation**") is entered into by and between the debtor and debtor-in-possession, The Roman Catholic Bishop of Oakland (the "**Debtor**"), and the Official Committee of Unsecured Creditors (the "**Committee**," and together with the Debtor, the "**Parties**"). The Parties hereby agree to be bound by the terms set forth herein.

A. On May 8, 2023, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

B. On June 8, 2023, the Debtor filed its amended *Statement of Financial Affairs* [Dkt. 103] (the "**SOFA**").

C. In response to Part 11, Question 21: Property held for another of the SOFA, the Debtor filed *Exhibit #1 – Real property held in trust by the Debtor for the benefit of the applicable Church or Non-Debtor Catholic Entity* [Dkt. 103 at 94–99] (the "**Real Property Exhibit**"), which listed 203 real properties purportedly held by the Debtor in trust for the benefit of the parish churches affiliated with the Debtor identified on **Exhibit A** to this Stipulation (collectively, the "**Churches**").

D. On June 8, 2023, the Debtor filed its amended *Schedule A/B: Assets – Real and Personal Property* [Dkt. 102] (the "**Schedules**"). The Schedules did not list any of the real property listed in the Real Property Exhibit.

E. The Committee has asserted, among other things, that the real property set forth in the Real Property Exhibit is property of the Debtor's estate.

F. The Debtor submits that the Schedules and Real Property Exhibit are complete and accurate, but has nevertheless agreed to this Stipulation as set forth herein.

ACCORDINGLY, THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. Because the Churches are not separately incorporated legal entities, as a matter of California law they are not separate from the Debtor, and they do not and cannot own or hold a legal or equitable interest in property.

~~1.~~2. All real property assets listed on the Real Property Exhibit ~~as being held by the Debtor for the benefit of the Churches~~ are assets of the Debtor, are not being held in trust for the benefit of any other party, including but not limited to any Church, and all such property is property of the Debtor's estate under section 541 of the Bankruptcy Code, subject to the Debtor's reservations of rights herein.

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2.3. The Debtor agrees to amend its Schedules within 30 days to include all of the real property listed in the Real Property Exhibit.

4. The Parties~~Debtor~~ reserves all rights with respect to the foregoing in connection with the confirmation of a plan of reorganization, including without limitation, whether any real property assets listed on the Real Property Exhibit need be included in a liquidation analysis ~~under~~ for purposes of 11 U.S.C. § 1129(a)(7)(A)(ii)~~, and approval of a disclosure statement and solicitation of a plan of reorganization.~~

5. This Stipulation addresses only the real property listed on the Real Property Exhibit, and is not intended to address the ownership of any other property, including but not limited to, the ownership of, or restrictions imposed (if any) on personal property. The omission of any real property from the Real Property Exhibit, does not reflect an admission that such property is or is not property of the Debtor's estate. The Parties reserve all rights with respect to real property not listed on the Real Property Exhibit, and any personal property.

~~3.~~ 6. The Debtor agrees that no Church owns any personal property, and all such personal property is owned by the Debtor, and is not being held in trust for the benefit of any other party, including but not limited to any Church. The Parties reserve all rights with respect to whether any personal property held by the Debtor is restricted, including whether such personal property must be reflected on the Debtor's Schedules, or whether such personal property may be used to satisfy claims under a plan of reorganization.

ACCEPTED AND AGREED TO:

Dated: January ___, 2025

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