

Presentment Date: June 2, 2025 at 11:00 a.m.
Objections Due By: May 27, 2025 at 4:00 p.m.
Hearing on Objections, if any: June 11, 2025 at 10:30 a.m.

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re:

SHELTERING ARMS CHILDREN AND
FAMILY SERVICES, INC.

Chapter 11

Case No. 24-41037 (JMM)

Debtor.
-----X

**DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
MYC & ASSOCIATES, INC. AS REAL ESTATE BROKER**

Sheltering Arms Children and Family Services, Inc. (“**Sheltering Arms**” or the “**Debtor**”)¹, as debtor and debtor-in-possession in this chapter 11 case (the “**Chapter 11 Case**”), by and through its attorneys, Garfunkel Wild, P.C., hereby brings this application (the or this “**Application**”) for the entry of an order: (a) authorizing the employment and retention of MYC & Associates, Inc. (the “**Broker**”) as real estate broker for the Debtor, to provide real estate brokerage services with respect to the Debtor’s real property located at 305 7th Avenue, Units 4A and 4B, New York, New York 10001 (the “**Seventh Avenue Property**”); (b) approving that certain Exclusive Right-To-Sell Marketing and Sales Agreement (the “**Engagement Agreement**”), a

¹ The last four digits of the Debtor’s federal tax identification number are 9095.

copy of which is annexed hereto as **Exhibit A**; and (c) granting related relief. In support of this Application, the Debtor respectfully represents as follows:

SUMMARY OF RELIEF REQUESTED

1. The Debtor is seeking to retain the Broker as exclusive sales agent and broker for the Seventh Avenue Property in order to provide assistance to the Debtor with the marketing of the Seventh Avenue Property for sale. The Debtor believes that the retention of the Broker will assist the Debtor in obtaining the most favorable value for the Seventh Avenue Property and aid in the Debtor's goal of efficiently disposing of the Seventh Avenue Property at an auction sale. The terms and conditions of the Broker's retention are detailed in the Engagement Agreement.

2. Additionally, in support of this Application the Debtor relies upon the *Declaration of Marc P. Yaverbaum in Support of the Debtor's Application for Entry of an Order Authorizing the Employment and Retention of MYC & Associates, Inc. as Real Estate Broker* (the "**Yaverbaum Declaration**"), a copy of which is annexed hereto as **Exhibit B**.

JURISDICTION

3. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105(a), 327(a), 328 and 330 of Title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules (the "**Local Rules**").

GENERAL BACKGROUND

4. On March 7, 2024 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

5. The Debtor remains in possession of its assets and operations and continues to manage its business as a debtor-in-possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

6. No examiner, trustee, or creditors' committee has been appointed.

7. The factual background regarding the Debtor, including its current and historical business operations and the factors which precipitated the filing of the Debtor's Chapter 11 Case, are set forth in detail in the Affidavit of Judith Pincus Pursuant to Local Rule 1007-4 and in Support of First Day Motion (the "**Pincus Affidavit**") [ECF 11], which is relied upon in connection with the relief requested herein. In the interest of brevity, the facts and statements set forth in the Pincus Affidavit are incorporated herein by reference.

RELIEF REQUESTED

8. It is the Debtor's goal to obtain the highest possible value for the Seventh Avenue Property. In aid of this the Debtor believes that the retention of the Broker to market the Seventh Avenue Property will result in more commercial interest in the Seventh Avenue Property than would occur otherwise. The Debtor believes that such marketing may result in greater interest in the Seventh Avenue Property from potential purchasers at an auction sale, including the potential to obtain a stalking horse bidder for such an auction.

9. Accordingly, by this Application, the Debtor is seeking entry of an Order, pursuant to sections 327 and 328 of the Bankruptcy Code: (a) authorizing the employment and retention of the Broker as the exclusive sale agent and broker for the Seventh Avenue Property, (b) approving the Engagement Agreement; and (c) granting related relief.

THE BROKER'S QUALIFICATIONS

10. The Broker is well-suited to provide the real estate services required by the Debtor. The Broker is a licensed real estate broker in and by the State of New York with substantial

experience in the marketing and sale of commercial real property in New York City. As a result, the Broker is able to effectively and efficiently market and dispose of commercial real estate.

11. The Broker has the unique ability to reach the marketplace not only nationwide but globally. The Broker uses a variety of electronic and web based tools to advertise the sale of real property and reach these marketplaces. The Broker also maintains its own “opt-in” subscriber database where principals, investors, brokers, agents and real estate professionals can register to receive updates on our listings. The Broker also maintains the ability to directly inform thousands of real estate brokers in New York City alone.

12. The Broker regularly appears in this Court and represents debtors, plan administrators, attorneys, and trustees in bankruptcy proceedings.

13. Based on the Broker’s experience and familiarity with marketing similar types of property the Debtor believes that the Broker is both qualified and well-positioned to serve in this Chapter 11 Case in a cost-effective, efficient, and timely manner.

SERVICES TO BE RENDERED DURING THE CHAPTER 11 CASE

14. Among the services to be provided by the Broker, as further described in the Engagement Agreement, and subject to the approval of this Court, are the following:

- (a) marketing the Seventh Avenue Property using such advertising, solicitation of outside brokers, and other promotional and marketing activities as may be necessary and agreed upon with the Debtor;
- (b) analyzing offers and proposals from potential purchasers and offering recommendations to the Debtor in connection with any proposed transaction involving the Seventh Avenue Property; and
- (c) assistance with the consummation of any auction sale of the Seventh Avenue Property, to the extent requested by the Debtor.

15. As more fully described in the Engagement Agreement, in consideration of the services by the Broker, the Debtor has agreed to compensate the Broker as follows:

- (a) **Commission:** The Broker will receive a commission of five percent (5.00%) of the gross proceeds realized by the Debtor from the sale of the Seventh Avenue Property. If the Broker earns a Commission, it is not entitled to any reimbursement of expenses.
- (b) **Alternative Transaction Fee:** If the Seventh Avenue Property is not sold for an amount exceeding the secured debt on the Seventh Avenue Property plus the Commission, then upon the termination of the Engagement Agreement, the Broker will be entitled to seek reasonable compensation for actual, necessary services rendered to the Debtor's estate by the Broker, provided such Compensation shall not exceed \$50,000 without the advance written authorization of the Debtor. For any Compensation, the Broker will charge the Debtor's estate its customary fees, billed at an hourly rate in one-tenth (.10) of an hour increment, ranging from \$75 to \$325 per hour. In that regard, the Broker will keep detailed time records and receipts in accordance with the Bankruptcy Code and the guidelines of the United States Trustee. The Broker will also be entitled to reimbursement for all documented expenses related directly to the marketing and sale of the Real Property, provided such Expense Reimbursement shall not exceed \$25,000.

16. The Debtor believes that the compensation structure described above is (a) comparable to compensation generally charged by real estate brokers of similar stature for comparable engagements, both in and out of bankruptcy proceedings; and (b) reflects a typical fee structure for the Broker and other real estate brokers that do not bill their clients on an hourly basis, but instead are generally compensated on a transactional basis.

17. The hours worked, the results achieved, and the ultimate benefit to the Debtor of the work performed by the Broker in connection with this engagement may vary, and the Debtor has taken this into account in setting the above fees.

18. The Broker's experience and familiarity with the marketing and sale of similar properties were important factors to the Debtor in determining the amount of the Broker's fees, and the Debtor believes that the ultimate benefit of the Broker's services cannot be measured merely by reference to the number of hours to be expended by the Broker's professionals in the performance of such services.

19. The Debtor proposes that all compensation and expenses will be sought in accordance with section 328(a) of the Bankruptcy Code and will not be subject to the standard of review under section 330 of the Bankruptcy Code.

THE BROKER’S DISINTERESTEDNESS

20. To the best of the Debtor’s knowledge: (a) the Broker is a “disinterested person,” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code and, as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code, neither holds nor represents any interest adverse to the Debtor and its estate; and (b) as disclosed in the Yaverbaum Declaration, has no connection to the Debtor or to its significant creditors or certain other potential parties-in-interest (the “**Parties-In-Interest**”)² whose names the Debtor supplied to the Broker.

21. The Broker may have in the past represented, may currently represent, and likely in the future will represent, Parties-In-Interest, including creditors of the Debtor in connection with matters unrelated to the Debtor and its Chapter 11 Case. As is part of its customary practice, the Broker is involved in cases, proceedings, reorganizations, and transactions involving many different parties, some of which may represent, or be, claimants, or other parties in interest in this Chapter 11 Case.

22. Also, to the best of the Debtor’s knowledge, information and belief, and based entirely and in reliance upon the Yaverbaum Declaration: (a) none of the Broker’s past or current engagements would or does appear to create an interest materially adverse to the interests of the Debtor, creditors, or equity security holders in this Chapter 11 Case and, as such, the Debtor believes that the Broker is disinterested and holds no materially adverse interest as to the matters

² The list of Parties-In-Interest is attached as **Attachment 1** to the Yaverbaum Declaration.

upon which it is to be retained; and (b) to the extent the Broker discovers any facts bearing on the matters described herein during the Broker's retention, it will supplement the information contained in the Yaverbaum Declaration. If any new material facts or relationships are discovered or arise, the Broker will promptly file a supplemental declaration with the Court.

23. The Broker has not shared or agreed to share any of its compensation from the Debtor with any other entity.

BASIS FOR RELIEF REQUESTED

24. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval, "may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title." 11 U.S.C. § 327(a).

25. Additionally, under section 328(a) of the Bankruptcy Code, the Debtor, "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Accordingly, section 328 of the Bankruptcy Code permits the compensation of professionals on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. v. Nat'l Gypsum (In re Nat'l Gypsum Co.)*:

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based on relevant factors of time and comparable costs, etc. Under present

§ 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

123 F.3d 861, 862 (5th Cir. 1997) (internal citations and emphasis omitted).

26. Bankruptcy Rule 2014 further requires that an application for retention of a professional person include:

[S]pecific facts showing...the need for the employment;...the name of the person to be employed;...the reasons for the selection;...the professional services to be rendered;...any proposed arrangement for compensation;...and to the best of the applicant’s knowledge, all of the person’s connections with: the debtor; creditors; any other party in interest; their respective attorneys and accountants; the United States trustee; and any person employed in the United States trustee’s office.

See Fed. R. Bankr. P. 2014(a)(2).

27. Courts generally hold that real estate brokers are “professionals” pursuant to section 327 of the Bankruptcy Code when acting on behalf of the debtor to sell the debtor’s real estate. See *F/S Airlease II, Inc. v. Simon*, 844 F.2d 99, 108 (3d Cir. 1999) (“a real estate broker, like an attorney, is a professional”); *Indian River Homes, Inc. v. Sussex Trust Co.*, 108 B.R. 46, 50 n.13 (D. Del. 1989) (“Bankruptcy courts routinely hold that real estate brokers are professional persons for purposes of § 327(a)”) (citation omitted); *In re Channel 2 Assoc*, 88 B.R. 351, 352 (Bankr. D.N.M. 1988) (Finding broker was a professional person for the purposes of section 327(a)).

28. As discussed in this Application and the Yaverbaum Declaration, the Broker satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code. Additionally, given the numerous issues that the Broker may be required to address in the performance of its services for the Debtor pursuant to the Engagement Agreement, the Broker’s commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market

prices for the Broker's services for engagements of this nature, the Debtor believes that the terms and conditions of the Engagement Agreement are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

29. Indeed, the Debtor submits that the fee structure and expense reimbursement provisions are reasonable terms and conditions of employment under Bankruptcy Code section 328(a) in light of the following: (a) the nature and scope of services to be provided by the Broker; (b) industry practice with respect to the fee structures typically utilized by real estate brokers that do not bill their clients on an hourly basis; (c) market rates charged for comparable services both in and out of the chapter 11 context; and (d) the Broker's substantial experience in the commercial real estate industry.

30. The terms of the Engagement Agreement were negotiated in good faith and at arm's length. The Debtor acknowledges and agrees that the fee structure was agreed upon by the parties in anticipation of a substantial professional commitment of time and effort by the Broker and its professional staff under the Engagement Agreement, and in light of the fact that such commitment may foreclose other opportunities for the Broker and its professional staff and that the actual time and commitment required of the Broker and its professional staff to perform the services under the Engagement Agreement may vary substantially from week to week or month to month, creating "peak load" issues for the firm.

31. Further, the fee structure is consistent with and typical of compensation arrangements entered into by the Broker and other comparable firms in connection with the rendering of similar services under similar circumstances. The Broker's strategic and financial expertise as well as its financing skills, restructuring capabilities, and other expertise, some or all of which may be required by the Debtor during the term of the Broker's engagement, were all

important factors in determining the fee structure. The Debtor believes that the ultimate benefit of the Broker's services cannot be measured by reference to the number of hours to be expended by the Broker's professionals in the performance of such services. Accordingly, the Debtor submits that the fee structure is both fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

32. The Debtor proposes that, notwithstanding the Broker's retention under section 328(a) of the Bankruptcy Code, the United States Trustee will retain the right to object to the compensation to be paid to the Broker pursuant to the Engagement Agreement based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, provided that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in this Chapter 11 Case to the fees paid to other real estate brokers for comparable services both in and outside of chapter 11 cases, and shall not be evaluated primarily on the basis of time committed or the length of this Chapter 11 Case.

33. As set forth above, notwithstanding approval of the Engagement Agreement under section 328(a) of the Bankruptcy Code, the Broker intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court and consistent with the fee structure set forth in the Engagement Agreement.

NOTICE

34. Notice of this Application has been given to the parties on the Master Service List. The Debtor submits that no other notice need be given.

NO PRIOR REQUEST

35. No prior application or motion for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form annexed hereto as **Exhibit C**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: Great Neck, New York
May 12, 2025

GARFUNKEL WILD, P.C.

By: /s/ Adam T. Berkowitz
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*Counsel for the Debtor
and Debtor-in-Possession*

Exhibit A

Engagement Agreement

(See Attached)

EXCLUSIVE RIGHT-TO-SELL MARKETING AND SALES AGREEMENT

This agreement (“**Agreement**”) made and entered into on this 6th day of May, 2025 by and between (i) MYC & Associates, Inc. (hereinafter, “**MYC**”), which maintains its corporate address at 1110 South Avenue, Suite 22, Staten Island, NY 10314, and (ii) Sheltering Arms Children and Family Services, Inc. (“**Debtor**”) as Chapter 11 debtor-in-possession, contains the terms and conditions which will govern the marketing and sale of the Real Property (as defined below) as of the Effective Date.

The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of New York (“**Bankruptcy Court**”), commencing Case No. 24-41037 (JMM) (the “**Bankruptcy Case**”).

In connection with the Debtor’s Bankruptcy Case and proceedings therein, and subject to approval by the Bankruptcy Court, the Debtor seeks to engage MYC for the purpose of marketing and selling certain real property, including, but not limited to, any improvements and fixtures thereon, which are commonly known as commercial condominium units 4A and 4B at 305 7th Avenue, New York, NY 10001, designated in New York County as legal block 803, legal lots 1105 and 1106 (the “**Real Property**”).

The Debtor and MYC hereby agree that:

1. **EXCLUSIVITY.** The Debtor wishes to sell the Real Property and, accordingly, grants MYC the sole and exclusive right-to-sell the Real Property from and after the Effective Date. For purposes hereof, the “**Effective Date**” shall be the date that the Bankruptcy Court issues and enters an order approving the engagement of MYC substantially in the form set forth in this Agreement. MYC shall be permitted to co-broker the Real Property as they deem appropriate and necessary to maximize the sale price of the Real Property. In no event, regardless of the number of co-brokers, shall the Commission (as defined below) exceed the rate or alter the terms described in Sections 2 and 3 below. MYC shall offer any co-broker no less than forty percent (40%) of the Commission earned or two percent (2%) calculated from the Court approved sale price of the Real Property.

2. **TERM.** The initial term of this Agreement is one hundred eighty (180) days from the Effective Date. Thereafter, this Agreement shall renew automatically for succeeding terms of thirty (30) days each, under the same terms and conditions, unless either party provides written notice to the other party, no less than thirty (30) days in advance of any renewal date, stating that the party wishes to terminate this Agreement; provided, however, that in no event shall the term be extended beyond one (1) year from the Effective Date. unless both parties agree, in writing, to the extension of said term (the period from the Effective Date through the termination of this Agreement is referred to herein as, the “**Term**”).

3. COMPENSATION.

3.1. MYC's compensation as a real estate broker shall be as follows: either (a) MYC's commission in the amount of five percent (5%) of the gross proceeds realized from the sale of the Real Property shall be paid at closing by the Debtor ("Commission"); or, in the event there is no sale, (b) the Fee (as defined below). Subject to approval of the Bankruptcy Court, the Fee shall be due at the expiration of the Agreement in the event the Real Property is not sold for an amount exceeding the secured debt on the Real Property plus the Commission that would be due. In such case, MYC will be entitled to seek reasonable compensation for actual, necessary services rendered to the estate by MYC ("Compensation"), provided such Compensation shall not exceed \$50,000 without the advance written authorization of the Debtor. For any Compensation, MYC will charge the Debtor's estate its customary fees, billed at an hourly rate in one-tenth (.10) of an hour increment, ranging from \$75 to \$325 per hour. In that regard, MYC will keep detailed time records and receipts in accordance with the Bankruptcy Code and the guidelines of the United States Trustee. Furthermore, MYC shall be entitled to reimbursement for all documented expenses related directly to the marketing and sale of the Real Property ("Expense Reimbursement"), provided such Expense Reimbursement shall not exceed \$25,000 (collectively, Fee and Expense Reimbursement, the "Fee"). Such expenses shall be incurred directly in connection with its work for the Debtor. If MYC earns a Commission, MYC shall not be entitled to the Fee. The Fee shall be due and payable only in the event that MYC has reasonably established that its activities in the marketing and sale of the Real Property are reasonable and in keeping with industry standards notwithstanding its failure to complete the sale of the Real Property.

3.2 Debtor agrees to pay to MYC a Commission, calculated as provided in Section 3.1, if and only if, all of the following conditions are satisfied: (a) prior to the termination of this Agreement, a Definitive Agreement is fully executed and entered into with a prospective purchaser who is procured by MYC, Debtor, or any other party; (b) to the extent requested by Debtor, MYC complies with its continuing obligations under this Agreement to assist Debtor in the sale of the Real Property, including soliciting additional bids, the Debtor's due diligence and closing obligations under such Definitive Agreement; and (c) the sale of the Real Property is closed in accordance with its terms and price as approved by the Bankruptcy Court. No Commission shall be payable by Debtor to MYC: (y) following a termination of this Agreement due to a MYC Default or other cause, or (z) if any one of the conditions listed in clauses (a), (b) or (c) of the preceding sentence is not satisfied. Any Definitive Agreement shall be subject to approval of the Bankruptcy Court and subject to higher and better offers as determined by the Debtor with the approval of the Bankruptcy Court.

4. OPERATIONAL MATTERS.

4.1. The following individuals shall be responsible for the day-to-day performance of MYC's obligations under this Agreement, including, without limitation, all communications with Debtor and prospective purchasers on behalf of MYC: Marc P. Yaverbaum and Victor M. Moneypenny (the "Listing Team"). Furthermore, of the Listing Team, [name], or such other persons designated in writing by Debtor shall be Debtor's primary contacts with MYC (any such person being "Debtor's Liaison"). Debtor and MYC appoint the Listing Team as Debtor's real estate broker, to the exclusion of all other brokers. MYC may replace any member

of the Listing Team during the Term in the event a member of the Listing Team dies, becomes incapacitated or terminates his/her employment with MYC, provided such replacement individual has similar or greater experience than the replaced member and provided that Debtor consents in writing. Upon written request by Debtor, any member of the Listing Team shall be replaced by another qualified salesperson employed by MYC, subject to Debtor's approval in writing.

4.2. MYC represents to Debtor as follows: (a) MYC is duly organized, validly existing and in good standing under the laws of the State of New York and has complied with all applicable laws in order to conduct business therein; (b) MYC has sufficient staff and other resources to carry out its duties hereunder in a prompt, efficient, diligent and professional manner; (c) MYC is a duly licensed real estate broker in the State of New York and such licenses are in good standing in such State; (d) all real estate agents or salesmen employed by MYC in connection with the marketing of the Real Property are duly licensed in the State of New York; and (e) MYC has all power and authority required to execute, deliver and perform this Agreement.

4.3. MYC shall be responsible for the supervision of all its officers, members, affiliates, directors, employees, agents and representatives (collectively, "**MYC's Parties**") and each, individually, a "**MYC Party**") performing services in connection with the performance of MYC's obligations under this Agreement. MYC shall cause each MYC Party to comply with the terms of this Agreement as if they were a party hereto and MYC shall be responsible for any failure of any MYC Party to comply with the terms of this Agreement.

4.4. In performing their respective duties and obligations under this Agreement, MYC and Debtor agree that they will comply with all laws, rules and regulations applicable to the parties, the Real Property and this Agreement. Debtor and MYC agree that the Property will be offered and auctioned in compliance with all applicable federal, state and local antidiscrimination laws and regulations. MYC, at its sole cost and expense, shall take all actions necessary to ensure that all licenses required to enable MYC to perform its duties and obligations, including the license required to conduct an auction of the Real Property, hereunder are obtained and remain in full force and effect. MYC shall maintain high standards of honesty, integrity, impartiality, and conduct. MYC shall use commercially reasonable judgment and shall avoid misconduct and the appearance thereof. MYC shall disclose to Debtor any actual conflicts of interest promptly after MYC becomes aware of the same, and, to the extent such disclosure does not violate MYC's confidentiality obligations to another party, MYC shall disclose to Debtor any engagements by a member of the Listing Team to sell property similar to the Real Property located within five (5) miles of the Real Property. At the request of the Debtor, MYC shall provide the auctioneer for the auction at no additional cost to Debtor.

5. **DUTIES AND OBLIGATIONS OF MYC.**

5.1. MYC agrees to promote and broker the Real Property in a commercially appropriate manner with best efforts as to obtain the highest possible selling price for the Real Property and, to the extent requested by the Debtor, MYC shall: (a) furnish at the time of the Auction such assistants and other help as may be required to handle the Auction and shall in every way endeavor to sell the Real Property for as high a price as may be obtained, and (b) shall conduct the Auction in accordance with the terms and conditions of sale and/or bidding procedures that are approved by the Bankruptcy Court. MYC shall prepare and submit to Debtor

a comprehensive sales and marketing plan for the Real Property for the Term (“**Plan**”), including a comprehensive strategy in narrative form for the sale of the Real Property or portion thereof, proposed listing prices for each portion of the Real Property, a detailed advertising and marketing budget and such additional information as MYC deems relevant or as Debtor may reasonably request. Except as provided above, MYC will be responsible for all costs and expenses MYC incurs in the marketing of the Real Property. Following receipt and review of MYC’s Plan, the Debtor can meet with MYC to review and discuss the MYC Plan. Unless otherwise approved in writing by Debtor, the Real Property shall be offered for sale only at the listing prices set forth in the Plan, for cash, on an “as is” basis. The Debtor reserves the right in its reasonable discretion and without incurring any liability to MYC for any commission or other compensation, except for payment of the Fee, to determine all of the terms, conditions and provisions of any agreement of sale (“**Definitive Agreement**”), to reject any offer or agreement of sale, to change any of the terms of the offering of the Property at any time and to remove all or any portion of the Property from the market. All documentation to be delivered to a prospective purchaser shall be approved by Debtor in writing prior to its release. Except as provided in Section 3.1 hereof, the Debtor shall have no obligation to reimburse MYC for any expenses. The parties hereto acknowledge that payment of any Commission or Fee may be subject to the final approval of the Bankruptcy Court.

5.2 In furtherance, and not in limitation, of the engagement of MYC hereunder, MYC hereby agrees to perform the following activities pursuant to the terms of this Agreement:

(a) establish and maintain a “virtual war room” with all condominium documents, historical operating information, and other information that MYC and Debtor believe are relevant to marketing the Real Property;

(b) develop brochures, sales aids, and special sales materials for the Real Property, provided any such brochures, sales aids or other materials shall be approved by Debtor in writing in advance of their use and shall be and remain the property of Debtor;

(c) to the extent provided in the Plan, advertise the Real Property for sale, provided MYC shall not publish, display or distribute any advertisement or publicity release concerning the Real Property without first obtaining the written approval of such matter by Debtor; and

(d) promptly deliver all offers (both oral and written) received by MYC with respect to the sale of the Real Property to Debtor, and with respect to oral offers received, promptly put such offers in writing and deliver such offers, as put in writing, to Debtor (such written offers or offers reduced to writing as provided above, collectively, “**Offers**”).

5.3. MYC shall keep the Debtor reasonably apprised as to the progress of its performance of this Agreement no less than bi-weekly. Without limiting the generality of the foregoing, MYC shall prepare and furnish to Debtor, as Debtor may elect, a written report in reasonable detail, summarizing MYC’s activities hereunder and the results obtained therefrom for that month. The report shall include information regarding all ongoing substantive negotiations, as well as all prospective purchasers, identifying those with whom MYC has made contact, property showings, any marketing expenses that materially deviate from the amount set forth in the Plan, and any other related matters as

Debtor may reasonably request. In addition, to the extent MYC has identified trends, issues or other matters which render continued compliance with the Plan to be contrary to the best interests of Debtor, MYC shall identify such matters in its monthly report.

5.4. MYC agrees that any information regarding Debtor and the Real Property delivered by Debtor to MYC or otherwise acquired by MYC in the performance of its obligations under this Agreement, shall be deemed “**Confidential Information**” and shall be used by MYC solely for the purpose of performing its services under this Agreement. MYC shall keep all Confidential Information confidential and shall only disclose Confidential Information to such MYC’s Parties (but not including co-brokers) who, in MYC’s considered judgment, need to know such information for the purpose of advising or assisting MYC in performing its obligations under this Agreement. MYC’s Parties shall be informed by MYC of the confidential nature of such information and shall be directed by MYC to keep all such information confidential in accordance with this Agreement. Upon the request of Debtor, MYC will promptly deliver to Debtor all Confidential Information in its possession or control. MYC will retain copies thereof only to the extent required by applicable law, MYC’s policies, or for the purpose of prosecuting or defending any action arising under or relating to this Agreement, and in such cases, those copies will remain subject to the confidentiality provisions contained herein. MYC shall disclose Confidential Information to a prospective purchaser, co-broker, or any MYC or other person or entity representing a prospective purchaser only after obtaining an executed confidentiality agreement substantially on Debtor’s standard form from each such person or entity.

6. **DUTIES AND OBLIGATIONS OF THE DEBTOR.**

6.1 Debtor shall use reasonable efforts to maintain the Real Property in good condition and well maintained, as clean and presentable property is more attractive to potential buyers.

6.2 Debtor must provide the Listing Team with unfettered access to the Real Property by either adding the Listing Team to any authorized persons list the building may maintain and providing MYC with keys or access codes to the Real Property. Debtor must facilitate MYC having the ability to show the Real Property at will, subject to the rules and regulations of the managing agent of the Building.

6.3 Debtor has no knowledge of any known material defects or issues with the Real Property, including past repairs, and structural problems (“Material Issues”) and will share such knowledge with MYC in the event Debtor becomes aware of any Material Issues.

6.4 Debtor must consult with MYC in the drafting of any bidding procedures relating to the sale of the Real Property.

6.5 Debtor must provide copies of all available previous listings of the Real Property since its purchase.

6.6 Debtor must advise and inform MYC of all negotiations with any prospective purchaser and their counsel promptly upon commencement of same.

6.7 Debtor must provide all pertinent and available data relating to the Real Property, as reasonably requested by MYC, including, but not limited to the monthly maintenance, copies and amounts of all current and future assessments, yearly real estate taxes, a list of expenses of the Real Property for the past twelve (12) months, copies of the bylaws, and Covenants, Conditions, and Restrictions and any amendments thereto.

7. **DEFAULT; TERMINATION.**

7.1. MYC shall be in default ("**MYC's Default**") under this Agreement if any of the following events occur: (a) MYC fails to perform any of its duties and obligations set forth in this Agreement or fails to comply with any of the other covenants, terms and provisions of this Agreement, and such failure is not cured within five (5) days of MYC's receipt of written notice from Debtor as to the existence and substance of any such failure; (b) any representation or warranty of MYC set forth herein is determined to be false, misleading or erroneous in any material respect; (c) MYC files a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar federal or state law now or hereafter in effect or if an involuntary proceeding is filed against MYC under the Federal Bankruptcy Code or any similar federal or state law now or hereafter in effect, and such proceeding has not been vacated within sixty (60) days; (d) MYC engages in any conduct inconsistent with the standards set forth therein; or (e) there is any change in the control of MYC.

7.2. If MYC is in default under this Agreement, Debtor shall have the right to terminate this Agreement upon notice to MYC and in addition, shall be entitled to exercise all other rights and remedies available to Debtor at law or in equity as a result of MYC's default. Any such termination of this Agreement by Debtor shall be effective immediately upon written notice to MYC. If MYC is in default hereunder, and Debtor terminates this Agreement as a result of such default, MYC shall be entitled to only those commissions earned prior to the effective date of such termination.

7.3. Upon the expiration or earlier termination of the Term, MYC, at Debtor's sole cost and expense, shall promptly deliver to Debtor all of Debtor's files, documents and other information provided by Debtor to MYC and in the possession of MYC. The parties agree that all marketing information, advertising materials, pamphlets, and brochures generated by MYC with respect to the Real Property during the Term are the property of MYC, however, Debtor may retain copies of the foregoing for its files. MYC shall be entitled to retain copies of any of Debtor's information which MYC deems reasonably necessary to complete MYC's business records; provided, however, all such information shall be deemed Confidential Information, subject to the provisions of this Agreement, which survive the expiration and termination of this Agreement. Notwithstanding the above, MYC shall provide Debtor with a copy of a list of contacts made with respect to the Real Property which Debtor shall not disclose except (x) in the event a third party seeks to assert a claim against Debtor which pertains to the contacts or (y) Debtor reasonably decides that the contacts should be disclosed to the Bankruptcy Court

in connection with furthering the request for approval of any judicial relief requested with respect to the sale of the Real Property.

8. **INDEMNIFICATION.** MYC hereby covenants and agrees to indemnify, defend and hold harmless Debtor and its officers, directors, employees, trustees, partners, principals, agents, parents, subsidiaries, investment managers and other affiliates and representatives (together, "**Debtor Parties**"), regardless of whether any such person or entity has been disclosed or remains undisclosed, from and against all claims, demands, causes of action, judgments, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs), to the extent attributable to (a) any claim for any commission, compensation, fee or other charges made against Debtor, other than those Debtor has agreed in writing to pay, made by any party to the extent arising out of MYC's dealings with such party in connection with the sale of the Property; (b) any negligent act or negligent omission by MYC or a MYC Party; (c) any act of MYC or a MYC Party beyond the scope of MYC's authority hereunder or not otherwise authorized by Debtor in writing; and/or (d) any material breach, defaults or misrepresentation by MYC under this Agreement. In connection with any matter for which MYC is obligated to indemnify, defend and hold harmless Debtor, MYC shall be entitled to select attorneys to defend such matters, provided such attorneys shall be subject to the prior approval of Debtor, which approval shall not be unreasonably withheld. Debtor agrees to cooperate with MYC and such attorneys in connection with their representation and defense of Debtor hereunder. MYC, including any attorney selected by MYC and approved by Debtor, shall be entitled to settle or compromise any claim covered by this Section 5.1 without the approval of Debtor, provided that MYC shall not, without the prior written consent of Debtor: (y) enter into any such settlement in which MYC receives a more comprehensive release or hold harmless than Debtor, provided that such settlement, compromise or judgment shall not affect the continuing obligation of MYC to indemnify Debtor hereunder; or (z) settle or compromise any action, suit, proceeding or claim in any manner that may adversely affect Debtor or obligate Debtor to pay any sum or perform any obligation. The indemnity of MYC set forth in this Section 7 shall survive the expiration or termination of this Agreement.

9. **NOTICES.** All formal notices, demands, requests, approvals and other communications required or permitted by this Agreement shall be in writing, addressed to Debtor or MYC, as the case may be, at its respective address for notices set forth beneath such party's signature, or at such other address as Debtor or MYC may from time to time designate by written notice to the other party as herein required. Such notice or other communication shall be: (a) mailed by United States certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office; (b) sent by reputable overnight carrier (e.g., Federal Express, DHL, Purolator); (c) personally delivered (including by means of professional messenger service); or (d) sent by facsimile or electronic transmission and promptly confirmed in writing. Notice given in accordance herewith for all permitted forms of notice shall be effective upon the earlier to occur of actual delivery to the party or refusal of receipt by the party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice to the designated party. Notices given by counsel to a party shall be deemed given by such party.

10. **PROHIBITED PERSONS.** MYC and Debtor, represent and warrant to the other that they, and their respective partners, members, employees, officers, and directors are in

compliance with, and shall use their best efforts at all times during the term of this Agreement (including any extension thereof) to remain in compliance with, the regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

11. **MISCELLANEOUS**. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, and assignees. Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity other than the parties hereto and their respective successors, heirs, and assigns any rights or remedies under or by reason of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof. This Agreement incorporates the entire understanding of the parties regarding the subject matter hereof and supersedes all previous agreements or understandings regarding the same, whether written or oral. This Agreement may not be amended, and no portion hereof may be waived, except in a writing duly executed by the parties. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and among parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

12. **GOVERNING LAW, NO JURY TRIAL**. This Agreement shall be governed by the laws of the State of New York, without regard to such state’s rules concerning conflicts of laws. Each party irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort, or otherwise) related to or arising out of this Agreement.

13. **BANKRUPTCY COURT APPROVAL AND CONSENT**. This Agreement is subject to Bankruptcy Court approval and the parties irrevocably consent to the Bankruptcy Court’s jurisdiction with respect to any action to approve or enforce this Agreement and expressly waive any right to commence any action in any other forum or to contest the Bankruptcy Court’s jurisdiction and, further, to the payment of the Commission or the Fee as contemplated above.

14. **JURISDICTION**. The Bankruptcy Court shall retain exclusive jurisdiction over the subject matter of this Agreement, including, but not limited to, the implementation and interpretation of the terms and conditions herein.

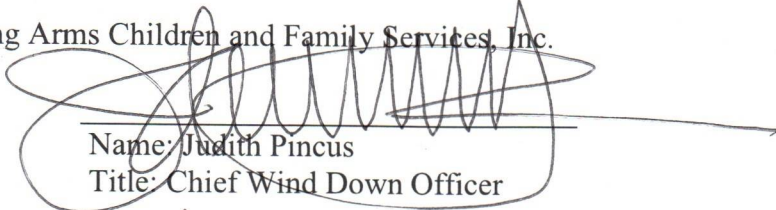
15. **EXECUTION/COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which is deemed an original, together constituting one and the same document. Facsimile signatures and signatures in portable document format (.pdf) are deemed originals for the purposes of this Agreement.

16. **AUTHORITY**. The persons executing this Agreement on the parties' behalf warrant and represent that they are authorized and empowered to execute and deliver this Agreement on behalf of such party.

AGREED TO AND ACCEPTED BY:

Sheltering Arms Children and Family Services, Inc.

BY:


Name: Judith Pincus
Title: Chief Wind Down Officer

DATE:

5/6/2025

MYC & Associates, Inc.

BY:

Name: Marc P. Yaverbaum
Title: Authorized Officer

DATE:

16. **AUTHORITY**. The persons executing this Agreement on the parties' behalf warrant and represent that they are authorized and empowered to execute and deliver this Agreement on behalf of such party.

AGREED TO AND ACCEPTED BY:

Sheltering Arms Children and Family Services, Inc.

BY:

Name: Judith Pincus
Title: Chief Wind Down Officer

DATE:

MYC & Associates, Inc.

BY:

/s/ Marc P. Yaverbaum

Name: Marc P. Yaverbaum
Title: Authorized Officer

DATE:

May 2, 2025

Exhibit B

Yaverbaum Affidavit

(See Attached)

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----x
In re:

SHELTERING ARMS CHILDREN AND
FAMILY SERVICES, INC.

Chapter 11

Case No. 24-41037 (JMM)

Debtor.
-----x

**DECLARATION OF MARC P. YAVERBAUM IN SUPPORT OF THE DEBTOR’S
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF MYC & ASSOCIATES, INC. AS REAL ESTATE BROKER**

I, Marc P. Yaverbaum, make this declaration (“**Declaration**”) pursuant to 28 U.S.C. § 1746 and state as follows:

1. I am a representative and employee of MYC & Associates, Inc. (“**MYC**”). I submit this statement pursuant to Federal Rule of Bankruptcy Procedure 2014, in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of MYC & Associates, Inc. as Real Estate Broker* (the “**Application**”)¹. Unless otherwise stated, all facts set forth herein are based on my personal knowledge, review of relevant documents, discussions with the Debtor, the Debtor’s professionals, or is my opinion, based on my personal experience and knowledge regarding the Debtor and its efforts to market and sell its assets. If I am called as a witness, I would testify competently to the facts set forth herein.

2. On May 6, 2025, MYC and the Debtor signed that certain Exclusive Right-To-Sell Marketing and Sales Agreement (the “**Engagement Agreement**”) in the form attached to the Application as **Exhibit A**. Under the Engagement Agreement, MYC is to serve as the Debtor’s real estate broker, assisting with the marketing and sale process for the Debtor’s real property

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

located at 305 7th Avenue, Units 4A and 4B, New York, New York 10001 (the “**Seventh Avenue Property**”).

3. I am the Vice President and a founding member of MYC. I have specialized in sell-side representation of commercial real estate for more than twenty-one (21) years and have broad experience in complex transactional work, including a variety of court-approved sale processes. I will be assisted in the engagement by my co-workers at MYC. Together, my coworkers and I, along with our support staff at MYC, will serve as an advisor to the Debtor through the closing of the transaction for the sale of the Seventh Avenue Property.

4. The members of the MYC team have brokered numerous sales of commercial real estate in the New York City area. Based on MYC’s extensive experience, I believe that MYC is both qualified and well-positioned to serve the Debtor in its Chapter 11 Case in a cost-effective, efficient, and timely manner.

5. To the best of my knowledge, information and belief, neither I, nor any individuals on MYC’s team working on this matter:

- (a) are creditors, equity security holders or insiders of the Debtor;
- (b) are a holder of any of the Debtor’s outstanding debt instruments;
- (c) are or were, within two (2) years before the Petition Date, a director, officer, or employee of the Debtor; or
- (d) have an interest materially adverse to the interest of the estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship with, or interest in, the Debtor or for any other reason.

6. To the best of my knowledge and belief, except as otherwise provided herein, MYC: (a) does not hold any interest materially adverse to the Debtor’s estate; (b) has no connection with the Debtor, its creditors, equity security holders, or related parties herein; and (c) is a “disinterested person” within the meaning of Section 101(14) of the Bankruptcy Code, as modified

by Section 1107(b) of the Bankruptcy Code. MYC does not, and has not, represented any entities, other than the Debtor, in matters related to this Chapter 11 Case. MYC may have in the past represented, may currently represent, and likely in the future will represent, Parties-in-Interest, including creditors of the Debtor in connection with matters unrelated to the Debtor and this Chapter 11 Case. As is part of its customary practice, MYC is involved in cases, proceedings, reorganizations and transactions involving many different parties, some of which may represent, or be, claimants, or other Parties-in-Interest in this Chapter 11 Case.

7. I am not related or connected to and, to the best of my knowledge after reasonable inquiry, no other professional of MYC who will work on this engagement is related or connected to, any United States Bankruptcy Judge for the Eastern District of New York, any of the District Judges for the Eastern District of New York, the United States Trustee for Region 2, or any employee in the Office of the United States Trustee for Region 2.

8. MYC has no connection to the Debtor, its creditors, or related parties herein except as noted herein. Further, MYC does not, and has not, represented any entities, other than the Debtor, in matters related to this Chapter 11 Case.

9. Given the large number of Parties-in-Interest in this Chapter 11 Case, and despite the efforts to identify and disclose MYC's relationships with such Parties-in-Interest, I am unable to state with absolute certainty that every client relationship or other connection has been disclosed in this Declaration. If any new material facts or relationships are discovered or arise, MYC will promptly file a supplemental declaration with the Court.

10. I believe that MYC's services will be complimentary to, rather than duplicative of, the services to be provided by other professionals in this Chapter 11 Case. MYC will work closely with the other professionals retained by the Debtor to prevent unnecessary or inefficient

duplication of services and will take whatever steps are necessary and appropriate to avoid any such unnecessary duplication.

11. Subject to the Court's approval and in accordance with Section 328(a) of the Bankruptcy Code, MYC seeks to be paid compensation as follows:

(e) **Commission**: MYC will receive a commission of five percent (5.00%) of the gross proceeds realized by the Debtor from the sale of the Seventh Avenue Property. If MYC earns a Commission, it is not entitled to any reimbursement of expenses.

(f) **Alternative Transaction Fee**: If the Seventh Avenue Property is not sold for an amount exceeding the secured debt on the Seventh Avenue Property plus the Commission, then upon the termination of the Engagement Agreement, MYC will be entitled to seek reasonable compensation for actual, necessary services rendered to the Debtor's estate by MYC, provided such Compensation shall not exceed \$50,000 without the advance written authorization of the Debtor. For any Compensation, MYC will charge the Debtor's estate its customary fees, billed at an hourly rate in one-tenth (.10) of an hour increment, ranging from \$75 to \$325 per hour. In that regard, MYC will keep detailed time records and receipts in accordance with the Bankruptcy Code and the guidelines of the United States Trustee. MYC will also be entitled to reimbursement for all documented expenses related directly to the marketing and sale of the Real Property, provided such Expense Reimbursement shall not exceed \$25,000.

12. I understand, and MYC and my co-workers acknowledge and agree, that if MYC seeks to receive compensation and the reimbursement of costs and expenses associated with this Chapter 11 Case from the Debtor, MYC will apply to this Court for authorization to do so in a manner consistent with the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

13. I submit that MYC's commission-based compensation under the Engagement Agreement is reasonable and comparable to the compensation generally charged by firms of similar stature for comparable engagements and that such fees and expenses should be approved by the Court pursuant to Section 328(a) of the Bankruptcy Code.

14. Except as otherwise set forth in this Declaration or the Application, MYC has not received any consideration or promise of consideration for services for the Debtor, although the Debtor has agreed to pay MYC such reasonable fees and reimburse such reasonable costs and

expenses as the Court may allow pursuant to Sections 330 and 331 of the Bankruptcy Code, on the terms set forth in the Engagement Agreement.

15. Except as otherwise set forth in the Engagement Agreement with respect to MYC's right to co-broker the Seventh Avenue Property, MYC has not shared or agreed to share any of its compensation from the Debtor with any other entity. Except as described herein, to the best of my knowledge, no commitments have been made or received by MYC as to compensation or payment in connection with this Chapter 11 Case.

16. The foregoing constitutes the statement of MYC pursuant to Section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014. I believe MYC is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code, and, therefore, believe that MYC is eligible for employment and retention by the Debtor pursuant to the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

17. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and MYC will comply with them, subject to all Orders of this Court.

I hereby certify under penalty of perjury under the laws of the United States that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 2nd day of May, 2025
New York, New York

/s/ Marc P. Yaverbaum
Marc P. Yaverbaum

Attachment 1 to Declaration of Marc P. Yaverbaum

The Debtor:

Sheltering Arms Children and Family Services, Inc. f/k/a Episcopal Social Services Of New York, Inc.

The Debtor's Current and Former Officers and Directors:

Kenneth M. Kramer
Elizabeth P. Munson
Deborah B. Snyder
Gail Coleman
Tammi T. Butler
Helen Cheng
Carl Contiguglia
Robert C. Daum
Karen Caudill
George Evans
Dominic Freud
Daniel Gutzmore
Julia Hilbert
Julia Kahr
Pareen Patel Kohlhaas
E. Peter Krulewitch
Robert J. Lisi
Malcolm MacKay
Stephen S. Madsen
Dana Medema
Rashad Moore
Kenneth Munoz
Kimberly Mustin
James Pickman
William D. Rogers
David M. Rubin
Roshan Shah
Sabrina Skelton
Claudia Steer
J. Frederick Stillman III
Jennifer M. Wallace
Susan Webster
Elizabeth Cooper
Brian Polovoy
Elizabeth McCarthy
Cassilda Aguilera
Lely Nourmania
Jane Golden
Emily Sachs

Janine Duke
Jordan Katon
Makido Scott
Bryan Foster
John Valentine
Diana Ortiz
Belle Feaser
Ruth Edwards
Rich Olownia
Amy Wilkerson
Meridith Sopher
Carolyn O'Brien
Ayanna Seabrook
Meredith Ansell
Deborah Washington
Josefina Perez
Natalie Brooks Wilson
Leonor Walcott
Elizabeth Kirkham
Judith Pincus

Creditors:

Citibank, N.A.
New York Pooled PRI Fund, LLC
SeaChange Capital Partners, Inc.
The North River Insurance Company
Morgan Stanley Private Bank
First Commerce, LLC
De Lage Landen Financial Services, Inc.
NYC Administration for Children's Services
Pension Benefit Guaranty Corporation
Quantum Strategies, LLC
25 Broadway Office Properties, LLC
NYC Department of Education
NYS Department of Labor
New Jersey Manufacturers Insurance Company
NYS Office of the Medicaid Inspector General
Tsafon Associates, LLC
Iron Mountain
NYC Department of Youth & Community Development
Netsmart Technologies, Inc.
American Express
Pride Healthcare LLC
TemPositions Health Care, Inc.
HealthFirst
Apex Mechanical Corp

De Lage Landen Financial Services, Inc.
Briscoe Protective Systems Inc.
IMA Systems LLC
Atlas Search Health Solutions LLC
Base Concept HVAC and General Construction, Inc.
ADP Inc.
Beacon Therapy Services PLLC (DBA)
Bond Health Staffing LLC
K & B of Queens, Inc.
Guidance and Productivity Staffing Solutions Services
BLDG Management Co., Inc.
Great Neck Chemists Inc.
Lerco Electric, LLC

U.S. Trustee/Employees

William K. Harrington
Olga S. Allen
Carmen Davis
Linda A. Riffkin
Victor Abriano
Mark Bruh
Amanda D. Cassara
Shara Cornell
Nadkarni Joseph
Brian S. Masumoto
Ercilia A. Mendoza
Mary V. Moroney
Alaba Ogunleye
Ilusion Rodriguez
Andrea B. Schwartz
Paul K. Schwartzberg
Shannon Scott
Sylvester Sharp
Tara Tiantian
Andy Velez-Rivera
Daniel Rudewicz
Madeleine Vescovacci
Valentina Vlasova
Annie Wells
Greg M. Zipes
Marylou Martin
Janease Clarke
Leiden Czarniecki
Angel M. Dios
Neidy Fuentes
Nazar Khodorovsky

Reema Lateef
Michelle A. Leary
Dianna Mohabir
Cheuk M. Ng
Lynda A. Rettagliata
Jeremy S. Sussman
Christine H. Black
William Birmingham
John Gervais
Diomarys E. Hernandez
Joann Lomangino
Stephanie Williams
Stan Yang

Exhibit C

Proposed Form of Order

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----x
In re:

SHELTERING ARMS CHILDREN AND
FAMILY SERVICES, INC.

Chapter 11

Case No. 24-41037 (JMM)

Debtor.
-----x

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
MYC & ASSOCIATES, INC. AS REAL ESTATE BROKER**

Upon the application (the “**Application**”)³ [ECF ___], of Sheltering Arms Children and Family Services, Inc., (“**Sheltering Arms**” or the “**Debtor**”), as a debtor and debtor-in-possession in the above referenced chapter 11 case (the “**Chapter 11 Case**”), for entry of an order, pursuant to sections 105(a) and 327(a) of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014 and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules (the “**Local Rules**”), and the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330: (a) authorizing the employment and retention of MYC & Associates, Inc. (the “**Broker**”) as real estate broker for the Debtor, to provide real estate brokerage services with respect to the Debtor’s real property located at 305 7th Avenue, Units 4A and 4B, New York, New York 10001 (the “**Seventh Avenue Property**”); (b) approving that certain Exclusive Right-To-Sell Marketing and Sales Agreement (the “**Engagement Agreement**”), a copy of which is annexed to the Application as **Exhibit A**; and (d) granting related relief; all as described more fully in the Application; and the Court having jurisdiction to consider the

³ Capitalized terms used herein, unless herein defined, shall be used with the meanings ascribed to such terms in the Application.

Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due and appropriate notice of the Application having been provided under the circumstances of this Chapter 11 Case and as set forth in the Application, and it appearing that no other or further notice of the Application need be provided; and the Court having determined that the relief sought in the Application is in the best interests of the Debtor, its estate and all parties in interest; and upon the declaration or affidavit of Marc P. Yaverbaum (the “**Declaration**”), a copy of which is attached to the Application as **Exhibit B**; and upon the record of the hearing held by the Court on the Application on June 11, 2025 (the “**Hearing**”); and just cause having been established at the Hearing; and all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtor is authorized to retain and employ the Broker under the terms set forth in the Engagement Agreement.
3. The Broker shall be compensated for its services pursuant to the Engagement Agreement and must only file a final fee application.
4. The Debtor is authorized, but not directed, to take all actions necessary or desirable to effectuate the relief granted herein.
5. Notwithstanding any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. The Court shall retain jurisdiction over any and all matters arising from the interpretation, implementation, or enforcement of this Order.