Hearing Date: November 19, 2025 at 10:00 a.m.
Objections Due By: November 12, 2025 at 4:00 p.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.

Debtor.

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Chapter 11

Case No. 24-41037 (JMM)

DEBTOR'S MOTION FOR ENTRY OF AN ORDER SEEKING: (A) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH METALQUEST, INC. FOR THE STORAGE AND DISPOSITION OF RECORDS; (B) DIRECTING THIRD PARTY STORAGE VENDORS TO COOPERATE IN THE TRANSFER OF RECORDS; AND (C) AUTHORIZING PAYMENT IN CONNECTION THEREWITH

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 motion (the or this "**Motion**"), pursuant to sections 105 and 363 of Title 11 of the United States Code (the "**Bankruptcy Code**"), for the entry of an order: (a) authorizing the Debtor to enter into the Lifecycle Management of Hardcopy Records and Electronic Data Agreement (the "**Records Agreement**"), a copy of which is annexed hereto as **Exhibit A**, with MetalQuest, Inc., ("**MetalQuest**"), providing, among other things, for the pickup, transport, cataloging, indexing,

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

storage, maintenance, and eventual secure destruction of the Debtor's records, whether in hard copy or electronic form and including, without limitation, any hardware upon which any electronic records may be stored (collectively, the "**Records**"), some of which contain health and other protected information; (b) directing third party storage vendors to cooperate with the transfer of the Records to MetalQuest; and (c) authorizing the payment to: (i) MetalQuest for its services in accordance with the Records Agreement, and (ii) third party storage vendors in connection with: (A) the retrieval and transfer of the Records to be maintained, and (B) the secure destruction of any Records which the Debtor is no longer required to maintain.. In connection therewith the Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this Motion 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) and 363 of Title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

SUMMARY OF RELIEF REQUESTED

2. Prior to the commencement of this Chapter 11 Case, the Debtor, one of the oldest social services agencies in New York City, operated a wide array of programs and services for children, their families and communities. Through these programs, the Debtor was active in the areas of foster care, juvenile justice, developmental disability services, and early childhood services, while providing an array of related health, preventative, youth and education programs. As a result, the Debtor created and subsequently maintained hundreds of thousands of records, in both paper and electronic format. In addition to regular business and employee records, many of

these program related records contain protected health information subject to HIPAA and still others involve the care and welfare of children, similarly containing protected personal information.

3. While the Debtor was able to safely transition the vast majority of its operations, including substantially all of its programs, prior to the commencement of this Chapter 11 Case, it was not able to transfer many of the historical business, medical and other records related thereto. As a result, the Debtor has maintained these records either at third party sites or at its remaining properties, including its property at 305 7th Avenue, Units 4A and 4B, New York, New York 10001 (the "**305 7th Avenue Property**"), which the Debtor, through its real estate broker, is in the process of marketing for sale.

4. As the Debtor continues to work towards winding-down its remaining operations, selling its remaining real properties, including the 305 7th Avenue Property, and in order to comply with its ongoing and future obligations to maintain certain records, the Debtor engaged in an extensive RFP process to find a records custodian. The Debtor's objectives were twofold, to obtain the most comprehensive and streamlined custodial agreement that would provide continued access to records for both the Debtor and its former clients at the best possible cost to its estate. The Debtor spoke with multiple parties and ultimately solicited bids from three (3) vendors to provide permanent custodial record retention and retrieval services, which also includes certified destruction at the conclusion of each records statutory lifespan.[2] Following review of the bids, and

[2] The Debtor, in consultation with Counsel, has conducted an in depth review of the index of its existing Records and, as part of the relief sought by this Motion, is also seeking authority to currently destroy (and pay for such destruction) those records it has no obligation to maintain. This exercise will save the Debtor tens of thousands of dollars in future costs.

further negotiations with the parties, the Debtor determined that the MetalQuest bid was the most beneficial to the Debtor's estate as it provided the best mix of services, timing and cost structure.

5. By consolidating and transferring the Debtor's Records to MetalQuest's custody, the Debtor will be able to provide for the maintenance of its records on a go forward basis (long after the Debtor ceases to exist), while enabling certain authorized parties, including former clients and current and former employees, to access their Records. Ultimately, the arrangement with MetalQuest also ensures proper destruction of the Records mitigating the risks of any protected information becoming public.

6. Accordingly, by this Motion, the Debtor seeks authority and approval to: (a) enter into the Records Agreement with MetalQuest, providing, among other things, for the pickup, transport, cataloging, indexing, storage, maintenance, and eventual secure destruction of the Records; (b) directing third party storage vendors to cooperate with the transfer of the Records to Metal Quest; and (c) authorizing the payment to: (i) MetalQuest for its services in accordance with the Records Agreement, and (ii) third party storage vendors in connection with: (A) the retrieval and transfer of the Records to be maintained, and (B) the secure destruction of any Records which the Debtor is no longer required to maintain.

GENERAL BACKGROUND

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

8. 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.

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

10. 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 AND THE BASIS THEREFORE

A. Applicable Retention and Storage Requirements

11. The Debtor is a "Covered Health Care Provider" as defined under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160 and 164, as amended (the "**HIPAA Privacy and Security Rules**"). Accordingly, under the provisions of HIPAA and the HIPAA Privacy and Security Rules (together with any other applicable law relating to retention and destruction of the Records, collectively, the "**Record Retention Laws**") the Debtor must comply with certain guidelines and timetables for the retention and destruction with respect to certain of the Records.

12. As mentioned above, the Debtor currently maintains its Records at multiple locations, including the 305 7th Avenue Property, and with third party records storage vendors. The Debtor is incurring monthly storage fees in connection with the third party vendors and is also anticipating liquidating the 305 7th Avenue Property. The Debtor believes it is appropriate to address the Records storage matter at this time, rather than waiting until a closing on the sale of the 305 7th Avenue Property is imminent. Accordingly, and in the Debtor's sound business

judgment, the Debtor is seeking to enter into the Records Agreement with MetalQuest in order to address its needs and requirements with respect to retention and the ultimate secure destruction of the Records.

B. <u>The Records Agreement</u>

13. As set forth in the Records Agreement, MetalQuest has agreed to facilitate the pickup, transport, cataloging, indexing, storage, maintenance, and eventual secure destruction of all of the Records. In exchange for these services, the Debtor, in accordance with the terms of the Records Agreement, shall pay MetalQuest an aggregate amount of $200,000.00 for all services to be provided under the Records Agreement, as follows:

(a) Within ten (10) days following the entry of an order approving the relief requested herein the Debtor shall pay to MetalQuest $101,600.00.

(b) Prior to the commencement of MetalQuest's retrieval of the Records held by the Third Party Vendors the Debtor shall pay to MetalQuest $41,200.00.

(c) Within ten (10) days following the completion of MetalQuest's retrieval of the Records held by the Debtor and the transfer thereof to MetalQuest's storage facility the Debtor shall pay to MetalQuest $41,200.00.

(d) Within ten (10) days following the completion of MetalQuest's retrieval of the Records held by the Third Party Vendors and the transfer thereof to MetalQuest's storage facility the Debtor shall pay to MetalQuest $16,000.00.

14. Other significant terms of the Records Agreement include MetalQuest's agreement to assume the custody and storage of the Records in accordance with applicable confidentiality and access requirements of the Record Retentions Laws and related regulations. MetalQuest further agrees to create a master index of the Records by matching unique identifiers such as medical record numbers, social security and account numbers, or a combination thereof, which

will then be coded with a specified MetalQuest accession number identifier. This proposed indexing process will enable the Debtor and MetalQuest to easily locate records upon request.

15. To further facilitate former clients' access to the Records, MetalQuest will consolidate and store all of the Records in one storage facility. Maintenance of the Records at a single location creates additional efficiencies for the Debtor's estate and reduces costs under the Records Agreement. In connection with the transfer of the Records to the designated facility, MetalQuest has also agreed to assume the cost of all freight required to transfer records from their existing locations. As indicted above, the Debtor presently stores the Records at several locations and the expense associated with the transfer of the Records from the varying sites could be significant. Thus, MetalQuest's willingness to assume this expense is a significant benefit to the Debtor's estate.

16. The Records Agreement also provides that MetalQuest will take reasonable measures to protect the Records from potential theft, loss, unauthorized destruction, and unauthorized access, including the maintenance reasonable and appropriate safeguards for fire protection. As further detailed in the Records Agreement, MetalQuest will provide timely access to, and photocopies of, the Records to former clients and their legal representatives to the extent required by laws, rules or regulations applicable to the parties, and to other individuals, entities, and governmental agencies that have the right to access and/or receive photocopies of such records. Such access and copies shall be provided within the time periods required by the Records Retention Laws.

17. The majority of the Records will be retained for a period of six years from the date of last visit or billing or, if a former client is a minor, until such former client has attained the age

of twenty-one (21). Once Records are no longer required to be retained under the Record Retention Laws, they will be securely destroyed by MetalQuest. MetalQuest intends to implement proper security measures relating to the secure destruction of any records, including shredding, which are designed to prevent inadvertent release of any health or other protected information.

18. The above is intended to be only a summary of the more salient terms of the Records Agreement. The Records Agreement is annexed hereto as **Exhibit A**, to allow the Court and any interested parties the opportunity to view its complete terms and conditions.

C. Transfer of the Records from Third Party Vendors

19. As mentioned above, historically, the Debtor stored the majority of the Records with third party storage vendors, including Iron Mountain Information Management, LLC, VocalIP Networx, Ltd., and Advance Technology Group (collectively, the "**Third Party Vendors**").

20. The Debtor intends to pay all post-petition fees owed to the Third Party Vendors, including those owed for the transfer of the Records and the secure destruction of any Records which the Debtor is no longer required to maintain.[3] In the event the Debtor and the Third Party Vendors cannot agree upon the appropriate post-petition costs to be paid to such vendors for the transfer of the Records to the Debtor and/or MetalQuest, and the destruction of the Records, the Debtor reserves the right to seek relief from this Court to determine the reasonable costs of such

[3] The Third Party Vendors provided the Debtor with an estimate of approximately $150,000 in connection with the transfer and, as applicable, the secure destruction of the Records. Additionally, the Debtor has certain records of third-party City agencies, which the Debtor is in the process of addressing. It is anticipated that these third-party City agencies will cover the costs associated with the transfer of their records.

services to ensure that neither the Debtor's estate, nor its creditors, nor any parties that may need access to the Records, are impacted by any delay in transferring and/or destroying the Records.

D. <u>The Relief Requested Herein is Reasonable and Appropriate Under Sections 363(b) and 105(a) of the Bankruptcy Code</u>

21. Section 363(b) of the Bankruptcy Code provides that a debtor "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." A debtor must demonstrate a sound business justification for a sale or use of assets outside the ordinary course of business. *See, e.g.*, *Licensing By Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 387 (2d Cir. 1997); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989).

22. The business judgment rule is satisfied where "the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was taken in the best interests of the company." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992), *appeal dismissed*, 3 F. 3d 49 (2d. Cir. 1993) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). In fact, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts generally will not entertain objections to the debtor's conduct." *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citations omitted). Courts in this Circuit have been reluctant "to interfere with corporate decisions absent a showing of bad faith, self-interest or gross negligence", and have upheld such decisions "as long as they are attributable to any rational business purpose." *Integrated Res.*, 147 B.R. at 656 (citations and internal

quotations omitted). Whether or not there are sufficient business reasons to justify a transaction depends upon the facts and circumstances of each case. *See Lionel Corp.*, 722 F.2d at 1071. Further, under Section 105(a) of the Bankruptcy Code, the Court has expansive equitable powers to fashion any order or decree that is in the best interest of preserving or protecting the value of a debtor's assets. *See, e.g.*, *Official Comm. of Unsecured Creditors of Enron Corp. v. Enron Corp. (In re Enron Corp.)*, 335 B.R. 22, 27 (S.D.N.Y. 2005) ("Section 105(a) provides the authority for the bankruptcy court to carry out the provisions of § 363(b).").

23. A sound business justification exists for the Debtor's entry into the Records Agreement. The protection, transfer and storage of the Records are important elements of the Debtor's wind-down and are required by applicable laws and regulations. As set forth above, the Debtor is in the process of liquidating its remaining real estate portfolio and will need to remove the Records from the 305 7th Avenue Property and will ultimately vacate that property. The Debtor's staff has already been responding to requests by former clients, current and former employees, and others for access to the Records. It is essential that the Records be promptly removed from their existing locations and properly indexed and stored as soon as possible to ensure that former clients, regulatory agencies, and physicians, as appropriate, have continued access to the Records. The Records Agreement will allow the Debtor to comply with applicable laws while providing authorized parties with continued, efficient access to the Records.

24. As noted above, the Debtor reviewed several proposals for the removal, index, storage and ultimate secure destruction of the Records. The Debtor determined in its business judgment that the MetalQuest proposal was the best based upon several factors, including overall price and expediency. As set forth in the Records Agreement, the total cost for the removal, indexing, storage, and ultimate secure destruction of the Records by MetalQuest is $200,000.00,

substantially lower than the competing bids provided by other vendors. MetalQuest is experienced in record retention and storage and has provided similar services to other similar entities. Based upon their review of other proposals to perform comparable services, the Debtor submits that the proposed fee under the Records Agreement is both reasonable and necessary. This payment to MetalQuest is contemplated by the Debtor and its budget provides for the payment to address the Records.

25. To the extent the Records Agreement is approved, MetalQuest will provide notice of the ongoing arrangement to all interested parties by maintaining a webpage at the Debtor's domain name, which will provide detailed instructions for retrieval of the Records. The Debtor submits that such notice will ensure that former clients, regulatory agencies, physicians, governmental agencies, and other interested parties, as applicable, are well-informed of the transfer of the Records to MetalQuest and the procedure for retrieval of such records.

E. <u>Request for Waiver of Fourteen Day Stay Period Under Bankruptcy Rule 6004(h)</u>

26. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). The Debtor respectfully requests a waiver of the fourteen day stay period set forth in Bankruptcy Rule 6004(h) to allow the Debtor to enter into the Records Agreement with MetalQuest immediately upon approval of this Motion and begin the process of transferring records to MetalQuest as soon as possible.

NOTICE

27. Notice of this Motion shall be provided to the Master Service List (as defined in the Amended Order Establishing Case Management Procedures [**ECF 39**]), MetalQuest, and the Third Party Vendors. The Debtor submits that no other notice need be given.

NO PREVIOUS REQUEST

28. No previous request for the relief requested in this Motion 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 B**, granting the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: Garden City, New York
October 29, 2025

GARFUNKEL WILD, P.C.

By: /s/ Adam T. Berkowitz
Adam T. Berkowitz, Esq.
Michael D. Goldberg, Esq.
900 Stewart Avenue, 4th Floor
Garden City, New York 11530
Telephone: (516) 393-2200
Facsimile: (516) 466-5964

Counsel for the Debtor
and Debtor-in-Possession

Exhibit A

Records Agreement

(See Attached.)

Lifecycle Management of Hardcopy Records and Electronic Data Agreement

Prepared for

Sheltering Arms Children and Family Services, Inc.
20th Floor
2 Park Avenue
New York, New York 10016

Attn: Judith Pincus
Chief Winddown Officer

MetalQuest

P.O. Box 46364
Cincinnati, Ohio 45246-0364

Contact

William L. Jansen
Tel: 513.693.4363
Email: WLJansen@MetalQuest.com

<u>INFORMATION MANAGEMENT SERVICES AGREEMENT</u>

THIS INFORMATION MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into on this ______ day of October 2025 between MetalQuest, Inc. ("MetalQuest" or the "Record Custodian"), an Ohio corporation and Sheltering Arms Children and Family Services, Inc. ("Client"), New York not-for-profit corporation, MetalQuest and Client may hereinafter be collectively referred to as the "Parties".

1. <u>Background</u>. MetalQuest is a Business Associate of the Client as the term is defined under *Health Insurance Portability and Accountability Act of 1996* ("<u>HIPAA</u>") and *HIPAA Privacy and Security Rules 45 CFR Parts 160 and 164*, as amended ("<u>HIPAA Privacy and Security Rules</u>"). The Client, through its prior operation of Sheltering Arms Children and Family Services, Inc., is a Covered Entity under HIPAA and the HIPAA Privacy and Security Rules. Client is a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101, *et seq*. (the "<u>Bankruptcy Code</u>"), and filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on March 07, 2024, in the United States Bankruptcy Court for the Eastern District of New York (the "<u>Bankruptcy Court</u>") (Case No. 1-24-41037-JMM) (the "<u>Bankruptcy Case</u>"). The effectiveness of this Agreement is subject to the entering of an order of the Bankruptcy Court, in form and substance reasonably satisfactory to the Parties, approving this Agreement and the transactions contemplated hereby (the "<u>Approval Order</u>"). In connection with seeking the entry of the Approval Order, this Agreement may be filed with the Bankruptcy Court and served on parties in the Bankruptcy Case.

2. <u>Term</u>. The term of this Agreement (the "<u>Term</u>") shall begin on the date on which the Approval Order is entered by the Bankruptcy Court and shall continue until all Records (as defined below) have been destroyed in accordance with Applicable Law (as defined below), which destruction the Record Custodian shall perform pursuant to the record retention schedule as mandated by State of New York requirements at the time of contract execution ("<u>New York State Record Retention Requirements</u>"), unless sooner terminated as provided herein.

3. <u>Scope of Services</u>. The Client maintains or has maintained certain health information, electronic protected health information and business records (the "<u>Records</u>"). Client hereby engages MetalQuest, and MetalQuest hereby accepts such engagement, accepts transfer and ownership of, to store, maintain, provide access to, transmit, catalog, index and periodically destroy the Records, all in accordance with the requirements of HIPAA, the HIPAA Privacy and Security Rules and New York State law, including New York Record Retention Requirements (collectively, "<u>Applicable Law</u>"). MetalQuest has established policies and procedures to incorporate HIPAA standards and will exercise administrative, physical and technical safeguards in order to assure confidentiality, integrity and availability of the Records.

a. <u>Management of Records</u>. MetalQuest shall maintain, store, catalog, index, permit access to and transmit the Records as required under Applicable Law, provided however, the MetalQuest will maintain business records for a minimum period of two years from the date of the closing of the Bankruptcy Case, unless

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Client consents to an earlier destruction. MetalQuest shall satisfy its continuing compliance obligations under Applicable Law. The Client transfers all of their custodial rights and privileges with respect to the Records to MetalQuest and authorizes MetalQuest to destroy the Records upon expiration of the Client's obligations with respect to such Records under Applicable Law. This Agreement shall supersede any previous record custodial agreements between the Parties and shall be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.

4. Independent Contractor Status. It is understood that MetalQuest, its employees and agents are independent contractors and not employees, agents, or representatives of Client, and no employee or agent of MetalQuest shall hold herself/himself out to the public as an employee, agent or representative of Client. As an independent contractor, MetalQuest is responsible to pay all workers' compensation insurance, disability benefits insurance, and other benefits and insurance as required by law for its employees.

5. Record Custodian Fees. The Client agrees to pay MetalQuest the Record Custodian Fees set forth in the schedule attached hereto and incorporated herein as Exhibit A.

6. Duties of MetalQuest. MetalQuest hereby agrees to (a) box at Client's facilities and deliver to Record Custodian's storage facility in Cincinnati, Ohio, all Records described in Paragraph "A" of Exhibit A hereto; (b) provide all other services described in Exhibit A and elsewhere in this Agreement; and (c) permanently store, maintain, provide access to, transmit, catalog, index and periodically destroy the Records stored in Record Custodian's Cincinnati facility as described in Exhibit A and according to the requirements of Applicable Law.

7. MetalQuest's Covenants, Representations and Warranties. MetalQuest represents, warrants, and covenants to Client as to the following matters:

a. No Consents Necessary. MetalQuest has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any other person or entity is necessary to authorize the execution of this Agreement by MetalQuest. MetalQuest represents that it is licensed to do business in the State of Ohio and is authorized to do business in the State of New York, and MetalQuest agrees to maintain the currency of such license and authorization. MetalQuest represents that it is familiar with its legal obligations under Applicable Law and covenants to maintain, store, access and destroy the Records in compliance with Applicable Law. The execution and delivery of the Agreement by MetalQuest has been duly authorized and validly executed and delivered by MetalQuest.

b. No Violations. MetalQuest has not received any written notice of any violations of law, rule, regulation, order or ordinance that would impair its ability to do business in the States of Ohio or New York or impair its ability to perform the terms of

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this Agreement.

c. Compliance with Applicable Law. MetalQuest represents that it is familiar with its legal obligations as Record Custodian of the Records under Applicable Law. MetalQuest hereby agrees to maintain comprehensive indexes of the Records it maintains on behalf of Client and will provide such indexes for inspection at its offices in Cincinnati, Hamilton County, Ohio. MetalQuest covenants and warrants to Client that it will maintain currency and compliance with its obligations under Applicable Law.

8. Indemnification by MetalQuest. MetalQuest agrees to maintain the Records in compliance with Applicable Law. MetalQuest shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, agents, independent contractors, medical and clinical staff, successors and assigns from and against any loss or damage incurred or suffered by such indemnified parties relating to any breach by MetalQuest, its employees, agents or independent contractors, of any of its obligations hereunder.

9. Duties of Client. As soon as practicable after entry of the Approval Order, Client shall make the Records available to MetalQuest. The Client shall pay to MetalQuest the Record Custodial Fee, in full, in the manner and upon the schedule set forth in Exhibit A, subject to Bankruptcy Court approval. The Parties hereby acknowledge that no Record Custodianship shall be deemed to exist with respect to any Records until some of the Records are in the possession of MetalQuest and the initial Record Custodial Fee has been paid to MetalQuest as provided in Exhibit A.

10. Client's Covenants, Representations and Warranties. Client represents, warrants, and covenants to MetalQuest as to the following matters:

a. No Consents Necessary. Subject to the entering of the Approval Order, Client has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement. The execution and delivery of the Agreement have been duly authorized and validly executed and delivered by the Client.

b. No Third-Party Rights. Subject to the entering of the Approval Order, Client represents that this Agreement will not conflict with or violate any other agreement between Client and any third-party or any obligation owed by Client to any third-party. Except for the rights of patients and other third parties to retrieve copies of Records with respect to which they are entitled under Applicable Law, the Parties agree that this Agreement is not intended to, and will not, create rights of any type in third parties. Nothing in this Agreement shall limit the rights of third parties under Applicable Law.

11. Default.

a. By MetalQuest. If MetalQuest breaches any material obligation hereunder

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and fail to cure such breach within thirty (30) days of receipt of written notice of such default, MetalQuest agrees that the Client shall have all remedies available at law or in equity.

b. By Client. If Client breaches any material obligation hereunder and fails to cure such breach within thirty (30) days of receipt of written notice of such default, Client agrees that MetalQuest shall have all remedies available at law or in equity.

12. Termination of this Agreement. This Agreement shall terminate by operation of law upon completion of all of Record Custodian's obligations hereunder and the destruction of all Records by Record Custodian in accordance with Applicable Law.

13. Notices. Any notice required under this Agreement shall be deemed given if in writing and sent by certified mail, return receipt requested, or via reputable overnight courier to MetalQuest's principal office or the office of the Client or the Client's heirs, assigns or successors, as the case may be, with a copy of all such notices to Client also being so delivered

to:

Sheltering Arms Children and Family Services, Inc.
Attn: Judith Pincus, Chief Wind-down Officer
20th Floor
2 Park Avenue
New York, New York 10016
Tel: 929-928-0408
Email: JPincus@ShelteringArmsNY.org

copies to:

Adam T. Berkowitz, Esq.
Garfunkel Wild, P.C.
Suite 600
111 Great Neck Road
Great Neck, New York 11021
Tel: (516) 393-2502
Email: ABerkowitz@GarfunkelWild.com

and a copy also being so delivered to

MetalQuest
Trust Services Department
PO Box 46364
Cincinnati, Ohio 45246-0364
Tel: 513-693-4000
Email: Retrieve@MetalQuest.com

14. Miscellaneous. This Agreement shall be binding upon the respective Parties, their heirs, agents, assigns, executors, administrators and successors-in-interest.

15. Entire Agreement. This Agreement contains the entire understanding of the Parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

16. Submission to Jurisdiction; Consent to Service of Process. Without limiting any Party's right to appeal any order of the Bankruptcy Court, as to any disputes or claims between them, the Parties agree (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, or any breach or default hereunder, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13 hereof; *provided, however*, that if the Bankruptcy Case has closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of New York sitting in Kings County or the Supreme Court of the State of New York sitting in Kings County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereby consent to process being served by any of the Parties to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.

17. Governing Law. This Agreement and any dispute between the Parties shall be subject to and governed by the laws of the State of Ohio, without regard to choice of law principles.

18. Headings and Capitalized Terms. Headings in this Agreement are for convenience only and shall not be used to interpret or construe any of the provisions or terms hereof. Capitalized terms that are not otherwise defined in this Agreement shall have the same definitions as under HIPAA or 45 CFR Part 160, et seq.

19. Waiver. The waiver by either of the Parties of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach.

20. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings between MetalQuest and Client.

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22. Execution of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

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In witness whereof, the Parties have executed this Agreement on this ___ day of October 2025.

CLIENT	**RECORD CUSTODIAN**
SHELTERING ARMS CHILDRENS AND FAMILY SERVICES, INC.	METALQUEST, INC.
By: ____________________________	By: ________________________________
Judith Pincus	William L. Jansen
Its: Chief Executive Officer	Its: President and CEO

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EXHIBIT A

Explanation of Services and Schedule of Fees

A. Access to Record Information

1. Medical Record Information
    1.1. Patients directly requesting their medical records and not using any third-party will not be denied access to their medical or clinical information for treatment purposes due to an inability to pay reproduction fees. Proof of inability to pay is required at the discretion of MetalQuest.
    1.2. Except for an emergent request, the turnaround time for a valid medical release of information request is 30 days, after the first three months from assuming custody of the records.
    1.3. Any record the Client requests shall be provided to the Client at a cost of $0.75 per page, $1.00 per file index, a $13.00 per file transfer per PDF file and a $25.00 search fee. The Record Custodian shall use its best efforts to fulfill the Client's request within 72 hours after receipt of a valid request. If a patient/third party is making the request, such patient/third party shall be responsible for paying all charges.
    1.4. Patients or former clients of the debtor requesting their medical record are required to pay a minimum of $41.00. This is a non-refundable deposit, which will be applied to the final invoice. The patient/third party making the request shall be responsible for paying all charges. MetalQuest reserves the right to increase the non-refundable deposit annually or more often given economic conditions by increments of 7%.
    1.5. When requesting patient or former client data, a minimum of a $131.00 non-refundable deposit must be paid by third-party requestors including a third-party requestor representing a patient. The patient/third party making the request shall be responsible for paying all charges. MetalQuest reserves the right to increase the non-refundable deposit annually or more often given economic conditions by increments of 7%.
    1.6. Requested records will not be released until the final amount due is paid in full minus the non-refundable deposit.
2. Employment Verification Requests
    2.1. MetalQuest shall provide employment verification services to/for former employees of the client (at no cost to the former employee or requestor provided such data is contained in the spreadsheet or the Client HR folder provided pursuant to Section A.2.3 below).
    2.2. The turnaround time for a valid release of employment information is three business days.
    2.3. Client shall provide:
        2.3.1. an Excel spreadsheet listing former employee names and job

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title together with their respective hire and termination dates, and

2.3.2. the Client HR folder.

3. Record Requests Prior to Retrieval and Transfer
   3.1. For the period between the Effective Date of this Agreement and the date that MetalQuest takes custody and control of all documents held at Iron Mountain (the "Interim Request Period"), Client shall provide MetalQuest with access to the Iron Mountain portal to order files and boxes needed to fulfill any document requests.
   3.2. Client shall be responsible for any and all retrieval and shipping fees charged by Iron Mountain during the Interim Request Period.

Delivery Methods and Address for Submitting a Request for Records

Delivery of Requested Medical/Clinical and Business Information MetalQuest provides requested information in digital format via an encrypted USB or secure online transfer. MetalQuest does not provide information in hardcopy form, unless specifically requested by the requestor. Records released in hardcopy form will incur an additional fee of $0.50 per page. MetalQuest will not release the original hardcopy records.

Email Request to: Retrieve@MetalQuest.com

Fax Request to: SHELAR Release of Information Secure Fax Telephone Number: 513-242-5059

Mail Request to: MetalQuest Attn: SHELAR Release of Information P.O. Box 46364 Cincinnati, Ohio 45246-0364

Courier Request to: MetalQuest Attn: SHELAR Release of Information 4900 Spring Grove Avenue Cincinnati, Ohio 45232-1900

Customer Service: Monday – Friday, 9:00 A.M. to 5:00 P.M. Eastern Time Telephone Number: 513-898-1022

B. Record Formats

MetalQuest has the ability to store and access a myriad of hardcopy and electronic record formats, including microforms. Presently, in addition to traditional hardcopy storage, MetalQuest operates an electronic archive consisting of subsystems designed to handle a wide variety of file formats including but not limited to:

Electronic Formats

DICOM	PDF	JPEG	VIDEO	TIFF	PST	PNG	BMP	HTML	XML
RAW	GIF	DOC	XLS	XPS	EPS	DWG	DXF	MP3	MPEG

Hardcopy Formats

ANALOG “FLAT” X-RAY	PAPER DOCUMENTS	MICROFICHE	MICROFILM JACKET	ROLLFILM
35MM CINE FILM	FETAL MONITOR	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK

Special Formats and Containers

CD	DVD	COMPUTER HARD DRIVE	MAGNETIC TAPE
VHS VIDEO TAPE	MAGNETO-OPTICAL DISK	RIGID AND FLEXIBLE DISK	OPTICAL TAPE
OTHER OPTICAL DISK	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK

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C. Information Security

Information security is a top priority at MetalQuest. To protect the Client's data and the privacy of individuals, MetalQuest begins with its people. All employees are subjected to a thorough background check before hiring and periodic checks throughout their employment. Each employee is required to attend mandatory information security and HIPAA classes.

Facility Security

MetalQuest provides physical access control at its facility along with fire suppression and fire and intrusion alarm and monitoring service.

Electronic Data Security

Digital data residing with MetalQuest is secure. To further protect the data, MetalQuest creates three live mirrors of all data plus a backup. All data access and transmission is logged.

Data provided on removable media such as a USB drive is encrypted. The user is provided the password under a separate cover. It is sent separately from the USB drive.

D. INTENTIONALLY BLANK

E. Accepted Records, Retention Schedules and Destruction

MetalQuest will accept all clinical, business and administrative records generated by the Client through the final dissolution of the estate including Client's records stored with the following vendors:

1. Iron Mountain

Health Record Retention

MetalQuest will follow the State of New York retention schedule for health records at the time the agreement is executed. The NYS health record retention schedule as set forth in Title 18 NYCRR Section 517.3 (b) (2), requires a six-year retention after the last visit or billing date, whichever is later. Records for minors will be retained until age 21.

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Record Destruction

The one-time fee payable hereunder covers the HIPAA compliant destruction of stored records (records are shredded, baled and recycled) at the end of their mandated retention period, including, but not limited to, records received from the following storage vendors:

1. Iron Mountain

F. Start Date and Project Timeline

1. MetalQuest will commence the organized removal of records on a mutually agreed date not later than 10 days after the entry of the Approval Order and payment to MetalQuest for services (the Commencement Date).
2. MetalQuest will complete the orderly removal of hardcopy records from the Client's facilities within approximately 15 business days from the Commencement Date.
3. The master index referred to paragraph I below will commence on the Commencement Date and will be completed within 120 calendar days.
4. The record transfer process referred to in paragraph N below will be completed in 90 business days from the date the softcopy from each vendor is delivered by the Client to MetalQuest.

G. Project Duration at Client Facilities

With the exception of electronic systems, the orderly removal of records will be accomplished within approximately 15 business days from the Commencement Date.

H. Access to Client Facilities

1. Freight elevator will be available 8:00 AM to 5:00 PM, Monday thru Friday, excluding from noon to 1:00 PM.
2. The Client will provide adequate space for the storage of MetalQuest equipment, boxes, packaging and other supplies required to transfer records.
3. The Client will provide name, telephone number and email address for on-site records management contact.

I. Indexing of Client, Patient, Business and Administrative and Other Information

1. Client Records
2. Client will provide a list of its divisions, programs and program locations within (3) days of the Commencement Date.
3. A copy of client and patient record inventory of each box produced by the Client will be provided to MetalQuest. Hardcopy indices will be accepted in paper form. Electronic indices must be delivered in softcopy form in a format agreeable to MetalQuest. This data will be provided within 15 days of the Approval Order. MetalQuest will use the indices

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during the data entry process for client and patient records.

4. MetalQuest will create a master index to the file level of client and patient record recordsThe index will contain the listed data fields:
   4.1. Client name (last name, first name, middle initial, suffix)
   4.2. Division name
   4.3. Program name
   4.4. Program location
   4.5. Hardcopy or digital record
   4.6. MetalQuest file accession
   4.7. MetalQuest location address
   4.8. When readily available during the data entry process, the following data will be added during the data entry process:
      4.8.1. File/medical/clinical record number
      4.8.2. Date of birth
      4.8.3. Social security number
      4.8.4. Discharge date
      4.8.5. Time of Service
5. MetalQuest will assign an accession number to each record indexed. All boxes stored are assigned an accession number. Each accession number is unique.
6. All exported electronic records will be indexed to the record level.
7. All other clinical records will be indexed to the record or box level, as appropriate.
8. With the exception of employee human resource records, business, program and administrative records will be indexed to the box level by range.
   8.1. Employee human resource files will be indexed to the file level. The index will contain the following fields:
      8.1.1. Employee name (last name, first name, middle initial, suffix)
      8.1.2. Employee number (when available in the hardcopy record)
      8.1.3. Hire date and termination date (when available in the hardcopy record)
      8.1.4. Social security number (when available in the hardcopy record)
      8.1.5. Date of birth (when available in the hardcopy record)
      8.1.6. MetalQuest file accession
      8.1.7. MetalQuest location address
9. Hard Drives
   9.1. If the data residing on the stored hard drives is not destroyed within 12 months, then data from each hard drive will be dumped to a MetalQuest storage system.
   9.2. Indexing
      9.2.1. The contents of each hard drive will be copied to a separate folder.
      9.2.2. Minimum data fields
         9.2.2.1. Unique folder name derived from a MetalQuest accession number
         9.2.2.2. Username
         9.2.2.3. File name
         9.2.2.4. File date
         9.2.2.5. MetalQuest accession number

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J. Notification of Patients and Website Maintenance

It is the responsibility of Client to notify the former patients, employees, vendors and interested third parties of the transfer of clinical and business information to MetalQuest.

MetalQuest will maintain a webpage for the duration of the Term using the Client's domain name (shelteringarmsny.org), which will provide detailed instructions for clinical, business and administrative record retrieval and general estate information. It is the responsibility of the Client to transfer its domain name and website to MetalQuest. The transfer of the domain and website must take effect by no later than 45 days before the closure of the estate.

At a minimum the website will display

1. Client's logo
2. "Facility Closed" banner
3. Medical records/clinical information disposition and request instruction section
4. Patient Finance/Billing information disposition and request instruction section
5. Employee/human resource information disposition and request instruction section
6. Bankruptcy information
7. MetalQuest logo
8. MetalQuest role as Record Custodian
9. The primary website language will be English.

K. Freight

1. MetalQuest is responsible for all freight required to move records from the Client's facilities and their storage vendor facilities to a MetalQuest facility.

L. Contaminated Records

1. Records deemed contaminated and unsalvageable by MetalQuest with mildew, fecal matter, asbestos, acute water damage, urine, or otherwise rendered illegible and/or unusable will be destroyed.
2. When possible, destroyed records will be identified with one or more of the following data:
   2.1. Record type/name
   2.2. Date range
   2.3. File system type and range, e.g. terminal digit, alphabetical, etc.
   2.4. Contamination description
3. The Client will be notified in writing that the records are unsalvageable, along with the identifiable information and certificate of destruction in accordance with HIPAA.

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M. Permanent Transfer of Information

1. Original clinical and non-clinical information transferred from MetalQuest before the expiration of its retention period will be deleted from the MetalQuest archive system, unless otherwise requested by the Client.
2. The requestor will be duly notified of permanent transfer and deletion of the information.
3. A record of the transfer will be kept.
4. Permanent transfer of an original record will take place only when legally required.

N. Client Records Stored by Client's Record Storage Vendors

1. Records received from the Client's record storage vendors must be moved in full semi-tractor trailer loads (will process 1,200 cubic feet per month for pickup) until the last potentially partial shipment. MetalQuest will be responsible for all freight required to move the Client's records stored with a current record storage vendor to its Cincinnati storage facility. MetalQuest shall interface with the Client's storage vendors in an effort to assure the Client's records are moved to MetalQuest's Cincinnati storage facility at no cost to the Client.
2. The Client is responsible for the payment of any and all fees required to permanently remove records and any other preparation necessary including all shipping and packing materials and supplies.
3. Client Records
    - 3.1. The Client is responsible to deliver a softcopy index from each storage vendor in either Microsoft Excel or CSV file format with the minimum required data fields:
    - 3.2. Client name
    - 3.3. File number/medical/clinical record number
    - 3.4. Storage vendor record accession
    - 3.5. Storage vendor box accession number
4. Business and Administrative Records
    - 4.1. The Client is responsible to deliver a softcopy index from each storage vendor in either Microsoft Excel or CSV file format with the minimum required data fields:
    - 4.2. Record description
    - 4.3. Storage vendor record accession
    - 4.4. Storage vendor box accession number
5. The Client will provide a contact for each storage vendor.
6. MetalQuest will manage the record transfer process.
7. The record transfer process will be completed within 90 business days from the date that the softcopy index from each storage vendor is delivered by the Client to MetalQuest.

O. Transfer of Electronic Data

1. MetalQuest will accept all electronic records from the Client.
    - 1.1. The Client will transfer data by encrypted hard drive or secure FTP.
    - 1.2. The Client will transfer data and systems not in use by the debtor while MetalQuest is

on-site during the hardcopy record transfer.

2. The Client will provide MetalQuest with the data dictionary and other required documentation needed to access and use a SQL database backup.
3. MetalQuest will cooperate with the Client in connection with their obligation to maintain access to certain electronic record systems and access such systems for purposes of fulfilling their legal obligations. MetalQuest will cooperate with the Client and the record system vendors for ongoing access. Fees associated with access will be negotiated outside of this agreement.
4. The Client is responsible for any licensing fees associated with the use of any software necessary to operate and access the transferred IT systems and data for a period of six (6) months, after the respective IT system is complete.
5. The Client will transfer to MetalQuest all software licenses and keys required to access, operate and maintain the transferred IT systems and data.
6. The Client will provide all super-user/root, administrative, and user credentials.
7. The Client will provide all documents necessary to transfer and use of the IT systems, applications, and data.
8. The Client will make available its IT staff and vendors necessary for the transfer of the IT systems and data.
9. The Client will provide training to MetalQuest staff necessary to access and use the transferred applications and data for the purposes of fulfilling their legal obligations.
10. MetalQuest will comply with all license agreements and confidentiality requirements relating to the transferred applications.
11. MetalQuest will use its best efforts to not disrupt the on-going operations of the Client.

P. Destruction of Records and Electronic Media

1. Paper Record Destruction
   1.1. MetalQuest will provide record destruction services to the Client. Client record destruction is HIPAA compliant.
   1.2. Records are shredded, baled and the paper recycled.
2. Electronic Media Destruction – Hard Drives
   2.1. All electronic media is degaussed and physically shredded. The resultant scrap metal is recycled.

Q. Additional Services

Additional services requested and not covered under this agreement must be added by addendum or separately contracted.

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R. One-time Information Lifecycle Management Fees

One-Time Fees		
Description	**Fee**	**Total**
1. **Paper and Electronic Records from Client Facilities:** Clinical and Business Record Storage, Retrieval and Secure Destruction Services.	$142,800	$142,800 Accepted (initial below)
2. **Records from Client's Record Storage Vendor:** Clinical and Business Record Storage, Retrieval and Secure Destruction Services including the Records stored with Iron Mountain.	$57,200	$57,200 Accepted (initial below)
Total All Services		**$200,000**

S. Payment Terms

The one time-fees are payable as follows after receipt of the Approval Order.

1. Line item (1) Paper and Electronic Records from Client Facilities: $101,600 due within ten days of the Approval Order and before arrival on-site by MetalQuest personnel.
2. Line item (1) Paper and Electronic Records from Client Facilities: $41,200 due within ten days of MetalQuest's provision of notice that retrieval and transfer of such records to MetalQuest's facilities are complete.
3. Line item (2) Records from Client's Storage Vendor: $41,200 due before commencement of retrieval by MetalQuest personnel from third party vendors.
4. Line item (2) Records from Client's Storage Vendor: $16,000 due within ten days of MetalQuest's provision of notice that retrieval and transfer of such records to MetalQuest's facilities are complete.

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Remittance by Wire Transfer:	Remittance by Check:
MetalQuest, Inc. Account: Bank: Fifth Third Bank, Cincinnati, OH Route: 042000314 Account: To Be Provided at Time of Transfer	MetalQuest, Inc. Attn: Accounts Payable P.O. Box 46364 Cincinnati, Ohio 45246-0364

T. Contacts

Contract Administration	William L. Jansen Tel: 513-693-4363 Email: WLJansen@MetalQuest.com
Technical	Nicholas R. Haas Tel: 513-693-4360 Email: NRHaas@MetalQuest.com
Finance	Patricia R. Lohmiller Tel: 513-693-4366 Email: PLohmiller@MetalQuest.com
Compliance and Privacy	Benjamin W.C. Jansen Tel: 513-693-4371 Email: BWCJansen@MetalQuest.com

U. Acceptance Period

1.This proposal is valid until November 30, 2025.

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Exhibit B

Proposed Order

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
---x
In re:

SHELTERING ARMS CHILDREN AND FAMILY SERVICES, INC.

Debtor.
---x

Chapter 11

Case No. 24-41037 (JMM)

ORDER: (A) AUTHORIZING THE DEBTOR TO ENTER INTO AN AGREEMENT WITH METALQUEST, INC. FOR THE STORAGE AND DISPOSITION OF RECORDS; (B) DIRECTING THIRD PARTY STORAGE VENDORS TO COOPERATE IN THE TRANSFER OF RECORDS; AND (C) AUTHORIZING PAYMENT IN CONNECTION THEREWITH

Upon the Motion (the "**Motion**")[4] [**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 363(b) of the Bankruptcy Code: (a) authorizing the Debtor to enter into the Lifecycle Management of Hardcopy Records and Electronic Data Agreement (the "**Records Agreement**"), a copy of which is annexed as **Exhibit A** to the Motion, with MetalQuest, Inc., ("**MetalQuest**"), providing, among other things, for the pickup, transport, cataloging, indexing, storage, maintenance, and eventual secure destruction of the Debtor's records, whether in hard copy or electronic form and including, without limitation, any hardware upon which any electronic records may be stored (collectively, the "**Records**"), some of which contain health and other protected information; (b) directing third party storage vendors to cooperate with the transfer of the Records to MetalQuest; and (c) authorizing the payment to: (i) MetalQuest for its services in accordance with the Records Agreement, and (ii) third party storage vendors in connection with:

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

(A) the retrieval and transfer of the Records to be maintained, and (B) the secure destruction of any Records which the Debtor is no longer required to maintain; all as described more fully in the Motion; and the Court having subject matter jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a) and 1334(b); and the Motion being a core proceeding under 28 U.S.C. § 157(b)(2); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided with respect to the relief granted herein as set forth in the Motion; and no other or further notice needing to be provided except as set forth herein; and the relief requested in the Motion and granted herein being in the best interests of the Debtor, its estate and its creditors; and upon the record of the hearing held by the Court on the Motion on November 19, 2025 (the "**Hearing**"); and just cause having been established for the relief requested herein; and upon the Pincus Affidavit; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY:

ORDERED, that the Motion is granted to the extent set forth herein; and it is further

ORDERED, that the Debtor is authorized, but not directed, to enter into the Records Agreement with MetalQuest; and it is further

ORDERED that third party storage vendors who hold the Debtor's Records are directed to cooperate with the retrieval and transfer of the Records to MetalQuest and the secure destruction of any Records which the Debtor is no longer required to maintain, as directed by the Debtor; and it is further

ORDERED that the Debtor is authorized, but not directed, to make payments to: (a) MetalQuest for its services in accordance with the Records Agreement, and (b) third party storage vendors in connection with the retrieval, transfer, and/or secure destruction, as applicable, of the Records to MetalQuest; and it is further

ORDERED, that the Debtor is authorized, but not directed, to take any and all additional necessary and appropriate actions to implement and effectuate the relief granted in this Order, including, without limitation, the retrieval, transfer and/or secure destruction of the Records; and it is further

ORDERED, that the fourteen (14) day stay set forth in Bankruptcy Rule 6004(h) is hereby waived with respect to this Order and that the terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order; and it is further

ORDERED, that this Court shall retain jurisdiction over any matter or dispute arising from, or relating to, the interpretation or implementation of this Order.