EXHIBIT A

Proposed Retention Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SHARITY MINISTRIES, INC.,[1] Debtor.	Chapter 11 (Subchapter V) Case No.: 21-11001 (___)

ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF BMC GROUP, INC. AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtor (the "Debtor") for entry of an order (this "Order") authorizing the employment and retention of BMC Group, Inc. ("BMC") as Claims and Noticing Agent in this chapter 11 case, *nunc pro tunc* to the Petition Date, under Judicial Code section 156(c), Local Rule 2002-1(f), and the Court's Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in this chapter 11 case, (c) provide such other administrative services, as required by the Debtor and approved by the Court, that would fall within the purview of services to be provided by the Clerk's Office, and (d) granting related relief, all as more fully set forth in the Application; and upon the volume of parties in interest in this chapter 11 case, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under Judicial Code 156(c) to utilize, at the Debtor's expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and upon due and sufficient notice of the Application

[1] The last four digits of the Debtor's federal tax identification number is 0344. The Debtor's mailing address is 821 Atlanta Street, Suite 124, Roswell, GA 30075.

[2] Capitalized terms used but not otherwise defined in this Order have the meanings ascribed to such terms in the Application.

having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that the Debtor consents to entry of a final order under Article III of the United States Constitution; and the Court having found that venue of this chapter 11 case and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and a hearing having been held to consider the relief requested in the Application (the "Hearing"); and upon the Feil Declaration submitted in support of the Application, the First Day Declaration, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that BMC has the capability and experience to provide the services described in the Application, that BMC does not hold an interest adverse to the Debtor or its estate with respect to the matters on which it is to be engaged, and that the employment and retention of BMC is in the best interests of the Debtor, its estate and creditors, and any parties in interest; and that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Application is granted as set forth herein.

2. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

3. The Debtor is authorized to retain and employ BMC as Claims and Noticing Agent, *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement and BMC is authorized and directed to perform Claims and Noticing Services to receive, maintain, record and otherwise administer the proofs of claim filed in this chapter 11 case, and all related tasks, all as described in the Application.

4. BMC shall serve as the custodian of court records and will be designated as the authorized repository for all proofs of claim filed in this chapter 11 case, and BMC is authorized and directed to maintain an official claims register for the Debtor and to provide the Clerk with a certified duplicate upon the Clerk's request.

5. BMC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. BMC is authorized to take such other actions to comply with all duties set forth in the Application.

7. The Debtor is authorized to compensate BMC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by BMC and the rates charged for each, and to reimburse BMC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for BMC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses

8. The Debtor shall indemnify BMC under the terms of the Engagement Agreement only to the extent provided under this Order.

9. BMC shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services, unless such services and the

indemnification, contribution or reimbursement therefore are approved by the Court.

10. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify BMC, or provide contribution or reimbursement to BMC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Claims and Noticing Agent's gross negligence, willful misconduct, fraud, or bad faith; (ii) for a contractual dispute in which the Debtor alleges the breach of BMC's contractual obligations, unless the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to the paragraph below, to be a claim or expense for which BMC should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

11. That if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the chapter 11 case, BMC believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, BMC must file an application therefore in this Court, and the Debtors may not pay any such amounts to Claims and Noticing Agent before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by BMC for indemnification, contribution or reimbursement, and

not a provision limiting the duration of the Debtors' obligation to indemnify BMC. All parties in interest shall retain the right to object to any demand by BMC for indemnification, contribution or reimbursement.

12. BMC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and will serve monthly invoices on the Debtor, the Office of the United States Trustee, counsel to the Debtor, the Subchapter V Trustee, and any party in interest that specifically requests service of the monthly invoices.

13. The parties shall meet and confer in an attempt to resolve any dispute that might arise relating to the Engagement Agreement or monthly invoices. If the parties, after meeting and conferring, are unable to resolve their dispute, they may seek resolution of the matter from the Court.

14. Under Bankruptcy Code section 503(b)(1)(A), the fees and expenses of BMC under this Order shall be an administrative expense of the Debtor's estate.

15. BMC seeks to first apply its retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under the Engagement Agreement during the cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

16. During this case, any limitation of liability provision in the Engagement Agreement shall be of no force and effect.

17. If BMC is unable to provide the services set out in this Order, BMC will immediately notify the Clerk and the Debtor's counsel and, upon the Court's approval, turn over all original proofs of claim (if any) and computer information to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

18. BMC may not cease providing claims processing services during this chapter 11 case for any reason, including nonpayment, without prior order of the Court authorizing BMC to do so; *provided, however,* that BMC may seek such an order on expedited notice by filing a request with the Court and serving notice of such request on the Debtor, the Office of the United States Trustee, counsel to the Debtor, and the Subchapter V Trustee by facsimile or overnight delivery; *provided further*, that except as expressly precluded herein, the Debtor and BMC may terminate or suspend other services under the Engagement Agreement.

19. After entry of an order terminating BMC's services or upon the closing of this chapter 11 case, BMC will be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and will be compensated by the Debtor for those costs.

20. Debtor's counsel shall notify the clerk of the Court and BMC within seven (7) days of an order of dismissal or conversion of this chapter 11 case.

21. Notwithstanding anything to the contrary in the Engagement Agreement, in the event this case converts to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case shall have no obligation to continue the engagement of BMC.

22. The Debtor may submit a separate retention application, under Bankruptcy Code section 327 and/or any applicable law, for work that is to be performed by BMC but is not specifically authorized by this Order.

23. BMC shall comply with all applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any other general orders or applicable guidelines issued by this Court.

24. The Debtor and BMC are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

25. Notwithstanding any term in the Engagement Agreement to the contrary, this Court will retain jurisdiction over all matters arising from or related to the implementation, interpretation, and enforcement of this Order, and to the Debtor's engagement of BMC during the pendency of this chapter 11 case.

26. Notwithstanding Bankruptcy Rule 6004(h) or any provision in the Federal Rules of Bankruptcy Procedure to the contrary, this Order is immediately effective and enforceable upon its entry.

Dated: _____, 2021
Wilmington, Delaware

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UNITED STATES BANKRUPTCY JUDGE