

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

In re:

**Pleasant Grove Baptist Church
d/b/a Pleasant Grove Tabernacle, Inc.**

Debtor.

Chapter 11

Case No. 25-45931-jmm

BIDDING PROCEDURES

On December 11, 2025, Pleasant Grove Baptist Church, d/b/a Pleasant Grove Tabernacle, Inc. (the “Debtor” or “Seller”) filed a voluntary petition for relief under 11 U.S.C. §§ 101, et seq. in the United States Bankruptcy Court for the Eastern District of New York (the “Bankruptcy Court”).

On May 7, 2026, the Debtor filed its *Amended Motion for Sale of Property under § 363(b), Rule 6004* [ECF No. 74] (the “Bidding Procedures Motion”), seeking approval of, *inter alia*, procedures to determine the highest or otherwise best offer for the purchase of the Debtor’s real property located at 1927-1931 Fulton Street, Brooklyn, NY 11233 (the “Property”).¹

On July [•] 2026, the Bankruptcy Court entered an order approving the Bidding Procedures Motion [Doc. No. [•]] (the “Bidding Procedures Order”) and the procedures contemplated therein and herein, the “Bidding Procedures”). The Bidding Procedures set forth the process by which the Debtor is authorized to conduct an auction, if necessary, for the sale of the Property (the “Auction”) to determine the bidder (the “Successful Bidder”) submitting the highest and otherwise best bid and the bidder submitting the second highest and otherwise best bid (the “Second Bidder”).

1. These terms and conditions of this auction (the “Terms and Conditions of Auction”) are being promulgated in connection with a Bankruptcy Court authorized auction sale (the “Auction”) of the Property. The seller of the Property is the Debtor. The Debtor is in a Chapter 11 bankruptcy case currently pending in the Bankruptcy Court under Case No. 25-45931-jmm. The Debtor’s retained real estate broker and auctioneer is MYC & Associates, Inc. (“MYC”), % Marc Yaverbaum; 1110 South Ave, Ste. 22, Staten Island, NY 10314; (347)273-1258; sales@myccorp.com;
2. The Auction will take place on **August 25, 2026 at 11:00 a.m. EST via Zoom** or other comparable videoconference platform, with bidders to be advised by MYC as to how they may access the videoconference at least two hours in advance of the Auction.

¹ a/k/a 249-261 Howard Avenue, a/k/a 52-60 MacDougal St.

3. Information regarding the Debtor's Auction of the Property may be obtained by contacting the Debtor's retained counsel or real estate broker. The Debtor's retained counsel is: Anderson Bowman, PLLC, % Btzalel Hirschhorn, Esq. 80-02 Kew Gardens Rd., Ste. 600, Kew Gardens, NY, 11415. The Debtor's retained real estate broker is MYC & Associates, % Marc Yaverbaum, 1110 South Ave, Ste. 22, Staten Island, NY 10314; (347) 273-1258; my@myccorp.com, or on MYC's website at <https://myccorp.com/>.
4. The Debtor has entered into a stalking horse contract with 1927 Fulton St. Bridge, LLC (the "Stalking Horse Bidder"). Some of the relevant terms of the stalking horse contract are as follows: (i) purchase price is six million dollars (~~\$6,000,000.00~~); (ii) not subject to a mortgage or financing contingency; and (iii) the Stalking Horse Bidder shall be required to close title by no later than ninety days following entry of an order approving the results of the auction and the sale of the Property. The opening bid at the Auction will be six million two hundred thousand dollars (\$6,200,000.00). The Property is subject to various city and state statutes, regulations, rules, regulatory agreements, and restrictions that may require agency approval.
5. The Auction of the Property will be subject to a buyer's premium (the "Buyer's Premium") in the amount of five percent (5%) of the Purchase Price. The Buyer's Premium shall be the sole commission due to MYC under the terms of the Bankruptcy Court's Order authorizing the retention of MYC as the Debtor's broker, subject to the Bankruptcy Court's approval of an application for compensation filed by MYC under 11 U.S.C. §§ 330 and 331, Fed. R. Bankr. P. 2014, E.D.N.Y. LBR 2014-1, and the Guidelines for Fees and Disbursements for Professionals in the Eastern District of New York and the United States Trustee Fee Guidelines. The Buyer's Premium shall be added to the final Purchase Price and payable by the Successful Bidder subject only to Bankruptcy Court confirmation of the sale of the Property, and neither the Debtor's estate nor the Debtor shall be responsible to pay any portion of the Buyer's Premium owed to MYC.
6. In order to be permitted to bid on the Property, and by no later than the bid deadline of **August 24, 2026 at 4:00 p.m. EST** and as a condition to be able to bid at the Auction, each prospective bidder, except for the Stalking Horse Bidder and the Secured Creditor, who are deemed to be qualified bidders, must: (i) register with MYC; (ii) deliver to MYC the original signed Terms and Conditions of Auction; and (iii) tender a bank check in the amount of ten percent (10%) of the Purchase Price (the "Qualifying Deposit") *via* a bank check payable to the Debtor's bankruptcy estate % Anderson Bowman, PLLC which amount shall serve as a good faith deposit against payment of the Successful Bidder's purchase price.
7. Within forty-eight (48) hours after the conclusion of the Auction, the Successful Bidder shall deliver to the Debtor a bank check which amount must be equal to ten percent (10%) of the successful bid, less the Qualifying Deposit (together with the Qualifying Deposit, the "Deposit"). The

Successful Bidder for the Property agrees to be bound by these Terms and Conditions of Auction and must execute a Memorandum of Sale within forty-eight (48) hours after the conclusion of the Auction. Upon the conclusion of the closing of the sale to the Successful Bidder, the Deposit to the Second Bidder will be promptly returned without any further order from the Bankruptcy Court.

8. The Successful Bidder shall be required to close title by not later than the later to occur of: (i) entry of an order of the Bankruptcy Court confirming the results of the Auction; confirming the Successful Bidder at Auction; and authorizing the Sale of the Property to the Successful Bidder at Auction; and (ii) thirty (30) days after the Purchaser receives approval by the Board of Deacons (the "Closing Date" or "Scheduled Closing Date"). **TIME BEING OF THE ESSENCE AS TO THE SUCCESSFUL BIDDER OR ITS ASSIGNS.** If the Successful Bidder fails to close as provided for herein, the Debtor may seek to confirm a sale of the Property to the Second Bidder, in which case the Second Bidder shall be deemed to be the Successful Bidder as set forth in paragraph 12 below. If the Successful Bidder fails to close as provide for herein, the Seller shall retain the Successful Bidder's Deposit as and for liquidated damages and shall be free to sell to another buyer. The Successful Bidder's obligation to close is not contingent upon the Successful Bidder obtaining financing. This transaction shall be a true "all-cash" transaction. This is a material term of this Contract.
9. The Bankruptcy Court, prior to the Closing, must enter an order confirming the results of the Auction and approving the sale of the Property.
10. The Successful Bidder, or their assigns, shall be solely responsible for and shall pay all New York City, or other applicable real property transfer taxes incurred by the transfer of the Property by the Debtor's estate at the Closing. The Successful Bidder, or their assigns, acknowledges that they will be responsible for the completion of any ACRIS/transfer forms if required.
11. In connection with the Closing and Closing Date, the Successful Bidder, or its assigns, are hereby given notice that **Time is of the Essence against the Successful Bidder, or their assigns, and the failure of the Successful Bidder, or their assigns, to close for any reason whatsoever (except as otherwise provided herein) including their failure to pay the balance of the purchase price on the closing date, will result in the Seller retaining the Deposit as liquidated damages and the termination of the Successful Bidder's, or their assigns', right to acquire the Property under these Terms and Conditions of Auction.** The Successful Bidder, or their assigns, shall be obligated to close title to the Property and there is no contingency of any kind or nature that will permit the Successful Bidder, or its assigns, to cancel or avoid their obligation under these Terms and Conditions of Auction other than the Debtor's inability to deliver title to the Property and failure of the Board of Deacons to approve the Purchaser. Further, the Successful Bidder, or their assigns, must demonstrate, to the

satisfaction of the Debtor or the Bankruptcy Court, as the case may be, evidence of their ability to conclude the transaction upon these Terms and Conditions of Auction without delay. **Expenses incurred by the Successful Bidder, or their assigns, or any competing bidder concerning the performance of any due diligence, such as obtaining title reports or environmental inspections, shall be the sole financial responsibility of such bidder, and under no circumstances shall the Debtor, or the Debtor's estate, be liable or responsible for, or pay such expenses.**

12. In the event that the Successful Bidder for the Property, or their assigns, fails to tender the balance of the purchase price on the closing date or otherwise perform their obligations under these Terms and Conditions of Auction, the Debtor may immediately negotiate the Qualifying Deposit of the Second Bidder and shall be further authorized to sell the Property to the Second Bidder, or their assigns, without any further notice or approval of the Bankruptcy Court, without giving credit to the Second Bidder for the Deposit forfeited by the Successful Bidder, and upon such other terms and conditions as the Debtor deems appropriate. Should the Second Bidder, or their assigns, fail to submit an application to the Board of Deacons in order to close on the Property within fourteen (14) calendar days of receiving notice from the Debtor, **TIME BEING OF THE ESSENCE** (at the address set forth on the bidder registration form), that said Second Bidder is now deemed the Successful Bidder, then the Seller shall be: **(i) authorized to keep the Qualifying Deposit of the Second Bidder as liquidated damages;** and **(ii) authorized but not obligated to sell the Property to the next highest bidder, without any further notice or approval of the Bankruptcy Court.** The Second Bidder must close in accordance with the terms set forth in these Terms and Conditions of Auction.

13. The Property is being sold and delivered "AS IS", "WHERE IS", "WITH ALL FAULTS", without any representations, covenants, guarantees, or warranties of any kind or nature whatsoever, and free and clear of all monetary liens, claims and encumbrances of whatever kind or nature, such liens, claims, interests, and encumbrances, if any, to attach to the proceeds of sale in such order and priority as they existed immediately prior to the Sale date, and subject to, among other things: (i) any state of facts that an accurate survey may show; (ii) any covenants, restrictions and easements of record; (iii) any state of facts a physical inspection may show; (iv) any building or zoning ordinances or other applicable municipal regulations and violations thereof except as set forth in the stalking horse contract; (v) environmental conditions; and (vi) subject to all transfer restrictions. By delivering their respective Qualifying Deposits, all bidders acknowledge that they have had the opportunity to review and inspect the Property, the state of title thereof and laws, rules and regulations applicable thereto, and the form of the documents that the Debtor will execute to transfer the Property, and will rely solely thereon and on their own independent investigations and inspections of the Property in making their bids. All

bidders acknowledge that they have conducted their own due diligence in connection with the Property and are not relying on any information provided by the Debtor, the Debtor's counsel, or MYC.

14. The Property shall be delivered vacant and free and clear of any and all existing tenancies and occupancies.
15. The Debtor, MYC and the Debtor's retained professionals have not made and do not make any representations or warranties with respect to the permissible uses of the Property, the physical condition, rents, leases, expenses, operations, value of the land or buildings thereon, number of building lots, use or any other matter or thing affecting or related to the Property or the sale, that might be pertinent to the purchase of the Property, including, without limitation: (i) the current or future real estate tax liability, assessment or valuation of the Property; (ii) the potential qualification of the Property for any and all benefits conferred by or available under federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (iii) the compliance or non-compliance of the Property, in its current or any future state, with applicable current or future zoning ordinances or other land use law or regulation, or the ability of the owner of the Property to obtain a change in the zoning or use, or a variance in respect to the Property; (iv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Property from any source, including, but not limited to, any state, city, local government or federal government or institutional lender; (v) the current or future use of the Property; (vi) the present and future condition and operating state of any and all machinery or equipment in the Property and the present or future structural and physical condition of any building thereon or its suitability for rehabilitation or renovation; (vii) the ownership or state of title of any personal property in the Property; (viii) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof; (ix) any present or future issues concerning subdivision or non-subdivision of the Property; or (x) the compliance or non-compliance of the Property with environmental laws and the presence or absence of underground fuel storage tanks, any asbestos or other hazardous materials anywhere in the Property. Each bidder hereby expressly agrees and acknowledges that no such representations have been made.
16. Nothing contained in these Terms and Conditions of Auction shall supersede or alter any provisions of Title 11 of the United States Code (the "Bankruptcy Code") and/or of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") or otherwise interfere with the jurisdiction of the Bankruptcy Court. To the extent of any conflict between the Bankruptcy Code and/or the Bankruptcy Rules and these Terms and Conditions of Sale, the Bankruptcy Code and/or the Bankruptcy Rules shall govern. All of the terms and conditions set forth in these Terms and Conditions of Auction are

subject to modification as may be directed by the Debtor (subject to the Debtor's fiduciary duties to the bankruptcy estate) or by the Bankruptcy Court. The Debtor reserves the right to modify these Terms and Conditions of Auction at the Auction, or thereafter, to maintain consistency with the provisions of the Bankruptcy Code, Bankruptcy Rules, and/or orders of the Bankruptcy Court. The Debtor reserves the right to withdraw the Property from the Auction, either prior to or subsequent to the Auction, for any reason whatsoever, as it deems necessary or appropriate, notice of which will be filed on the electronic case docket in the Chapter 11 Case. Nothing contained in these Bidding Procedures is intended to supersede or alter any provisions of the Bankruptcy Code or otherwise interfere with the jurisdiction of the Court. All the terms and conditions set forth in these Bidding Procedures are subject to modification as may be directed by the Debtor or by the Court. The Debtor reserves the right to modify these Bidding Procedures at the Auction or thereafter to maintain consistency with the provisions of the Bankruptcy Code and/or prior orders of the Bankruptcy Court, notice of which will be filed on the electronic case docket in the Chapter 11 Case.

17. Neither the Debtor, MYC, the Debtor's retained professionals, nor the Debtor's estate are liable or responsible for the payment of fees of any broker or agent that has not been retained by an order of the Bankruptcy Court.
18. By making a bid for the Property, all bidders shall be deemed to have acknowledged having read and understood these Terms and Conditions of Auction and have agreed to be bound by them.
19. If the Debtor is unable to deliver title to the Property in accordance with these Terms and Conditions of Auction for any reason whatsoever, its only obligation will be to refund the Deposit to the Successful Bidder (or Second Bidder), and upon such refund, the Successful Bidder (or Second Bidder) will have no recourse or claim against the Debtor, the Debtor's retained professionals, or the Debtor's estate.
20. The Debtor reserves the right to abandon the Property in accordance with 11 U.S.C. § 554 and Fed. R. Bankr. P. 6007 at any point before the entry of the Bankruptcy Court's order confirming the results of the Auction and approving the sale. In such an event, the only remedy of Successful Bidder and Second Bidder will be the return of their Deposits without any interest, statutory or otherwise.
21. The sale of the Property is subject to confirmation by the Bankruptcy Court. The Debtor or the Debtor's attorney will notify the Successful Bidder whether the result of the Auction is confirmed. Any disputes concerning the sale shall be determined by the Bankruptcy Court. By participating in the Auction, all bidders consent to the jurisdiction of the Bankruptcy Court to determine such disputes arising in the Debtor's pending case. The

Successful Bidder/purchaser agrees to cooperate with the Debtor in obtaining §363(m) protection by submitting an appropriate affidavit/declaration as to the required elements of that statute. If the Successful Bidder/purchaser fails to seek § 363(m) protection, or cooperate with the Debtor in seeking § 363(m) protection, or fails to qualify for such a finding by the Bankruptcy Court, the Successful Bidder/purchaser shall close without the protections of section § 363(m).

22. **By making a bid for the Property, all bidders shall be deemed to have acknowledged having read and understood these Terms and Conditions of Auction and have agreed to be bound by them.**
23. The sale of the Property shall comply with New York Not-For-Profit Corporation Law §§ 510 and 511 and Religious Corporations Law §§ 2-b and 12, to the extent applicable.

Name of Bidder:

Name and Title of Authorized Representative of Bidder:

Signature of Authorized Representative:

Date:
