

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT

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| In re:<br><br>Mark H. Brady<br><br><br><br><br><div style="text-align: right;">Debtor(s).</div>  | CASE NO: 25-20433<br><br>CHAPTER: 7  |
| Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address:<br><br>Bonnie C. Mangan, Chapter 7 Trustee<br>The Law Office of Bonnie C. Mangan<br>1050 Sullivan Ave, Suite A3<br>South Windsor, CT 06074<br><br><input checked="" type="checkbox"/> <i>Attorney for:</i> Bonnie C. Mangan<br><input type="checkbox"/> <i>Individual appearing without attorney</i> | <b>NOTICE OF PROPOSED<br/>PUBLIC SALE OF ESTATE PROPERTY</b><br><br><b>D. CONN. BANKR. L. R. 6004-1(a)</b> |

**INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE**

1. This Notice shall only be used when the party proposing to sell the property is not seeking a hearing or an order approving the proposed sale, although a hearing will be held if an objection is filed, or if the Court decides to proceed with a hearing.
2. This Notice shall be completed and filed in accordance with Fed. R. Bankr. P. 6004(a), (b), (d), and (f), and D. Conn. Bankr. L. R. 6004-1(a), and shall only be completed and filed if a party proposes to sell estate property without filing a Motion to Sell Estate Property, a Motion to Sell Free and Clear of Liens, or a Motion to Approve Sale Procedures, and an Order regarding the Proposed Sale is not required.
3. Before completing and filing this Notice, you must obtain a Hearing Date and Time and an Objection Deadline date to include in this Notice by contacting the appropriate Courtroom Deputy using the applicable e-mail address listed below:

CourtroomDeputy\_Bridgeport@ctb.uscourts.gov - CourtroomDeputy\_Hartford@ctb.uscourts.gov - CourtroomDeputy\_NewHaven@ctb.uscourts.gov

**Description of property to be sold** (use additional page, if more space is needed):

490 Salmon Brook Street, Granby, CT 06035

**Proposed Public Sale Information:**

|                               |            |                               |                    |
|-------------------------------|------------|-------------------------------|--------------------|
| Date of Proposed Public Sale: | 09.04.2025 | Time of Proposed Public Sale: | on or after 2:p.m. |
|-------------------------------|------------|-------------------------------|--------------------|

Location of Proposed Public Sale: At either the office of the Trustee, or the office of buyer's counsel. In the event of objections or counteroffers, a hearing will be held at the U.S. Bankruptcy Court, 450 Main Street, 7th Floor, Hartford, CT 06106 at the date and time noted below.

|   |   |
|---|---|
| <p><b>Objection Deadline and Hearing Information:</b></p> <p>*Last date to file Objections to Proposed Public Sale: 9/2/25 by 4 p.m. local time</p> <p>*Hearing Date and Time regarding Proposed Public Sale: 09.04.2025 at 2:00 p.m.</p> <p>Location of hearing: U.S. Bankruptcy Court<br/>450 Main St., 7th Floor,<br/>Hartford, CT 06103</p> | <p><b>* Hearing when objection filed:</b> A hearing on any objection to the Notice of Proposed Public Sale shall be held on the Hearing Date and Time listed in this Notice.</p> <p><b>* Hearing when no objection filed:</b> If no objection to the Notice of Proposed Public Sale is filed, the Court may require that a hearing on the Notice of Proposed Public Sale be held on the Hearing Date and Time listed in this Notice.</p> <p><b>See Local Rules of Bankruptcy Procedure, Appendix M.</b> Parties are encouraged to review the docket of this case or contact the Clerk's Office to determine if a hearing on the Notice of Proposed Public Sale will be held on the Hearing Date and Time listed in this Notice.</p> |
|---|---|

Pursuant to D. Conn. Bankr. L.R. 6004-1(a), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

Proposed Public Sale price:

Terms and conditions of Proposed Public Sale, including information about how to register as a bidder:

SEE TERMS ATTACHED

PROPERTY IS BEING SOLD AS IS WHERE IS WITH ALL FAULTS. TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

Contact person for Proposed Public Sale (*include name, address, telephone, fax and/or email address*):

Bonnie C. Mangan, Chapter 7 Trustee  
The Law Office of Bonnie C. Mangan P.C.  
Westview Office Park  
1050 Sullivan Ave, Suite A3  
South Windsor, CT 06074  
Phone 860-644-4204  
Fax 860-644-4934

Date:

Pursuant to D. Conn. Bankr. L.R. 6004-1(a), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

**CERTIFICATE OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

The Law Office of Bonnie C. Mangan, P.C. Westview Office Park 1050 Sullivan Avenue, A3, South Windsor, CT 06074

A true and correct copy of the foregoing document entitled **NOTICE OF PROPOSED PUBLIC SALE OF ESTATE PROPERTY** was served in the manner stated below:

1. **SERVED VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to this Court's Administrative Procedures for Electronic Case Filing (Appendix A), the foregoing document will be served using the Court's CM/ECF system via NEF with an embedded hyperlink to the document. On (date) 08.15.2025, I will confirm the CM/ECF docket for this bankruptcy case or adversary proceeding and will confirm that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) 08.15.2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows:

See attached.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) , I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows:

None.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 15, 2025

Date

Bonnie C. Mangan, Chapter 7 Trustee

Printed Name

/s/ Bonnie C. Mangan.

Signature

Pursuant to D. Conn. Bankr. L.R. 6004-1(a), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

a) Any party interested in participating in the sale process and purchasing the real estate (each such person, a "Qualified Bidder") must submit a qualified bid (a "Qualified Bid") consisting of:

i. A signed PSA from the Qualified Bidder on substantially the same terms as the Buyer in the proposed Sale, except Purchase Price, including any "red line" of any modifications or amendments to the PSA;

ii. A minimum overbid must be at least five (5%) percent more than the Purchase Price in the original PSA;

iii. Be accompanied by a deposit in the form of a certified check (or other immediately available and good funds) payable to the order of the Trustee in an amount equal to ten (10%) percent of the overbid; and;

iv. Must include written evidence that the Trustee reasonably concludes and demonstrates that the Bidder has the necessary financial ability to close the sale and provide adequate assurance of future performance.

b) All Bids, including any deposit, must be sent to the Trustee so that it is received by the Trustee no later than the Overbid Deadline.

c) All Bids must be irrevocable until the close of the Auction Sale Hearing.

d) If the Trustee receives one or more timely Qualified Bids in addition to the original Buyer's bid, an auction of the Property will be conducted (the "Auction"). The Trustee shall conduct the Auction at the Auction Sale Hearing. Bidders will be provided the opportunity to submit their final highest and best sealed bid offer to purchase the Property, or by bidding in increments if so ordered by the Court. If by sealed bid, the Trustee will review each sealed bid and, using her reasonable discretion, identify the highest and best sealed bid for the Property (the "Successful Bid") and any second highest sealed bid (the "Back-Up Bid"). The Trustee will ask the Court at the Auction Sale Hearing to approve the Successful Bid and the Back-Up Bid.

e) If no Bids are received, the Auction and Auction Sale Hearing will not be held, and the Trustee shall be authorized to proceed with closing the Sale to the Buyer.

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF CONNECTICUT  
HARTFORD DIVISION

|                              |   |                         |
|------------------------------|---|-------------------------|
| In re                        | ) | Case No. 25-20433 (JJT) |
|                              | ) |                         |
| MARK H. BRADY                | ) |                         |
|                              | ) | CHAPTER 7               |
| Debtor                       | ) |                         |
| BONNIE C. MANGAN, CHAPTER 7  | ) | RE: ECF No. 37          |
| TRUSTEE OF THE ESTATE OF     | ) |                         |
| MARK H. BRADY                | ) |                         |
| V.                           | ) |                         |
| TOWN OF GRANBY               | ) |                         |
| 490 SALMON BROOK STREET, LLC | ) |                         |

ORDER AUTHORIZING SALE OF REAL ESTATE BY PRIVATE SALE FREE AND CLEAR  
OF LIENS AND SUBJECT TO HIGHER AND BETTER OFFERS  
AND ESTABLISHING BIDDING PROCEDURES

Upon the Motion of Bonnie C. Mangan, the Chapter 7 Trustee (the “Trustee”) for an order authorizing her to sell the bankruptcy estate’s (the “Estate”) interest in real property (the “Motion”), and after a hearing on the Motion on August 7, 2025, and for good cause shown, it is hereby

ORDERED THAT the form of Notice of Proposed Private Sale of Estate Property as attached to this Order is hereby approved, which shall be served on all creditors, parties in interest, all parties that have appeared and requested notice, and shall be posted on the Notices of Sale of Estate Property found under the “Case Info” tab at [ctb.uscourts.gov/current-notices-of-sale](http://ctb.uscourts.gov/current-notices-of-sale), in which the Trustee shall indicate that the deadline to submit higher offers or to file objections to the proposed sale is September 2, 2025 by 4:00 p.m. local time and that

if applicable as set forth herein, any auction of the real estate may be held on September 4, 2025 at 2:00 p.m. or as scheduled by the Court and it is further

ORDERED THAT in the event of a Qualified Higher Offer, as the term is defined in the bidding procedure identified in the Notice, the Court shall conduct an auction in open court on September 4, 2025 at 2:00 p.m. ("Sale Hearing") at which the Buyer (described herein) and any party submitting a Qualified Higher Offer may participate; and it is further

ORDERED THAT in the event of a Sale Hearing, the Court shall conduct an auction at which bids shall be taken by the Court by sealed bid (unless the Court directs otherwise at the Sale Hearing) to determine the buyer as well as the second highest bidder in the event the highest bidder defaults; and it is further

ORDERED THAT in the event no Qualified Higher Offer as described in the Motion or timely filed objection to the Motion is made, then the hearing scheduled for September 4, 2025 at 2:00 p.m. shall not be held and the Trustee shall file a request for entry of a proposed order, which the Court shall enter, authorizing the Trustee to assume and adopt, the Purchase and Sale Agreement entered into by Keith King on May 2, 2025 that was attached to the Motion to sell at private sale as Exhibit A and ratifying the same. In that event, the Trustee shall be authorized to sell any interest of the Debtor, Mark H. Brady, in and to the certain piece or parcel of land located in the Town of Granby, County of Hartford, and State of Connecticut known as 490 Salmon Brook Street (the "real estate"). Said premises being more

particularly described in a Warranty Deed dated April 29, 2025 and recorded in Volume 469 at Page 1106 of the Granby Land Records. Said sale shall be made in accordance with the rules of this Court, and 11 U.S.C. §363(b) and (f)

AND IT IS FURTHER ORDERED that the provisions of 11 U.S.C. Sections 363 (f)(3), (4), and (5) have been satisfied because the bankruptcy estate is selling the real estate for an amount in excess of the aggregate value of any valid liens, or, in the alternative such liens or interests are in bona fide dispute, or such lien holders could be compelled, in a legal or equitable proceeding, to accept money satisfaction for their interests

AND IT IS FURTHER ORDERED that sale shall be free and clear of all liens, encumbrances, rights, interests, or any other interests against the real estate, if any, with said liens, encumbrances, rights, interests or any other interests to attach to the proceeds of sale in the same priority, to the same extent, and with the same validity as the original

AND IT IS FURTHER ORDERED that the sale of the real estate shall be conveyed as is, where is, with all faults, and without representations or warranties of any kind

AND IT IS FURTHER ORDERED that the Trustee is authorized to make such disbursements at closing of the sale as are required by the Purchase and Sales Agreement and this ORDER, including but not limited to:

- a. All pre-petition municipal/real estate taxes and outstanding post-petition municipal real estate taxes prorated to the property as of the date of the closing.

- b. All state or local conveyance fees or taxes, transfer fees or taxes, and any customary closing costs and expenses associated with the closing that are not assumed and paid for by the Buyer.
- c. Commission of 6% of the gross sales price due to Goman + York Property Advisors ("the broker"). Said commission shall only be paid to Goman + York if Keith King is the successful purchaser.
- d. Attorney's fee not to exceed \$1,750.00 payable to the Law Offices of Moran, Shuster, Carignan & Knierim, LLP for services as closing attorney to the bankruptcy estate, plus allowance of reasonable expenses.
- e. THIS ORDER (a) is and shall be effective at closing as a determination that all liens existing as to the property have been, and hereby are, adjudged and declared to be unconditionally released, discharged, and terminated as of the closing and (b) shall be binding upon and govern the acts of all entities, including: all filing agents and officers, title agents and companies, mortgage and deed recorders, registrar of deeds, administrative agencies or units, governmental departments of units, Secretaries of State, federal, state, and local officials, and all other persons or entities who may be required by operation of law, duties of their office, or contract to accept, file register or otherwise record or release any documents or instruments, or who are required to report or insure any title or state of title in or to the property from their records, official and otherwise.



AND IT IS FURTHER ORDERED THAT the sale contemplated hereunder shall not be avoidable under 11 U.S.C. § 363(n).

AND IT IS FURTHER ORDERED THAT the failure to include specifically any particular provision of the Sales Agreement in the Order shall not diminish or impair the efficacy of such provision, it being the Court's intent that the Sale Agreement and each and every provision, term, and condition thereto is authorized and approved in its entirety, provided however that the Sales Agreement may be modified, amended, or supplemented by the parties there in writing signed by all parties without further Court order, provide that any such modification, amendment, or supplementation does not have a materially adverse effect on the Chapter 7 bankruptcy estate.

AND IT IS FURTHER ORDERED THAT to the extent that there is a conflict between the provision of this Order and the Sales Agreement, this Order shall prevail.

AND IT IS FURTHER ORDERED THAT this is a final order and is enforceable upon its entry, and to the extent necessary under FRBP 5003, 9014, 9021, and 9002, the Court finds that there is no good reason for delay in implementing this Order and expressly directs entry as set forth herein. The stay imposed by FRBP 6004(h) and 7062 is hereby modified for good and compelling cause, including the risk of diminution of the Chapter 7 bankruptcy estate and loss of a favorable sale transaction and shall not apply to the Order, and the Trustee is hereby authorized and directed to promptly consume and close the sale.

AND IT IS FURTHER ORDERED THAT the Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Order and the Sales Agreement, all amendments thereto, any waivers and consents thereunder, and each of the documents executed in connection therewith in all respects.

AND IT IS FURTHER ORDERED that should Keith King be the successful purchaser, he qualifies as a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and is therefore entitled to the protection of that provision.

Dated at Hartford, Connecticut this 11th day of August, 2025.

*James J. Tancredi*  
United States Bankruptcy Judge  
District of Connecticut

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
HARTFORD DIVISION

IN RE : CASE No. 25-20433 (JJT)  
MARK H. BRADY CHAPTER 7  
DEBTOR August 15, 2025

CERTIFICATION OF SERVICE

In accordance with the applicable provisions of the Federal Rules of Bankruptcy Procedure 2002 and 7004, the undersigned certifies that on the 15th day of August, 2025, the following documents were served on the U.S. Trustee and all appearing parties via the court's electronic filing system and by first-class mail on the parties listed below:

1. Documents Served:

1. Notice of Proposed Public Sale of Estate Property;
2. Order re: Trustee's Motion to Sell [ECF No. 57];
3. Any Exhibits

2. Parties Served Via First Class Mail:

Mark H. Brady  
P.O. Box 30  
Granby, CT 06035  
(Debtor)

Attorney Joel M. Grafstein  
Grafstein & Arcaro  
114 West Main Street  
Suite 105  
New Britain, CT 06051  
(Attorney for the Debtor)

All Creditors as listed on the attached Schedule A.

Dated at South Windsor, Connecticut, this 15th day of August, 2025

/s/Bonnie C. Mangan  
Bonnie C. Mangan  
Chapter 7 Trustee  
03759

25-20433 Mark H. Brady  
Creditor Service List

SCHEDULE A

Artisan Cabinets, Inc.  
Attn: President/CEO  
60 Crystal Pond Place  
Bristol, CT 06010

Bank of America  
Attn: President/CEO  
4909 Savarese Circle  
Tampa, FL 33634

Berkshire Bank  
Attn: President/ CEO  
P.O. Box 1308  
Pittsfield, MA 01202

Bert Hill Moving & Storage  
Attn: President/CEO  
978 Southampton Rd  
Westfield, MA 01085

Brennan & Clark LTD  
Attn: President/ CEO  
721 E. Madison  
Suite 200  
Villa Park, IL 60181

Capital One  
Attn: President/CEO  
P.O. Box 30285  
Salt Lake City, UT 84130

Chrysler Capital  
Attn: President/ CEO  
P.O. Box 961272  
Fort Worth, TX 76161-1275

Citibank/The Home Depot  
Attn: President/CEO  
Po Box 790040  
St Louis, MO 63179

Citizens One  
Attn: President/CEO

One Citizens Plaza  
Providence, RI 02903

Connex Credit Union  
Attn: President/CEO  
412 Washington Avenue  
North Haven, CT 06473

Constar Financial Services LLC  
Attn: President/CEO  
10400 N. 25th Avenue  
Suite 100  
Phoenix, AZ 85021

D&A Services  
Attn: President/CEO  
1400 E. Touhy Avenue  
Suite G2  
Des Plaines, IL 60018

Elan Financial  
Attn: President/CEO  
P.O. Box 108  
Saint Louis, MO 63166

Gfeller Laurie, LLP  
Attn: Linda Clifford Hadley  
977 Farmington Avenue  
Suite 200  
West Hartford, CT 06107

Goman + York Property Advisors  
Attn: President/CEO  
111 Founders Plaza  
East Hartford, CT 06108

Harley Davidson Financial  
Attn: President/CEO  
Po Box 22048  
Carson City, NV 89721

Hartford Healthcare  
Attn: President/CEO  
P.O. Box 4116  
Gaithersburg, MD 20885-4116

Hassett & George PC  
Attn: Counsel  
945 Hopmeadow St  
Simsbury, CT 06070

Mark Brady Kitchens  
Attn: President/CEO  
P.O. Box 30  
Granby, CT 06035

Power Pay LLC  
Attn: President/CEO  
2900 Horizon Dr Suite 200  
King of Prussia, PA 19406

Reliable Respiratory  
Attn: President/CEO  
PO Box 71248  
Charlotte, NC 28272-1248

Rubin & Rothman, LLC  
Attn: President/Member  
1787 Veterans Memorial Highway  
Islandia, NY 11749

Synchrony Bank/Amazon  
Attn: President/CEO  
Po Box 965060  
Orlando, FL 32896

Synovus Bank  
Attn: President/CEO  
1111 Bay Avenue  
Columbus, GA 31901

U.S. Bankcorp  
Attn: President/CEO  
800 Nicollet Mall  
Minneapolis, MN 55402

West Hartford Stairs & Cabinet  
Attn: President/CEO  
PO Box 330118  
West Hartford, CT 06133

Zwicker & Associates  
Attn: Counsel  
1699 King Street  
Suite 207  
Enfield, CT 06082

ALSO MAILED TO:

Keith King  
12 Pine Hill Road  
East Hampton, MA 01027  
(Prospective Purchaser)

Attorney Matthew L. Donahue  
Connor & Morneau, LLP  
136 Dwight Road  
Longmeadow, MA 01106  
mdonohue@cmolawyers.com

Attorney Philip J. Carignan  
Moran, Shuster, Carignan & Knierim, LLP  
111 Simsbury Road  
Avon, CT 06001  
pjccarignan@msckllp.com

Town of Granby  
Attn: Town Clerk  
15 North Granby Road  
Granby, CT 06035





GOMAN+YORK PROPERTY ADVISORS, LLC  
111 FOUNDERS PLAZA  
EAST HARTFORD, CT 06108

### **EXCLUSIVE LISTING LEASE/SALE AGREEMENT**

This Agreement made and entered into at **South Windsor, Connecticut**, on August 14, 2025 between Bonnie C. Mangan, Chapter 7 Trustee of the Estate of Mark H. Brady individually or collectively called "Trustee" or "You" with an address of 1050 Sullivan Avenue, suite A3 and **Goman+York Property Advisors, LLC**, hereinafter called "Broker", with an address of 55 Hartland Street, East Hartford, CT 06108 as follows:

1. Trustee, duly authorized, hereby appoints Broker as exclusive broker and grants Broker the sole and exclusive right to offer for sale or lease the property located in the Town of Granby, State of **Connecticut**, and known as 490 Salmon Brook and also known as "The Big Red Barn" (hereinafter called the "Property"). This Agreement shall commence on the date it was entered into as above written and expires at midnight on September 30, 2025 (hereinafter called the "Term"). Trustee agrees to refer to Broker all inquiries of anyone interested in the Property, and to advise Broker of any contacts made by any person or entity. Trustee represents that it has no agreements with other brokers or persons concerning the Property. Broker will be identified as exclusive broker of record by usage of its logo and image design in all such marketing efforts which will be prepared subject to Trustee's approval. Trustee authorizes Broker to place a marketing sign on said Property and to remove all other marketing signs from the Property during the period of this Agreement.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND BROKER.**

2. In the event of a sale transaction, Trustee agrees to pay Broker a sales commission of Six Percent (6%) of the sales price. This commission shall be earned and paid if, during the Term: (a) a Purchaser is procured (by Broker, Trustee, or anyone else) who is ready, willing and able to purchase the Property at a price and terms agreeable to Trustee; Sales Commissions and compensation due Broker hereunder are due and payable when earned at Closing of the Property.
3. Trustee further agrees that Trustee shall pay Broker the aforementioned commission if, within 180 days after the expiration of the Term, Trustee executes a letter of intent to purchase the Property and subsequently sells the Property to or with any person or entity (or to or with any affiliate of such person or entity) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property was submitted. Broker agrees to submit a list of such persons or entities to Trustee no later than 15 days after expiration of the Term, provided, however, if a written offer was submitted to Trustee it shall not be necessary to include the offeror's name on the list.

**THIS AGREEMENT IS SUBJECT TO THE CONNECTICUT GENERAL STATUTES PROHIBITING DISCRIMINATION IN COMMERCIAL AND RESIDENTIAL REAL ESTATE TRANSACTIONS (C.G.S. TITLE 46A, CHAPTER 814C).**

**NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.**

4. This Agreement constitutes the entire agreement between Trustee and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. Any amendment, extension or withdrawal of this Agreement shall be valid only upon written agreement signed by both parties. Any purported oral amendments shall be void and of no effect. This Agreement shall be binding upon



the heirs, successors, transferees, assigns, executors and administrators of the parties. Trustee hereby acknowledges agreement to all the terms as set forth above and receipt of a copy of this Agreement. Each undersigned represents that s/he is the duly authorized agent to execute this Agreement for the Trustee of record and there are no Trustees of record other than the undersigned.

5. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans with Disabilities Act.
6. Trustee agrees to hold Broker harmless and pay any and all costs and damages (including without limitation any court costs and attorney fees) arising out of Trustee's withholding or incorrectly supplying information about any material condition or defect concerning the Property, or any action by Broker to collect its commissions, or any action by Broker with respect to deposits or escrows, or the successful defense by Broker of any action against it in connection with this Agreement or any sale, exchange or other transfer of the Property.
7. This Agreement and any amendments may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Electronic signatures and or/mailed signatures of this Agreement and any amendments shall be treated as original signatures and given full force and effect
8. Broker represents that it is not acting as a Dual Agent in this matter. Notwithstanding other provisions in this Agreement, Broker acknowledges that it has been informed that its commission will only be paid if the sale of the Property actually closes and payment of the commission is subject to Bankruptcy Court approval.

Agreed to:

**BROKER: Goman+York Property Advisors, LLC**

By:

  
Thomas D. York

Its: Member

All record Trustees must sign; if record Trustee is a partnership, all general partners must sign.

**AUTHORIZED SIGNATORY RECORD TRUSTEE:**

By:

  
Bonnie C. Mangano

Its:

Chapter 7 Trustee