

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

NIDA PROPERTY INC.,

Debtor.

Chapter 7

Case No: 24-42408-jmm

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**TERMS AND CONDITIONS OF SALE**

(a) These terms and conditions of sale (“Terms and Conditions of Sale”) are being promulgated in connection with the United States Bankruptcy Court, Eastern District of New York (“Bankruptcy Court”) authorized auction sale (“Sale”) of Debtor’s real properties commonly known 808 East 16<sup>th</sup> Street, Brooklyn, New York 11230, 810 East 16<sup>th</sup> Street, Brooklyn, New York 11230, 812 East 16<sup>th</sup> Street, Brooklyn, New York 11230 and 814 East 16<sup>th</sup> Street, Brooklyn, New York 11230, all in the County of Kings (“Properties”). The seller of the Properties is Richard J. McCord, Chapter 7 Trustee (“Trustee” and/or “Seller”) for the estate of Nida Property Inc., debtor (“Debtor”), a debtor in a Chapter 7 case currently pending in the Bankruptcy Court under the caption and case number set forth above; The Trustee’s retained real estate broker (“Broker”) is MYC & Associates, Inc. (“MYC”), 1110 South Avenue, Suite 22, Staten Island, New York 10314; Telephone (347) 273-1258; email: sales@MYCcorp.com; and website: www.MYCcorp.com.

(b) The auction sale (“Sale”) will take place online via Zoom on November 6, 2025, at 11:00 a.m. The bid deadline is November 5, 2025, at 5:00 p.m. Only those who submit a Competing Offer, as that term is defined in ¶e below, and qualify to bid on the Properties, will receive the Zoom link to participate in the Sale.

(c) Information regarding the Sale of the Properties can be obtained by contacting the Trustee’s counsel at the telephone number and address set forth herein or by contacting MYC or on the MYC website which information is set forth in paragraph “a” above.

(d) The Trustee, in his sole discretion and under his business judgment authority, has entered into stalking horse contracts (“Agreement”) with a potential buyer (“Stalking Horse Bidder”) that offers a purchase price that Trustee deems to be a reasonable and valid purchase offer (“Stalking Horse Offer”). The Trustee shall use the Stalking Horse Offer as the reserve sale price at the Sale, such that the Stalking Horse Offer will be the opening bid at the Sale.

(e) In order to be considered by the Court and admissible on the date of the Sale Hearing, any competing offer (“Competing Offer”) must satisfy the following terms and conditions: (i) a

Competing Offer shall provide for a Purchase Price of at least \$100,000.00 more than the Purchase Price or at least \$2,815,000.00; (ii) the Competing Offer shall be substantially similar to the terms and conditions of the Agreement; (iii) a higher or better Competing Offeror must sign these Terms and Conditions of Sale agreeing to be bound by the terms and conditions of the Agreement; (iv) the Competing Offer shall have demonstrated, to the sole satisfaction of the Trustee and his counsel, evidence of its ability to conclude the transaction upon the terms and conditions of the Agreement, without delay; (v) the Competing Offer shall not be conditioned upon the outcome of unperformed due diligence by the Competing Offeror with respect to the Properties which are the subject of the Agreement; and (vi) the Competing Offeror shall provide, before the Sale Hearing, a certified check made payable to Richard J. McCord as Chapter 7 Trustee, the sum of ten percent (10%) of the proposed purchase price as the Deposit, as that term is defined in ¶g below.

(f) In order to be permitted to bid on the Properties by 5:00 p.m. (EST) on November 5, 2025, and as a condition to be able to bid on the Properties at the Sale, each prospective bidder must: (i) register with MYC; (ii) deliver to MYC the original signed Terms and Conditions of Sale; and (iii) tender a bank check in the amount of \$281,500.00 ("Qualifying Deposit") made payable to "Richard J. McCord, Chapter 7 Trustee", which amount shall serve as a good faith deposit against payment of the purchase price by such bidder in the event that such bidder is determined to have made the highest or best bid ("Successful Bidder").

(g) After the conclusion of the Sale, the Successful Bidder of the Properties shall deliver to the Trustee a bank check which amount must be equal to ten (10%) percent of the successful bid, minus the Qualifying Deposit (together with the Qualifying Deposit, the "Deposit") by November 10, 2025, at 12:00 p.m. (EST). The Successful Bidder for the Properties must execute, and thereby agree to be bound by: (i) these Terms and Conditions of Sale; and (ii) a Memorandum of Sale. At the conclusion of the Sale, the Trustee, or his representative, will return the Qualifying Deposits to all other bidders. The Trustee, however, shall retain the Qualifying Deposit of the second highest bidder ("Second Bidder").

(h) The Successful Bidder, or its assigns, must close title (the "Closing") to the Properties on a date (the "Closing Date") that is not more than thirty (30) calendar days after the entry of an order of the Bankruptcy Court confirming the Sale, TIME BEING OF THE ESSENCE AS TO THE SUCCESSFUL BIDDER, OR ITS ASSIGNS. The Closing Date may be extended solely by the Trustee in his sole discretion. The Closing will take place using a method and at a location that is to be determined by the Trustee.

(i) The Bankruptcy Court, prior to the Closing, must enter an Order confirming the Sale.

(j) The Successful Bidder, or its assigns, shall be responsible, and shall pay all other transfer taxes, including, without limitation, one half (1/2) of the New York City transfer tax, the so-called "mansion tax" and any transfer taxes imposed upon a Purchaser by statute, the title insurance premium and the costs of searches and services charge by the Title Company (if any), the cost of all recording charges in connection with the closing other than the charges incurred to record documents in connection with the clearing of title by Trustee pursuant to the Agreement (which recording charges shall be paid by Trustee), except as otherwise provided therein.

(k) In connection with the Closing and Closing Date, the Successful Bidder, or its assigns, is hereby given notice that **Time is of the Essence against the Successful Bidder, or its assigns, and the failure of the Successful Bidder, or its assigns, to close for any reason whatsoever (except as otherwise provided below) including his, her, or its, failure to pay the balance of the Purchase Price on the Closing Date, will result in the Trustee retaining the Deposit as liquidating damages and the termination of the Successful Bidder, or its assigns, right to acquire the Property under these Terms and Conditions of Sale.** The Successful Bidder, or its assigns, shall be obligated to close title to the Properties and there is no contingency of any kind or nature that will permit the Successful Bidder, or its assigns, to cancel or avoid his, her, or its, obligation under these Terms and Conditions of Sale other than the Trustee's inability to deliver insurable title to the Properties. Further, the Successful Bidder, or its assigns, must demonstrate, to the satisfaction of the Trustee or the Bankruptcy Court, as the case may be, evidence of his, her, or its, ability to conclude the transaction upon these Terms and Conditions of Sale, without delay. The Trustee reserves the right to reject any bidder/offeror, who the Trustee, in his sole discretion, believes is not financially capable of consummating the purchase of the Properties. **Expenses incurred by the Successful Bidder, or its 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 Trustee, the Debtor's estate, MYC, or the Trustee's retained professionals, be liable or responsible for, or pay, such expenses.**

(l) In the event that the Successful Bidder for the Properties, or its assigns, fails to tender the balance of the Purchase Price on the Closing Date, or otherwise perform his, her, or its, obligations under these Terms and Conditions of Sale, the Trustee, at his sole option, shall immediately negotiate the Qualifying Deposit of the Second Bidder and shall be further authorized to sell the Properties to the Second Bidder, or its 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 Trustee deems necessary and/or appropriate. Should the Second Bidder, or its assigns, fail to close on the Properties within twenty (20) days of receiving from the Trustee, notice, **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 **Sellers shall be: (a) authorized to keep the Qualifying Deposit of the Second Bidder as liquidated damages;** and (b) authorized but not obligated to sell the Properties to the next highest bidder, without any further notice or approval of the Court.

(m) The Properties are being sold and delivered free and clear of all liens, claims and encumbrances of whatever kind or nature, excepting any open building permits (which the Trustee has determined do not exist), to the extent the sale of the Properties includes items of personal property, the transfer shall be "as is" and without warranty, express, statutory, or implied, as to discretion, title, condition, location, quality, fitness or any particular use or purpose or otherwise.

(n) The Properties are 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: (a) any state of facts that an accurate survey may show; (b) any covenants, restrictions and easements of record; (c) any state of facts a physical inspection may show; (d) any building or zoning ordinances or other applicable municipal regulations and violations thereof; (e) environmental conditions; and (f) subject to all deed restrictions. By delivering their respective Qualifying Deposits, all bidders acknowledge that they have had the opportunity to review and inspect the Properties, the state of title thereof and laws, rules and regulations applicable thereto, and the form of the Trustee's Deed that the Trustee will execute to convey the Properties, and will rely solely thereon and on their own independent investigations and inspections of the Properties in making their bids. All bidders acknowledge that they have conducted their own due diligence in connection with the Properties and are not relying on any information provided by the Trustee, MYC, or the Trustee's retained professionals.

(o) The Properties will be delivered subject to any and all existing tenancies and occupancies.

(p) The Trustee, MYC, and Trustee's retained professionals have not made and do not make any representations or warranties with respect to the permissible uses of the Properties, 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 Properties or the Sale, that might be pertinent to the purchase of the Properties, including, without limitation: (a) the current or future real estate tax liability, assessment or valuation of the Properties; (b) the potential qualification of the Properties 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; (c) the compliance or non-compliance of the Properties, 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 Properties to obtain a change in the zoning or use, or a variance in respect to the Properties; (d) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Properties from any source, including, but not limited to, any state, city, local government or federal government or institutional lender; (e) the current or future use of the Properties; (f) the present and future condition and operating state of any and all machinery or equipment in the Properties and the present or future structural and physical condition of any buildings thereon or its suitability for rehabilitation or renovation; (g) the ownership or state of title of any personal property in the Properties; (h) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof; (i) any present or future issues concerning subdivision or non-subdivision of the Properties; or (j) the compliance or non-compliance of the Properties with environmental laws and the presence or absence of underground fuel storage tanks, any asbestos or other hazardous materials anywhere in the Properties. Each bidder hereby expressly agrees and acknowledges that no such representations have been made. The Trustee and his retained professionals shall not be liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the Properties, made or furnished by the Trustee or any real estate broker, agent, employee, servant or other person or professional representing or purporting to represent the Trustee unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in a signed writing by the Trustee.

(q) The Trustee shall convey the Properties by delivery of a Trustee's quitclaim deed. The

quality of title shall be that which a reputable title insurance company doing business in the State of New York is willing to approve and insure. At the Trustee's option, he may arrange for the issuance of a title insurance policy by a reputable title company, if the Successful Bidder is unable to do so, at the sole cost and expense of the Successful Bidder. The Trustee shall provide all documents required by the Successful Bidder's title company for them to 'omit' any exceptions from the Successful Bidder's title policy.

(r) Nothing contained in these Terms and Conditions of Sale shall supersede or alter any provisions of Title 11, United States Code ("Bankruptcy Code") and/or of the Federal Rules of Bankruptcy Procedure ("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 Sale are subject to modification as may be directed by the Trustee, or by the Bankruptcy Court. The Trustee reserves the right to modify these Terms and Conditions of Sale at the Sale, or thereafter, without further order of the Bankruptcy Court, so long as they maintain consistency with the provisions of the Bankruptcy Code, Bankruptcy Rules, and/or orders of the Bankruptcy Court, and notice of any pre-auction modifications to the terms and conditions of sale will be filed on the Court's ECF electronic case docket, with a copy provided to the U.S. Trustee and parties who had filed notices of appearance.

(s) Neither the Trustee, MYC, the Trustee's retained professionals, nor 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.

(t) These Terms and Conditions of Sale will be read into the record, or specifically incorporated by reference, at the Sale of the Properties. By making a bid for the Properties, all bidders shall be deemed to have acknowledged having read, and understand, these Terms and Conditions of Sale and have agreed to be bound by them.

(u) The Trustee shall be a party to the Sale of the Properties exclusively in his capacity as trustee in bankruptcy and not as an individual. If the Trustee is unable to deliver title to the Properties in accordance with these Terms and Conditions of Sale for any reason whatsoever, his 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 Trustee, the Trustee's retained professionals, or Debtor's estate.

(v) The Trustee reserves his right to withdraw the Properties from the Sale, either prior or subsequent to the Sale, for any reason whatsoever, as he deems necessary or appropriate, and that notice of any pre-auction withdrawal of any of the properties from the sale will be filed on the Court's ECF electronic case docket, with a copy provided to the U.S. Trustee and parties who had filed notices of appearance.

(w) The Sale of the Properties are subject to confirmation by the Bankruptcy Court. The Trustee or the Trustee's attorney shall notify the Successful Bidder whether the Sale is confirmed. Any disputes concerning the Sale shall be determined by the Bankruptcy Court. By participating in the

Sale, all bidders consent to the jurisdiction of the Bankruptcy Court to determine such disputes arising in the Debtor's pending case.

(x) **By making a bid for the Properties, all bidders shall be deemed to have acknowledged having read, and understand, these Terms and Conditions of Sale and have agreed to be bound by them.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

For (only if bidder is an entity): \_\_\_\_\_

Its (only if bidder is an entity): \_\_\_\_\_