

TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are promulgated in connection with the public auction sale (“Auction Sale”) of the real property known as and located at 146 Halpin Avenue, Staten Island, New York 10312 (“Property”).

2. The seller of the Property is Gregory M. Messer, solely in his capacity as Chapter 7 Trustee (“Trustee”) of the bankruptcy estate of Laura Schneider (“Debtor”) The Debtor’s Chapter 7 bankruptcy case is pending in the United States Bankruptcy Court for the Eastern District of New York (“Bankruptcy Court”) under Case No.: 25-40334-ESS.

3. Alan Nisselson, solely in his capacity as Chapter 7 Trustee of the bankruptcy estate of Thomas Schneider, a co-owner of the Property, has provided his consent to the Auction Sale of the Property.

4. Dr. Mohamad Yaghi (“Offeror”) has offered to purchase the Property for \$1,100,000.00 (“Purchase Price”), pursuant to these Terms and Conditions of Sale (“Offer”). This Offer is subject to higher and better offers, which may be made in connection with the Auction Sale and subject to Bankruptcy Court approval.

5. Upon execution of these Terms and Conditions of Sale, the Offeror will deposit the sum of \$110,000.00 (“Deposit”) with the Trustee as earnest money in the form of an official bank check payable to “**Gregory M. Messer, as Trustee.**” The Deposit shall be maintained by the Trustee in a bankruptcy estate account.

6. The Auction Sale is being conducted pursuant to an Order of the Bankruptcy Court and sections 363 (b), (d), (f) and (m) of title 11 of the United States Code (“Bankruptcy Code”). MYC & Associates, Inc. (“MYC”) has been retained as real estate broker to the Trustee.

7. The Auction Sale will be conducted virtually by Zoom on **September 24, 2026, at 11:00 a.m.**

8. The minimum overbid for the Property is \$25,000.00 higher than the Offer or \$1,125,000.00.

9. To register for the Auction Sale and to bid on the Property, each prospective bidder must deliver to MYC **by 5:00 p.m. on September 22, 2026:** (a) a certified check or bank check made payable to “Gregory M. Messer, as Trustee” in the amount of one hundred thousand dollars (\$112,500) (“Qualifying Deposit”), which amount shall serve as a good faith deposit against payment of the purchase price for the Property; and (b) executed Terms and Conditions of Sale.

10. At the conclusion of the Auction Sale, the first highest bidder (“Highest Bidder”) and the second highest bidder (“Second Highest Bidder”) for the Property must also execute, and thereby agree to be bound by, a Memorandum of Sale (copies of which are annexed hereto). Within two days from the conclusion of the Auction Sale, the Trustee or his representative will return the Qualifying Deposits to all bidders except the Highest Bidder and the Second Highest Bidder. The Second Highest Bidder’s Qualifying Deposit will be returned within two business days after the Highest Bidder posts the entire Deposit (as defined in ¶9).

11. By **5:00 p.m. on September 28, 2026,** the Highest Bidder shall deliver to the Trustee, by certified check, bank check, or wire transfer, an amount equal to 10% of its successful

bid minus the amount of the Qualifying Deposit as and for a good faith deposit (such amount, plus the Qualifying Deposit, hereinafter "Deposit").

12. The Offeror or Highest Bidder must pay the balance (the difference between the amount of the successful bid and the Deposit) of the purchase price ("Purchase Price") for the Property to the Trustee, by certified check, bank check, or wire transfer at the closing of title to the Property ("Closing"). The Offeror or Highest Bidder must close title to the Property within thirty (30) days of the entry of an Order of the Bankruptcy Court confirming the results of the Auction Sale ("Closing Date"), **TIME BEING OF THE ESSENCE as to the Offeror or Highest Bidder**, although such date may be extended solely by the Trustee.

13. The Closing shall take place on or before the Closing Date at the offices of the attorneys for the Trustee, LaMonica Herbst & Maniscalco LLP, 3305 Jerusalem Avenue, Suite 201, Wantagh, New York 11793 or by mail, as elected by the Trustee.

14. The Offeror or the Highest Bidder shall pay any village, city, county, state or other transfer taxes incurred by the transfer of the Property on the Closing Date.

15. Real estate taxes, water/sewer and other utilities for common areas will be apportioned as of 12:00 a.m. on the Closing Date. Except as set forth herein, there will be no other apportionments pertaining to the Property. With the exception of the payment of any applicable Mansion Tax, which the ultimate Purchaser will pay, and to the extent not exempt, the Offeror or Highest Bidder shall be responsible for and shall pay any county, state or other transfer taxes incurred by or in connection with the transfer of title to the Property. The Offeror or Highest Bidder shall be solely responsible for the recordation of all transfer documents, preparation of the transfer documents and forms and any other applicable recording documents, if required. The Trustee will prepare the Trustee's Deed. The Offeror or Highest Bidder shall be solely responsible for all premiums and fees for title examination and title insurance, and all related charges in connection therewith.

16. In connection with the Closing and Closing Date, the Offeror and Highest Bidder are hereby given notice that **TIME IS OF THE ESSENCE against the Offeror and Highest Bidder and the failure of the Offeror or Highest Bidder to close for any reason whatsoever (except as otherwise provided below), including its failure to pay the balance of the Purchase Price on the Closing Date, will result in the Trustee retaining the Deposit and the termination of the Offeror's or Highest Bidder's right to acquire the Property under these Terms and Conditions of Sale.** The Offeror or Highest Bidder shall be obligated to close title to the Property and there is no contingency of any kind or nature that will permit the Offeror or Highest Bidder to cancel or avoid its obligation under these Terms and Conditions of Sale other than the Trustee's inability to deliver insurable title to the Property. Further, the Offeror or Highest Bidder shall have demonstrated, to the sole satisfaction of the Trustee, evidence of its ability to conclude the transaction upon these Terms and Conditions of Sale without delay. The Trustee reserves the right to reject any bidder who, in the sole discretion of the Trustee, the Trustee believes is not financially capable of consummating the purchase of the Property. **Expenses incurred by the Offeror or Highest Bidder, or any competing bidder, including concerning any due diligence, such as obtaining title reports, shall be the sole responsibility of the Offeror and such bidder and under no circumstances shall the Trustee, the Trustee's professionals nor the Debtor's estate be responsible for, or pay, such expenses.**

17. In the event that the Offeror or Highest Bidder for the Property fails to tender the payment of the balance of the Purchase Price on the Closing Date, or otherwise perform any of its

obligations under these Terms and Conditions of Sale, the Trustee, at his sole option, shall be authorized to sell the Property to the Second Highest Bidder without any further notice, without giving credit for the Deposit forfeited by the Offeror or Highest Bidder, and upon such other terms and conditions as the Trustee deems appropriate. Should the Second Highest Bidder fail to close on the Property within such time as the parties may agree but not to exceed 45 days after notice from the Trustee to the Second Highest Bidder, the Trustee shall be authorized to sell the Property to the next highest or best bidder, without the necessity of any further notice. In either event, the Second Highest Bidder or the next highest or best bidder shall be deemed to be "Highest Bidder" under these Terms and Conditions of Sale and shall be bound by these Terms and Conditions of Sale.

18. The Trustee and his professionals, including MYC, have not made, and do not make, any representations or warranties of any kind, including, but not limited to, as to the physical condition, expenses, operations, value of the land or buildings thereon, or any other matter or thing affecting or related to the Property that might be pertinent to the purchase of the Property, and including, without limitation: (a) the current or future real estate tax liability, assessment or valuation of the Property; (b) 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; (c) the compliance or non-compliance of the Property, in its current or any future state, with applicable present or future zoning ordinances or other land use law or regulation, or the ability to obtain a change in the zoning or use, or a variance in respect to the Property; (d) 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 or federal government or institutional lender; (e) the current or future use of the Property; (f) the present and future condition and operating state of any and all machinery or equipment on the Property and the present or future structural and physical condition of any building thereon or its suitability for rehabilitation or renovation; (g) the ownership or state of title of any personal property on the Property; (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 Property; or (j) the compliance or non-compliance with environmental laws and the presence or absence of underground fuel storage tanks, any asbestos or other hazardous materials anywhere on the Property. The Offeror and each bidder hereby expressly agrees and acknowledges that no such representations or warranties have been made. The Trustee and his professionals, including MYC, are not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the Property, 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 writing by the Trustee.

19. The Property is being sold:

- (a) **"AS IS" "WHERE IS", "WITH ALL FAULTS,"** without any representations, covenants, guarantees or warranties of any kind or nature whatsoever;
- (b) free and clear of any and all monetary interests of whatever kind or nature including, but not limited to, liens, claims, encumbrances, judgments and/or mortgages (collectively, "Interests"), with such Interests, if any, to attach to the proceeds of sale in such order and priority as they existed immediately prior to the entry of the Order for Relief against the Debtor;

- (c) free and clear of the interest and occupancy of Thomas Schneider and the occupancy of any other person(s) residing with Thomas Schneider; and
- (d) subject to, among other things:
 - (i) a tenant at the Property ("Tenant"); however, the sale is not conditioned upon, the continued occupancy of the Tenant. Any lease that the Tenant has, has expired, and as such the Tenant is on a month-to-month basis. Nothing herein is a representation of the Trustee that the Tenant shall be in occupancy at the time of the Closing;
 - (ii) any state of facts that an accurate survey may show;
 - (iii) any state of facts a physical inspection may show;
 - (iv) any covenants, restrictions and easements of record;
 - (v) any building or zoning ordinances or other applicable municipal regulations and violations thereof;
 - (vi) environmental conditions; and
 - (vii) any and all non-monetary violations existing on the Property as of the Closing Date.

20. By delivering Qualifying Deposits, the Offeror and each bidder acknowledges that it has had the opportunity to review the state of title thereof and laws, rules and regulations applicable thereto, and will rely solely thereon and on its own independent investigation of the Property in making its bids. Neither the Trustee nor any of his representatives make any representations or warranties with respect to the permissible uses of the Property, including, but not limited to, the zoning of the Property. Each bidder acknowledges that it has conducted its own due diligence in connection with the Property and is not relying on any information provided by the Trustee and his professionals.

21. The Trustee shall convey the Property by delivery of a Trustee's Deed. The quality of title shall be that which any reputable title insurance company authorized to do business in the State of New York is willing to approve and insure. The Trustee may at his option arrange for the issuance of a title insurance policy by such a company at the Offeror or Highest Bidder's sole cost and expense.

22. Except as may be authorized by an Order of the Bankruptcy Court, neither the Trustee nor the Trustee's professionals, including MYC, are liable or responsible for the payment of fees of any broker.

23. Nothing contained in these Terms and Conditions of Sale is intended to supersede or alter any provisions of the Bankruptcy Code or otherwise interfere with the jurisdiction of the Bankruptcy Court. 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 Auction Sale or thereafter to maintain consistency with the provisions of the Bankruptcy Code and/or prior orders of the Bankruptcy Court.

24. These Terms and Conditions of Sale will be read into the record, or specifically incorporated by reference, at the Auction Sale of the Property. By making a bid for the Property, each bidder will be deemed to have acknowledged having read these Terms and Conditions of Sale and agreed to be bound by them.

25. If the Trustee is unable to deliver title to the Property in accordance with these Terms and Conditions of Sale for any reason whatsoever, his only obligation will be to refund the Deposit to the Offeror or Highest Bidder and, upon such refund, the Offeror or Highest Bidder shall not have any claim or recourse against the Trustee, the estate or the Trustee's professionals.

26. The Trustee reserves his right to withdraw the Property from the Auction Sale, either prior or subsequent to the Auction Sale, for any reason whatsoever, as he deems necessary or appropriate.

27. The Auction Sale of the Property is subject to confirmation by the Trustee. Prior to the Closing, the Bankruptcy Court may enter an Order confirming the results of the Auction Sale.

28. The Bankruptcy Court shall determine any disputes concerning the Auction Sale of the Property. By participating in the Sale, the Offeror and all bidders consent to the jurisdiction of the Bankruptcy Court to determine such disputes.

I have read these Terms and Conditions of Sale and agree to be bound by them.

Dated: __, 2026

Signature

Dated: __, 2026

Gregory Messer, solely in his capacity as Chapter 7 Trustee
of the bankruptcy estate of Laura Schneider
