

## TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale are being promulgated in connection with the Court authorized public auction sale (the "Auction Sale") of the Debtor's assets located at 872 E. 52<sup>nd</sup> Street, Brooklyn, N.Y., 11203 . The seller of the Property is Debra Kramer, the Chapter 7 Trustee (the "Trustee"), of the estate of Ellen Rapaport Corp., Case Number 08-40724 (CEC). The sale has been authorized by the United States Bankruptcy Court for the Eastern District of New York, where the Debtor's Chapter 7 bankruptcy case is pending.

2. The Auction Sale will be held on April 17<sup>th</sup> 2008 at 11 A.M. (the "Sale Date") at 872 E. 52<sup>nd</sup> Street, Brooklyn, N.Y., 11203.

3. Information regarding the Auction Sale can be obtained by contacting

Michael J. Gilhooly, Auctioneer  
G.E.M. Auction Corp.  
499 Van Brunt Street, Suite 4B  
Brooklyn, New York 11231  
Tel. (718) 222-0100 | Fax. (718) 222-4030  
[mg@gemassociates.com](mailto:mg@gemassociates.com)  
[www.gemassociates.com](http://www.gemassociates.com)

4. This is a sale of any and all right, title and interest of the Trustee, pursuant to the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and local rules of the Eastern District of New York.

5. The goods will be sold free and clear of any and all liens, security interests, claims and encumbrances, with said liens, security interests, claims and encumbrances, if any, to attach to the net proceeds realized from the Auction Sale, in their order of priority, and to the extent valid, and after the payment of 11 U.S.C. Section 506 expenses, including Trustee's and Auctioneer's commissions, and attorney's fees and expenses.

6. The Trustee has directed that the goods be offered for sale first in bulk and then in lots, or in any manner of the Auctioneer's discretion, with the highest aggregate bid to be accepted.

7. Every purchaser is required to give his and her name and address. The Auctioneer reserves the right, in his discretion, to require a deposit in cash or certified check of up to 25% of the amount of the bid, and to increase the amount of the required deposit if the Auctioneer thinks it is necessary. In case any such required deposit shall not be made, the Auctioneer reserves the right to put up the lot and resell immediately to the highest bidder.

8. The Auctioneer reserves the right to require all final settlements to be in cash or certified check only.

9. In case of a dispute on the knockdown of a lot, the Auctioneer reserves the right to put up the lot and resell immediately to the highest bidder.

10. Catalog description of goods is not guaranteed to be correct. Therefore, always examine the goods before you buy, as no allowance whatever will be made for any error in description. Every lot is sold as is, regardless of what the description may be in the catalog.

11. All goods are subject to examination before purchasing and are sold as is at time of sale, and no claim of any kind whatever, except shortage in count, will be allowed, and all such claims must be made before goods leave the premises as no claims will be allowed afterward. Buyer is to remove all property at his risk and expenses from where it now is.

12. Positively no goods will be delivered during the sale.

13. Each and every buyer must file with G.E.M. Auction Corp. a certificate of registration with authorized identification number from any state where payment of sales tax is required and produce such sales tax number at each and every sale or pay the respective sales tax.

14. All goods not removed by the date announced at the sale whether or not payment therefore has been made to G.E.M. Auction Corp., may be resold AT ANY TIME THEREAFTER WITHOUT FURTHER NOTICE at the loss, risk and expense AND

**FOR THE ACCOUNT of the purchaser, without any responsibility whatsoever by G.E.M. Auction Corp. or the Trustee, for such or any goods left on the premises after the date of pickup to be announced at the sale. NO DELIVERY ON SATURDAY OR SUNDAY UNLESS ANNOUNCED.**

**15. The record of sale kept by the auctioneer and bookkeeping must be accepted by the buyer as absolute and final.**

**16. Books, papers and accounts are the property of the Trustee and will not be sold.**

**17. Trustee reserves the right to reject any and all bids and / or approve the sale.**