

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

The Diocese of Buffalo, N.Y.,

Debtor.

Case No. 20-10322

Chapter 11

**ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY
CODE (A) APPROVING THE SALE OF CERTAIN REAL PROPERTY
AT 21 BRISTOL DRIVE, AMHERST, NEW YORK, FREE AND CLEAR OF LIENS,
CLAIMS, OBLIGATIONS, INTERESTS AND ENCUMBRANCES;
(B) AUTHORIZING THE DIOCESE TO CONSUMMATE THE TRANSACTIONS
RELATED THERETO; AND (C) GRANTING RELATED RELIEF**

Upon the motion [Docket No. 3935] (the “Sale Motion”), filed by The Diocese of Buffalo, N.Y. (the “Diocese”), for entry of an order (this “Order”) approving the sale of certain real property located at 21 Bristol Drive, Amherst, New York (the “Property”) to Steven and Beth A. Sherman (together, “Sherman” or the “Stalking Horse Bidder”), free and clear of all Encumbrances¹, authorizing the Diocese to consummate all transactions related to the proposed sale of the Property (the “Sale Transaction”) and granting related relief; and upon the limited objection [Docket No. 3982] (the “Limited Objection”) filed by Chappelle Villas Condominium B (“Chappelle Villas”); and the Court having entered an order on July 3, 2025 [Docket No. 4006] (the “Bidding Procedures Order”) approving certain bidding procedures for the sale of the Property, among other relief; and Joaquin Carbonara (the “Purchaser”) having subsequently entered into a purchase agreement dated July 17, 2025 in the form attached to the Sale Motion and approved by the Court pursuant to the Bidding Procedures Order (the “Purchase Agreement”); and the Purchase Agreement, including the Condominium/Homeowners’ Association Rider, a copy of which is annexed hereto as Exhibit “A”, having been submitted and deemed by the Diocese as a competing Qualified Bid; and the Stalking

¹ Capitalized terms used, but not defined herein, shall have the same meaning ascribed to such terms in the Sale Motion.

Horse Bidder having withdrawn the initial bid, and no other Qualified Bids having been received, and the Auction having been cancelled as a result thereof; and the Diocese and Chappelle Villas having consensually resolved the Limited Objection as set forth herein; and a hearing to approve the Sale Transaction having been held on August 20, 2025 at 10:00 a.m. (the "Sale Hearing"); and all interested parties having been afforded an adequate opportunity to be heard; and the Court having reviewed and considered: (i) the Sale Motion, and (ii) the arguments of counsel made and the evidence presented at the Sale Hearing; and it appearing that the relief requested in the Sale Motion and approval of the Sale Transaction with the Purchaser is in the best interests of the Diocese, its estate, and its creditors; and upon the record of the Sale Hearing and the Diocese's chapter 11 case (the "Chapter 11 Case"); and after due deliberation thereon; and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. This Court has jurisdiction and authority to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this Chapter 11 Case and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought herein are sections 105 and 363 of title 11 of the United States Code 11 U.S.C. § 101 *et seq.*, (the "Bankruptcy Code"), and Rules 2002, 6004, and 9014 of the Federal Rules for Bankruptcy Procedure (the "Bankruptcy Rules").

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in effectuating the Purchase Agreement and proceeding with the Sale Transaction. The Court expressly finds that there is no just reason for delay in the

² The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these proceedings by Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

implementation of this Order and expressly directs that the stay contemplated by Bankruptcy Rule 6004(b) is hereby vacated to any extent necessary to permit the immediate effectiveness of this Order. This Order shall be effective immediately upon its entry and the parties may consummate the transactions contemplated in the Sale Motion immediately upon entry of this Order.

D. The Bidding Procedures Order approved, among other things, certain notice and bidding procedures for the Auction, if any, and the Sale Hearing. The Bidding Procedures Order provided that it was immediately effective upon entry and such Order is a final and non-appealable order and remains in full force and effect.

E. As evidenced by the Certificates of Service [Docket Nos. 3943, 3944, and 3981] filed with the Court, proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing has been provided in accordance with the terms of the Bidding Procedures Order and Bankruptcy Code sections 102(1) and 363(b) and Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014 to all persons and entities entitled to such notice. No other or further notice of the Sale Motion (and any transactions contemplated thereby), the Sale Hearing, or the entry of this Order is necessary or shall be required.

F. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

G. The Diocese scheduled an Auction in accordance with the Bidding Procedures Order. The Purchaser submitted a competing Qualified Bid before the bid deadline. Thereafter, the Stalking Horse Bidder withdrew their bid and there remains only the Purchaser's competing Qualified Bid, thus the Auction was cancelled. The bidding and sale process was non-collusive, fair and reasonable, and conducted in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser acted in good faith in all respects of his participation in the bid process. Neither the Diocese nor the Purchaser have engaged in any conduct that would prevent the

application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the consummation of the Sale Transaction. The process afforded a full, fair and reasonable opportunity for any Qualified Bidder to make an offer for the Property.

H. The Purchase Price of \$185,000 was the highest and best bid, and the Purchaser was determined to be the Successful Bidder. The Purchase Agreement represents a fair and reasonable offer to purchase the Property under the facts and circumstances of the Chapter 11 Case, and the form and total consideration to be realized by the Diocese pursuant to the Purchase Agreement constitute a transfer of the Property at fair market value. Approval of the Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Diocese, its creditors, its estate, and all other parties in interest.

I. The Diocese has articulated a sufficient business justification under the standard set forth in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983) and has otherwise demonstrated a sufficient basis and the existence of compelling circumstances requiring it to sell the Property as contemplated in the Sale Motion and the terms set forth herein. Such an action is an appropriate exercise of the Diocese's reasonable business judgment and is in the best interests of the Diocese, its creditors, and its estate.

J. The Purchaser, the Diocese and their professionals have complied with the Bidding Procedures Order in all material respects and in good faith.

K. The offer of the Purchaser and the total consideration to be realized by the Diocese: (i) is the highest and best offer received by the Diocese; (ii) is fair and, reasonable; and (iii) is in the best interests of the Diocese, its creditors and its estate. The Diocese's determination that the Purchaser's offer constitutes the highest and best offer for the Property constitutes a valid and sound exercise of the Diocese's reasonable business judgment. The Sale Transaction was negotiated and

entered into in good faith, based upon arm's-length negotiations and without collusion or fraud of any kind. The Purchase Price to be paid by the Purchaser was not controlled by an agreement among potential bidders. Neither the Purchaser nor any of its affiliates, officers, directors, managers, shareholders, or any of their respective successors or assigns is an "insider" of the Diocese, as that term is defined in section 1.01(31) of the Bankruptcy Code.

L. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Diocese, its estate, and its creditors, if the sale of the Property to the Purchaser were not free and clear of all Encumbrances (as set forth in the Purchase Agreement) of any kind or nature whatsoever to the greatest extent permitted under sections ¹⁰⁵~~105~~(a) and 363 of the Bankruptcy Code and other applicable law, whether such Encumbrances are known or unknown, choate or inchoate, filed or unified, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, noticed or unnoticed, perfected or unperfected, allowed or disallowed, disputed or undisputed, whether accruing prior to or subsequent to the commencement of the Case, whether imposed by agreement, understanding, law, equity or otherwise, relating to, accruing or arising at any time prior to the Closing (as defined in the Purchase Agreement).

M. The Diocese may sell the Property free and clear of all Encumbrances of any kind or nature whatsoever, to the greatest extent permitted under sections 105 and 363 of the Bankruptcy Code and other applicable law, whether such Encumbrances are known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, noticed or unnoticed, perfected or unperfected, allowed or disallowed, disputed or undisputed, whether accruing prior to or subsequent to the commencement of the Chapter 11 Case, whether imposed by agreement, understanding, law, equity or otherwise, relating to, accruing or arising at any time prior to the Closing, because, in each

case, one or more of the standards set forth in Bankruptcy Code section 363(f) has been satisfied. Accordingly, all persons having Encumbrances of any kind or nature whatsoever against or in any of the Property shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such Encumbrances against the Property, the Purchaser, or any of its assets, property, successors, or assigns.

N. The transfer of the Property to the Purchaser shall be a legal, valid and effective transfer of the Property and shall vest the Purchaser with all right, title and interest in and to the Property.

O. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are incorporated herein.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion is GRANTED, as set forth herein.
2. All objections to the Sale Motion or to the relief granted herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled on the merits.
3. Notice of the hearing on the Sale Motion was fair and adequate under the circumstances and complied in all respects with 11 U.S.C. § 102(1) and Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014.

Approval of the Sale Transaction

4. The Purchaser is hereby designated as the Successful Bidder for the Property. The Purchase Agreement is approved in its entirety. The sale of the Property to the Purchaser, as

contemplated in the Sale Motion, is approved pursuant to sections 105(a) and 363 of the Bankruptcy Code. The Diocese and its officers, directors, employees and agents are hereby authorized to take such actions as are necessary to consummate the transaction contemplated in the Sale Motion, and in connection therewith, are hereby authorized to execute and deliver any agreements, instruments and documents that may be reasonably necessary or desirable to implement and effectuate the provisions of this Order and the transactions approved hereby and to take all further actions as may reasonably be requested by the Purchaser for the purpose of selling, assigning, transferring, granting, conveying, conferring and delivering the Property to the Purchaser, all without further order of this Court.

Transfer of the Property

5. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Property shall be transferred to the Purchaser at the Closing free and clear of all Encumbrances of any kind or nature whatsoever and all such Encumbrances shall attach to the net cash proceeds of the transactions in the order of their priority, with the same validity, force and effect that they now have as against the Property, subject to any claims and defenses the Diocese or any other party may possess with respect thereto.

6. The Purchaser shall not be liable or obligated, or assume, or in any way be responsible for, any liabilities or obligations of the Diocese or its estate (whether direct or indirect, liquidated or unliquidated, choate or inchoate, or contingent or fixed) arising before or after the consummation of the Sale Transaction. All persons or entities holding Encumbrances of any kind or nature with respect to the Property are hereby barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Encumbrances against the Purchaser, its successors or assigns, or the Property. This Order is and shall be effective as a determination that all such Encumbrances shall be and are, without further action by any person or entity, released with

respect to the Property as of the date of the Closing of the transactions contemplated in the Sale Motion.

7. All property taxes, and charges of Chappelle Villas, to the extent that same are due and owing on the Property as of the closing, shall be paid on the closing date on the sale of the Property, from the Property sale proceeds, in an amount to be mutually agreed upon at closing, and presently estimated at \$3,935.92. All Encumbrances on the Property shall be and hereby are deemed to be divested, canceled, terminated, and discharged. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office. A copy of this Order may be filed with the appropriate clerk or recorded with the recorder to act to cancel any of the Encumbrances or other encumbrances of record.

8. Each and every federal, state and local government agency or department and all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds and other similar persons are hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and this Order. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary

and appropriate to consummate the transactions contemplated by the Purchase Agreement and to cancel, terminate and release Encumbrances on the Property.

9. The Purchaser is deemed a purchaser in good faith of the Property and thus entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, including, without limitation, in the event that this Order is modified on appeal or reversed.

10. The provisions of 11 U.S.C. § 363(n) have not been violated, and the transfer of the Property shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law and no damages may be assessed against the Purchaser or any other party pursuant to section 363(n) of the Bankruptcy Code.

11. The provisions of Bankruptcy Rule 6004(h) shall not apply to stay consummation of the transactions contemplated by the Sale Motion, and the Diocese and the Purchaser are hereby authorized to consummate such transactions immediately upon entry of this Order.

12. This Order shall be binding in all respects upon all creditors of, and holders of equity interests in, the Diocese (whether known or unknown), any holders of Encumbrances, all parties in interest in this Chapter 11 Case, Sherman, the Purchaser and all successors and assigns of the Purchaser, the Diocese, and any subsequent trustees appointed in the Chapter 11 Case or upon a conversion to Chapter 7 under the Bankruptcy Code. Nothing contained in any Chapter 11 plan confirmed in this Chapter 11 Case, or in any related confirmation order, disclosure statement, or order approving disclosure statement shall conflict with or derogate from the provisions of this Order, this Order and the transactions being in contemplation of, in furtherance of and in connection with such Chapter 11 plan.

Additional Provisions

13. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and provisions of this Order.

14. Notwithstanding anything in this Sale Order to the contrary, the Sale of the Property shall be subject to the condominium and the association Organization Documents, as such term is defined in the Rider to the Purchase Agreement.

15. The Closing of the Sale Transaction shall occur in accordance with the terms and conditions of the Purchase Agreement unless the Diocese, in its discretion, and the Purchaser agree otherwise in writing.

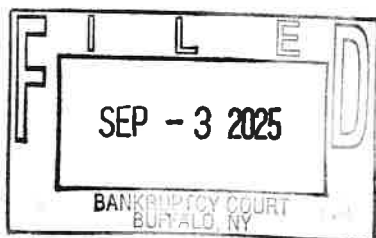
16. Upon Closing with the Purchaser, the Diocese shall return Sherman's contract deposit to Sherman.

17. This Court shall retain jurisdiction to determine any dispute, issue, or other matter arising in connection with the Sale Transaction or this Order.

18. Pursuant to the *Order Authorizing Employment and Retention of Howard Hanna Professionals as Real Estate Broker to the Diocese* [Docket No. 2784], the Diocese is authorized to pay Howard Hanna Professionals a broker's commission of six (6%) percent of the Purchase Price equaling \$11,100.00 from the proceeds of the Sale Transaction.

19. The Diocese is authorized to perform such acts and expend such funds as may be necessary to implement the terms and provisions of this Order.

Dated: Sept. 3, 2025
Buffalo, New York




HON. CARL L. BUCKI
CHIEF UNITED STATES BANKRUPTCY JUDGE

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Modifications of this form must be clearly shown.



This Contract is recommended for the sale of improved or unimproved residential real estate. If used for new construction or commercial real estate, appropriate modification is required.



CAUTION: This Contract contains an Attorney Approval Contingency. Read Paragraph ATC1 carefully.
CAUTION: Substituting pages of a signed Contract could result in an unenforceable Contract or a Fraud Claim.

CONTRACT

Date: 07/17/2025 ("Contract Date")

- 1. PARTIES.** The parties are as follows (individually a "Party" and collectively the "Parties"):

(A) Seller: Diocese of Buffalo

Address: 795 Main St Buffalo, NY 14203 (Property address if blank)

(B) Purchaser: Joaquin Carbonara

Address: 130 Groton Dr Buffalo NY 14228-2551

2. **AGREEMENT.** Seller shall sell and Purchaser shall purchase the items described in Paragraphs 3(A) through 3(D) ("Property") and the items described in Paragraph 3(E)(1) - (5) as being included ("Included Items") on the terms stated in this contract, including Paragraphs ATC1 through ATC14 of the attached BAEC/BNAR approved Additional Terms and Conditions (Rev. 03/15/18) ("ATC"), as well as the Riders and attachments referenced in Paragraphs 3(B) and 16 which all Parties have signed and/or initialed (including all changes) as applicable ("Contract"). This Contract uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses or as defined in Paragraph ATC13. Unless otherwise indicated, all paragraph references are to paragraphs of this Contract. References to paragraph numbers which are preceded by letters refer to the corresponding riders listed in Paragraph 16. All defined terms and paragraph references used in this Contract shall have such meanings throughout, and in all modifications of, this Contract.

- ### 3. PROPERTY.

(A) Address. No. & Street: 21B Bristol Drive Zip Code: 14228
County of Erie ("County"), Town/City of Buffalo, Village of: Amherst, NY.
Tax Map Identifier (Section-Block-Lot Number) 142289-040-680-0001-043-000-21B

(B) Additional Description.

☐ Per attached map/survey map ☐ Per attached legal description ☒ Approximate Lot Size: 33 x 43
☒ Includes interest in a homeowners' association: See *Condominium/Homeowners' Association Rider*
☒ Condominium Unit: See *Condominium/Homeowners' Association Rider*

(C) Current Uses/Improvements: ☒ 1 Family dwelling ☐ with ____ car garage

☐ Vacant Land: See *Vacant Land Rider*. ☐ Additional uses/improvements (specify): _____

(D) **Land and Other Items.** Unless excluded in Paragraph 3(E), the following items are included:

- (1) All land; trees; buildings; improvements; oil, gas and mineral rights; and rights appurtenant to the land.
- (2) All fixtures and property attached or appurtenant to the land, buildings and improvements including: all heating, air conditioning (except window units), plumbing (including septic systems, well pumps, water pumps, sump pumps, water filtration systems and water softeners), electrical and mechanical systems (including hard wired electricity generators); plumbing fixtures; lighting fixtures (including bulbs) and landscaping (except free standing planters); matching kitchen islands; storm windows, storm doors, screens and awnings; exterior T.V. antennas and satellite dishes; garage door openers; weather vanes; window boxes; mail boxes; utility sheds; fences; underground electric pet fencing and equipment; flag poles; in-ground or garage mounted basketball backboards and poles; gas operated post-type outdoor grills; in-ground and above-ground pools and related equipment; wood-burning stoves, oil and gas fired space heaters, fireplaces, fireplace inserts, screens (including free-standing screens), grates and glass enclosures; wall to wall carpeting and attached runners; linoleum; garbage disposals; ceiling fans, exhaust fans and hoods; security systems; intercom systems; central

21B Bristol Drive

Amherst NY 14228

Seller Initials

NY

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Purchaser Initials

Instanet™

vacuuming systems (including all hoses and attachments); smoke detectors; carbon monoxide detectors; mirrors; window shades, curtain rods and traverse rods; all styles of window and door blinds; cabinet and wall-mounted appliances; all transferable trash and recycling containers provided by a municipality or service company; and all motors, transmitters, receivers, controls, system operation keys, remote units and all component parts.

- (3) If presently on the Property and unless free-standing, all cabinets, shelving, dishwashers, refrigerators, ovens, cooktops, ranges, microwave ovens, trash compactors, humidifiers, dehumidifiers and air filtration systems.
- (4) Seller's rights in and to public and private streets, highways, alleys, driveways, easements and rights of way.
- (5) Seller's rights to receive all future rents and royalties due under any lease, agreement or tenancy.
- (E) **Included and Excluded Items.** The following items are included or excluded as follows: ("**Excluded**" if blank)
- (1) Hot tub(s)/spa(s) and related equipment are ☐ Included; ☐ Excluded; ☒ N/A
- (2) Outdoor play set(s) are ☐ Included; ☐ Excluded; ☒ N/A
- (3) Speakers (recessed, wall mounted and outdoor) and speaker wiring are .. ☐ Included; ☐ Excluded; ☒ N/A
- (4) The following items are included: all appliances set forth in Paragraph RPR1, All window treatments
Dishwasher, Dryer, Microwave, Oven/Range Electric, Oven/Range Gas, Refrigerator, Washer
 which are included with no increase in the Purchase Price and which nevertheless must be left:
- ☐ (a) in substantially the same condition as of the date of the Property Inspection (as defined in Paragraph 9) or if none is conducted, as of the Contract Date, subject to the obligations in Paragraph 5 ("As-is"); or
- ☐ (b) in the condition existing at Closing (as defined in Paragraph 4(C)) ("**(a)**" if blank).
- (5) Unless specifically included in Paragraph 3(E), Paragraph 20 or a rider or addendum to this Contract, the following items are excluded: furniture; household furnishings; televisions, including brackets; and also _____

4. **PURCHASE PRICE.** The purchase price ("Purchase Price"), payable in U.S. Dollars as follows, is \$ 185,000.00

(A) **Seller's Concession.** At Closing, Seller shall credit to Purchaser the sum of ("**0**" if blank) ("Seller's Concession") \$ _____

(B) **Deposit.** The following deposit ("Deposit"), payable to and held in escrow by
Howard Hanna of WNY ("Escrow Agent") at M & T ("Bank") \$ 10,360.00

- ☐ (1) When Purchaser signs this Contract;
- ☒ (2) Within 2 Business Days (as defined in Paragraph ATC13(C)) following:
- ☐ (a) The Effective Date (as defined in Paragraph ATC13(D)).
- ☒ (b) Satisfaction or waiver of the Attorney Approval Contingency (as defined in Paragraph ATC1).
- ☐ (c) Satisfaction or waiver of the Property Inspection Contingency (as defined in Paragraph 9(A)(1)) or the Investigation Contingency (as defined in Paragraph VLR4(B)).
- ☐ (d) The later of (b) and (c).

The Deposit and any additional deposit paid pursuant to this Contract, if applicable (collectively "Deposits"), shall be deposited by Escrow Agent with the Bank within 5 Business Days following receipt. Escrow Agent will promptly notify Seller's attorney if any Deposits are not received on time. In the event any of the Deposits are not received by Escrow Agent within 3 Business Days after payment is due, Seller may cancel this Contract at any time prior to Escrow Agent's receipt of whichever of the Deposits was past due.

(C) **Adjusted Balance.** Upon delivery of the deed ("Closing"), the Purchase Price less (i) the Seller's Concession, **and** (ii) the Deposits, subject to closing adjustments and credits as provided in this Contract ("Adjusted Balance").

5. **CONDITION OF PROPERTY AND INCLUDED ITEMS.**

- (A) Except as otherwise provided in this Contract, until Closing, Seller shall, at Seller's expense:
- (1) maintain the Property and Included Items in substantially the same condition as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date;
- (2) perform ordinary lawn and landscape maintenance and snow removal; **and**
- (3) maintain all utilities in service that are required for the operation of the heating, air conditioning, plumbing, security and electric systems.
- (B) Except as provided in the Property Condition Disclosure Statement provided by Seller before Purchaser signed this Contract ("PCDS") and in Paragraphs 5(A), 5(C), 6, 8, 13, ATC4 and, if applicable, ADR1, LBPR4 and VLR2, Seller makes no representations, warranties or disclosures as to the condition of the Property and Included Items.
- (C) Subject to (i) any rights of Purchaser under Paragraphs 9, 12(D) and LBPR5(B), (ii) Seller's obligations under Paragraphs 5(A), 5(D), 12 and 13, and (iii) Seller's obligation to complete all repairs agreed to in writing, Purchaser shall accept the Property in substantially the same condition (a) as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date, and (b) as disclosed in the PCDS, if any, and shall accept the Included Items as set forth in Paragraph 3(E)(4).

21B Bristol Drive

Amherst NY 14228


 Seller Initials

(D) The Property shall be in "broom clean" condition and free of debris on the date of Closing.

6. SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge:

- ☒ **Yes** ☐ **No** (A) **Title.** Seller has title to the Property, subject to the provisions of Paragraph ATC5, and Seller owns the Included Items.
- ☐ **Yes** ☒ **No** (B) **Agricultural District.** The Property is located partially or wholly within an agricultural district. If "Yes", see *Agricultural District Rider*.
- ☐ **Yes** ☒ **No** (C) **Utility Surcharge.** The Property is subject to a utility (e.g. gas, electricity, water) surcharge. If "Yes": Type/Purpose: _____ Amount: _____ Payable (i.e. monthly, yearly): _____
- ☐ **Yes** ☒ **No** (D) **Water Well.** The Property has a private water well and/or other non-public water supply.
- ☒ **Yes** ☐ **No** (E) **Public Water.** The Property is connected to a public water supply.
- ☐ **Yes** ☒ **No** (F) **Septic System.** (1) The Property has a private septic system approved for _____ bedrooms. (2) If yes, the dwelling(s) on the Property: **(Answer all.)**
 (a) will have been continuously occupied prior to the inspection to obtain a Certificate/Approval (as defined in Paragraph 12(B)) for the private septic system ("Septic Inspection"); **or**
 (b) will have been vacant for less than 90 days immediately prior to the Septic Inspection **and**
 (i) is serviced by metered water
 (ii) the County Health Dept. has a record of the current private septic system.
 (c) will have been vacant for more than 90 days immediately prior to the Septic Inspection.
- ☐ **Yes** ☐ **No** (G) **Public Sewers.** The Property is connected to public sanitary sewers.
- ☐ **Yes** ☐ **No** (H) **Heating Oil/Propane.** The Property is serviced by heating oil and/or propane.
- ☐ **Yes** ☒ **No** (I) **Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well, even if inactive.
- ☐ **Yes** ☒ **No** (J) **Oil/ Gas/Mineral Leases.** Seller has received, is receiving or is entitled to receive rents, royalties or other payments and/or free gas under any oil or gas or mineral lease affecting the Property.
- ☐ **Yes** ☒ **No** (K) **Flood Zone.** The Property is currently located in a special flood hazard zone. Note: If Yes, flood insurance will likely be required by an institutional lender.
- ☐ **Yes** ☒ **No** (L) **Radon.** The Property has been tested for radon.
- ☐ **Yes** ☒ **No** (M) **Special Tax/Preservation District.** The Property is located in a Special Tax District and/or Preservation District, namely: _____
- ☐ **Yes** ☒ **No** (N) **Tax Exemption.** (1) The Property tax bill(s) reflect(s) a tax exemption (e.g. STAR, veteran's). (2) If yes, Seller is entitled to the exemption on the most recent tax bills.
- ☐ **Yes** ☐ **No** (O) **Special Tax Assessments.** The Property is subject to assessments for special or local improvements (e.g. sidewalks, water/sewer lines)("Special Tax Assessments").
- ☐ **Yes** ☒ **No** (P) **Vehicular Access.** Vehicular access to the Property is currently by way of:
 (1) a contiguous municipal road right of way.
 (2) a contiguous, shared private road right of way of record.
- ☐ **Yes** ☒ **No** (Q) **Shared Driveway.** The Property is serviced by a shared driveway.
- ☐ **Yes** ☒ **No** (R) **Court Orders.** Seller is currently subject to a court order that prohibits the sale or transfer of the Property without the consent of another person or further court order.
- ☐ **Yes** ☒ **No** (S) **Bankruptcy.** Seller is currently in bankruptcy.
- ☐ **Yes** ☒ **No** (T) **Foreclosure.** The Property is currently the subject of a foreclosure proceeding or a mortgage encumbering the Property that is in arrears in excess of 60 days.
- ☒ **Yes** ☐ **No** (U) **Sufficient Funds.** Including the proceeds from the sale of the Property, Seller has sufficient funds to close this transaction and pay all of Seller's closing costs and expenses.
- ☐ **Yes** ☒ **No** (V) **Code Violations.** Notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements (as defined in Paragraph 12(A)) violate applicable building codes and/or zoning ordinances, any of which violations continue as of the Contract Date.
- ☐ **Yes** ☒ **No** (W) **FIRPTA Certification.** Seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code and IRS Regulations).

7. CLOSING FUNDS.

(A) **Purchaser's Representations.** Purchaser represents that except for the proceeds of any financing selected in Paragraph 10 or as otherwise accepted by Purchaser and any Seller's Concession:

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Amherst NY 14228

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
- (1) Purchaser is, and until Closing will be, in **actual possession** of sufficient money in U.S. dollars **on deposit** with a federally insured bank, trust company, savings and loan association or credit union ("Financial Institution") to close this transaction. ☒ **Yes** ☐ **No**
- (2) In order to close this transaction, Purchaser does, or Purchaser's lender may, require:
- (a) the closing of the sale of any other real estate or the discharge of any mortgage for which Purchaser is liable ☐ **Yes** ☒ **No**
- (b) the receipt of a gift of funds ☐ **Yes** ☒ **No**
- (B) **Sale Contingency.** This Contract is contingent upon the sale of other real estate as provided in the *Sale Contingency Rider* ("Sale Contingency") ☐ **Yes** ☒ **No**
- (C) **Closing Contingency.** This Contract is contingent upon the closing of the sale of Purchaser's real estate located at _____ ("Purchaser's Property"). ☐ **Yes** ☒ **No**
- If yes, either Party may cancel this Contract after any material breach, termination or cancellation of the contract for Purchaser's Property or upon proof that the closing of the sale of Purchaser's Property has not occurred within 10 Business Days after the Contract Closing Date (as defined in Paragraph 14(A)). Purchaser shall notify Seller within 3 Business Days after any material breach, termination or cancellation of the contract for Purchaser's Property.
8. **LEAD-BASED PAINT DISCLOSURE.** Seller represents that: *Choose either (A) or (B) below.*
- ☐ (A) **Pre-1978 Construction.** The dwelling(s) on the Property was/were or may have been built prior to 1978. A *Lead Based Paint Rider* **must** be attached to this Contract.
- ☒ (B) **Post-1977 Construction.** The dwelling(s) on the Property was/were built in 1978 or later.
9. **INSPECTION OF PROPERTY AND INCLUDED ITEMS.** *Choose either (A) or (B) below. ("A" if blank).*

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <i>JC</i> </div> <div style="border: 1px solid black; padding: 2px;"> Purchaser Initials </div>	CAUTION: New York law requires that any paid property inspector be properly licensed by the State. The use of a non-licensed inspector or election not to have a property inspection conducted shall be at Purchaser's own risk.
--	---

- ☐ (A) **Property Inspection to be conducted.**
- (1) **The Inspection.** Purchaser shall have the right to have the Property and Included Items inspected and/or tested by inspector(s) chosen and paid for by Purchaser ("Property Inspection") **and** any notice of unsatisfactory results pursuant to Paragraph 9(A)(4) shall be completed within _____ ("**7**" if blank) days following the later of (i) satisfaction or waiver of the Attorney Approval Contingency, or (ii) if all applicable utilities are not in service on the Effective Date, the date Purchaser or Purchaser's attorney receives a notice given by Seller that all applicable utilities are in service ("Inspection Period"). The scope of the Property Inspection shall be determined by Purchaser, but shall not, without the consent of Seller, result in damage to the Property or Included Items. Seller will cooperate with Purchaser's reasonable requests, but need not consent to any damage to the Property or Included Items. The results of the Property Inspection must be satisfactory to Purchaser ("Property Inspection Contingency").
- (2) **Radon Notice.** Radon is a colorless, odorless, tasteless gas that can seep into homes through cracks and openings in a home's foundation. Inhalation of radon gas is associated with increased risk of lung cancer. Testing for the presence of radon in residential real estate prior to purchase is advisable.
- (3) **Radon Test.** The Property Inspection will include a radon test ("**Yes**" if blank). ☐ **Yes** ☐ **No**
- (4) **Notice of Results and Right to Cancel Contract.** If the results of the Property Inspection are not satisfactory to Purchaser for any reason whatsoever, **and** if notice of the unsatisfactory results of the Property Inspection **is received by Seller or Seller's attorney on or before the expiration of the Inspection Period**, either Party may cancel this Contract. The results need not be disclosed. If the notice under this Paragraph 9(A)(4) is not timely received by Seller or Seller's attorney, the Property Inspection Contingency is deemed waived by Purchaser.
- ☒ (B) **No Property Inspection.** Except for the Final Inspection (as defined in Paragraph ATC7), Purchaser elects not to have a Property Inspection conducted. This election shall not be deemed to waive or expand any other rights Purchaser may have under this Contract or at law.
10. **FINANCING.** *Choose all that apply below ("A" if blank).*
- ☒ (A) **No Financing.** Purchaser will close this transaction without financing.
- ☐ (B) **New Loan(s).**
- (1) **Application.** Purchaser shall promptly and in good faith, but in no case later than _____ ("**5**" if blank) days after satisfaction or waiver of the Attorney Approval Contingency, Property Inspection

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Contingency, Lead-Based Paint Inspection Contingency (as defined in Paragraph LBPR5(B)), Sale Contingency and Investigation Contingency, if applicable, make application for and diligently and in good faith pursue and accept a Loan Commitment (as defined in Paragraph 10(B)(3)) for one or more of the following loans (NOTE: More than one loan type may be selected, but Purchaser need not apply for all loan types selected) ("Loan"):

- ☐ (a) **First Loan:**
- (i) **Loan Amount** is not to exceed ☐ \$ _____; or ☐ _____ % of the Purchase Price, plus any financed Private Mortgage Insurance, Mortgage Insurance Premium or VA Funding Fee ("Loan Amount").
 - (ii) **Loan Type** is: ☐ Conventional ☐ FHA ☐ VA (See FHA/VA Option Clause) ☐ SONYMA; ☐ Other: _____ ("Conventional" if all blank).
 - (iii) **Loan Term** is: ☐ 30 year; ☐ 20 year; ☐ 15 year; ☐ _____ year ("30 year" if all blank).
 - (iv) **Interest Rate** is: (Reference to "prevailing" rate is not permissible)
 - ☐ a fixed rate not to exceed _____ % per year for a fixed rate loan, or;
 - ☐ an initial interest rate not to exceed _____ % for an adjustable rate loan.
 - (v) **Loan Discount Fees** are not to exceed _____ ("0" if blank) % of the Loan Amount.
- ☐ (b) **Second Loan/Grant** is a _____ year ☐ Fixed Rate ☐ Adjustable Rate loan/grant in an amount not to exceed ☐ \$ _____; or ☐ _____ % of the Purchase Price with an interest rate (initial or fixed) not to exceed _____ %.
- (2) **Interest Rate Protection.** Provided Purchaser complies with the provisions of Paragraph 10(B)(1), Purchaser may cancel this Contract if, at the time of loan application, Purchaser is not able to lock in at interest rates and loan discount fees at or below the rates and fees set forth in Paragraph 10(B)(1). If an interest rate is not set forth in Paragraph 10(B)(1) or, if Purchaser elects not to lock in an interest rate at the time of application (i.e. to "float"), Purchaser shall be obligated to accept a Loan Commitment for the applicable loan at any available interest rate with any required loan discount fees. Purchaser must lock in an interest rate no later than 10 days before the Contract Closing Date.
- (3) **Commitment.** The written approval of Purchaser's application for a loan must have commitment and interest rate expiration dates after the Contract Closing Date **and must not be conditioned upon:** initial underwriting approval by the lender, verification of credit, receipt of an appraisal, payment of debt (other than mortgage(s) encumbering Purchaser's Property if Paragraph 7(A)(2)(a) is answered "Yes"), verification of funds or initial verification of employment ("Loan Commitment"). Purchaser shall deliver to Seller's attorney a **complete** copy of the Loan Commitment and notice of its acceptance by Purchaser within 3 Business Days after Purchaser's acceptance of a Loan Commitment. If a Loan Commitment within the terms set forth in Paragraphs 10(B)(1) through 10(B)(2) is not issued to and accepted by Purchaser by (choose either (a) or (b) below ("**b**") if both (a) and (b) blank))
- (a) ☐ _____ [insert date]; or
 - (b) ☐ _____ ("**45**" if blank) days after the later of (1) the Effective Date; or (2) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, (iii) Property Inspection Contingency, or (iv) _____
- ("Loan Commitment Due Date"), either Party may cancel this Contract at any time prior to Purchaser's acceptance of a Loan Commitment on terms the same as or different than those set forth in Paragraphs 10(B)(1) through 10(B)(2). Either Party may cancel this Contract if a Loan Commitment is granted but later cancelled without fault on the part of Purchaser. Purchaser shall promptly notify Seller of any Loan Commitment cancellation.
- (4) **Cooperation.**
- (a) Seller shall promptly and in good faith cooperate with reasonable requests by Purchaser's lender(s) to provide access to the Property and Included Items and to execute documents which, except for the FHA/VA Option Clause, do not modify the terms of this Contract.
 - (b) Purchaser hereby authorizes and agrees to execute any documents required to authorize Purchaser's lender(s) to deliver a complete copy of each Loan Commitment, without any account numbers shown, to Seller's attorney and the Brokers (as defined in Paragraph 19).
 - (c) Prior to Closing, Purchaser shall not intentionally do anything to adversely affect Purchaser's qualification for the Loan (by way of example only, incur any significant additional debt or voluntarily change employment that will result in a disqualification for the Loan.)
- ☐ (C) **Loan Assumption.** A loan is being assumed (See *Loan Assumption Rider*).
- ☐ (D) **Seller Financing.** Seller is holding a purchase money mortgage (See *Seller Financing Rider*).

11. **STATUS OF TITLE.** Purchaser will accept title to the Property and Included Items subject to the encumbrances set forth in Paragraph ATC5 and: _____ ("**Nothing further**" if blank).

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12. IMPROVEMENTS:

(A) Intended Uses and Improvements. *CAUTION: This Property may have easements, rights of way and restrictions which may affect intended uses of or improvements to the Property. Purchaser acquires the Property subject to these encumbrances unless intended uses or improvements, different from the current uses and improvements as set forth in Paragraph 3(C) ("Current Uses/Improvements"), are listed below.*

- (1) Purchaser intends to use the Property for a ☒ one ☐ two ☐ three ☐ four -family dwelling or ☐ other _____ ("Intended Uses").
- (2) Purchaser intends to make the following specific improvements on or modifications to the Property or make the following specific use of the Property (for example, erection of fence, swimming pool or garage, parking of recreational vehicles): _____ ("Intended Improvements").
- (3) If any Intended Uses or Intended Improvements, different from the Current Uses/Improvements, are listed in subparagraphs (1) and/or (2) above, within 10 Business Days after the Effective Date, Seller will provide Purchaser with a copy of Seller's existing survey map and of all restrictions, easements and rights of way affecting the Property as is or should be disclosed in the Search and/or Survey. If Purchaser finds that any restriction, easement or right of way is inconsistent with any of the above-stated Intended Uses or Intended Improvements, then Purchaser may cancel this Contract within 7 Business Days after receipt of (i) a copy of Seller's existing survey map or, if not available, the Survey, and (ii) a copy of all restrictions, easements and rights of way required to be provided by Seller under this Paragraph 12(A)(2).

(B) Certificates/Approvals. Seller shall obtain certificates/approvals valid through the date of Closing issued by appropriate governmental authorities evidencing compliance with all applicable laws, ordinances, regulations and codes relating to the Current Uses/Improvements and as disclosed in this Contract (excluding the Intended Uses and Intended Improvements which are different from the Current Uses/Improvements) as required by the appropriate governmental authorities for the transfer of the Property (for example: certificate of occupancy, sump pump certificate and approvals of non-public sewage disposal and water supply) ("Certificates/Approvals"). However, Seller shall have no obligation to supply a certificate of occupancy or certificate of compliance for occupancy of the Property if the Property has been occupied solely as a one or two family dwelling.

(C) Order and Delivery.

- (1) **Order.** Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the Effective Date, and (ii) the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Any additional fees shall be paid promptly by Seller.
- (2) **Delivery.** Seller shall deliver to Purchaser's attorney a copy of all Certificates/Approvals at least 5 Business Days prior to the Contract Closing Date, except if delayed pursuant to Paragraph 12(D). The originals of all Certificates/Approvals obtained shall be delivered to Purchaser at Closing.

(D) Objections. If Purchaser gives Seller notice of valid objection to the legal status or legal use of any of the structures or other improvements located on the Property ("Condition Defects"), or if Seller receives notification from the applicable governmental authority that there is any problem which needs to be corrected before any one or more of the Certificates/Approvals can be obtained ("Corrective Faults"), Seller shall, at Seller's sole expense, correct the Condition Defects and Corrective Faults, and have all necessary governmental inspections completed, prior to the Contract Closing Date. However, Seller may, within 10 Business Days following receipt by Seller or Seller's attorney of a notice of Condition Defects, a notice that Corrective Faults must be corrected, and/or a notice that an inspection cannot be conducted due to weather conditions, governmental delays or governmental policies, notify Purchaser that Seller will not (i) correct the Condition Defects and/or Corrective Faults, and/or (ii) obtain one or more Certificates/Approvals (a "Non-Correction Notice") provided Seller has timely complied with Seller's obligations under Paragraph 12(C)(1), if applicable. If, within 10 Business Days following receipt by Purchaser or Purchaser's attorney of a Non-Correction Notice, Purchaser does not elect to accept the Property and Included Items subject to the Condition Defects and Corrective Faults and without Certificates/Approvals which cannot be obtained, either Party may cancel this Contract. Nothing in this Paragraph 12 is intended to affect the rights of Seller or Purchaser under General Obligations Law Section 5-1311, or as otherwise provided under this Contract.

13. KEYS. At Closing, unless the Parties have made other prior satisfactory arrangements, Seller shall deliver to Purchaser all keys, security and access codes, and remote control openers (which must be in working order) for the Property, except as follows: _____ ("**no exclusions**" if blank).


14. CLOSING.

(A) Closing Date. Closing shall be at the County Clerk's Office on the date set forth below or, if that date is not a Business Day, on the next Business Day. ("**(2)**" if both (1) and (2) blank). **Time is not of the essence.**

- ☒ (1) 10/15/2025 [insert date], or
- ☐ (2) _____ ("**60**" if blank) days after the later of (a) the Effective Date; or (b) satisfaction or waiver of the latest

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of any applicable (i) Sale Contingency, (ii) Investigation Contingency, (iii) Property Inspection Contingency, or (iv) _____ (the "Contract Closing Date"), or at such other time and place as the Parties mutually agree.

- (B) **Time of Essence Notice.** Either Party (the "Declaring Party") may, at any time after the Contract Closing Date, notify the other Party that time is of the essence, which notice shall set a specific time for Closing on a Business Day that is on or after the 7th Business Day following receipt of the notice by the other Party or the other Party's attorney, provided (i) the Declaring Party has completed each obligation required of the Declaring Party by this Contract to be completed prior to Closing (a "Pre-Closing Obligation"), (ii) the number of days specified in this Contract for the completion of a Pre-Closing Obligation prior to Closing, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, (iii) the number of days available under this Contract to the other Party following the completion of a Pre-Closing Obligation, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, and (iv) the contingencies in this Contract for the benefit of the Declaring Party have been satisfied or waived, or, absent a default by the other Party, will or could be satisfied at Closing.

15. TAXES, ADJUSTMENTS AND CREDITS.

- (A) **Special Tax Assessments.** Purchaser will accept title to the Property subject to, and will pay, all Special Tax Assessments that may be payable in installments not yet due and payable as of Closing. Any Special Tax Assessment payable in installments may be so paid on the installment due date at the election of Seller.
- (B) **Water Charges and Delinquent Taxes.** Seller shall pay all water charges until Closing and all prior fiscal years' taxes and tax assessments, including interest and penalties.
- (C) **Items To Be Adjusted.** There shall be prorated and adjusted, as of 12:00 midnight prior to the date of Closing: rents; royalties; propane; fuel oil; mortgage interest for assumed mortgages; all current fiscal years' taxes, assessments and installments of amounts appearing on current tax bills computed on a fiscal year basis; Special Tax Assessments; flat rate water charges; sewer charges; user fees; license and/or registration fees; and the following items: _____. For adjustment purposes, all rents and royalties due as of the date of adjustment will be considered paid to Seller. If Closing occurs before a new tax rate is fixed, the apportionment of taxes shall be made on the basis of the most recent tax rate applied to the latest assessed valuation and the provisions of Paragraph 15(E) shall not apply.
- (D) **Items To Be Credited.** There shall be assigned and/or credited to the appropriate Party at Closing: security deposits and any accrued interest thereon; assumed mortgage escrows; the principal balance of and any accrued interest on any assumed mortgage; the principal balance of and any interim interest on any mortgage held by Seller; all penalties and interest on current fiscal years' taxes, assessments and Special Tax Assessments due as of Closing; increases in taxes due to an exemption termination, removal or revocation for the period from the date of the loss of the exemption to the date of Closing; any meter purchase fees; and any other credits provided for in this Contract.
- (E) **Post Closing Adjustment.** Any errors and/or omissions in the Closing computations of adjustments, credits and/or taxes, including any increases due to an exemption, termination or removal, which exceed \$100.00 in the aggregate, shall be corrected upon discovery and paid within a reasonable period of time following a demand for payment.
- (F) **Loans.** All loans which appear on any tax and/or utility bill(s) shall be paid in full by Seller prior to or at Closing.

16. RIDERS AND ATTACHMENTS. This Contract includes the following Riders and attachments marked below:

- ☐ Lead-Based Paint Rider ("LBPR") ☐ Rented Property Rider ("RPR") ☐ Sale Contingency Rider ("SCR")
☐ Vacant Land Rider ("VLR") ☐ Loan Assumption Rider ("LAR") ☐ Seller Financing Rider ("SFR")
☒ Condominium/Homeowners' Association Rider ("CHAR") ☒ Property Condition Disclosure Statement ("PCDS")
☐ FHA/VA Option Clause ☐ Agricultural Disclosure Rider ("ADR")
☒ Other: Agency, Fair housing ("None" if blank)

17. **SIGNATURES.** This Contract shall not become binding unless all Parties sign it, initial it (where appropriate) and deliver it so that it is received by all Parties or their respective attorneys no later than 5:00 p.m. on _____.
(If blank, this paragraph is not applicable).

18. ATTACHMENT OF ADDITIONAL TERMS AND CONDITIONS.

- (A) **Receipt and Release.** By initialing this page, the Parties acknowledge having received and reviewed the attached ATC. ***This Contract shall be void if all Parties do not acknowledge below that they received the ATC.***
- (B) **Changes.** Changes ☐ have ☐ have not ("***have not***" if blank) been made to the ATC. If "have not", any changes made to the ATC other than in Paragraphs 1 through 20 or in any Rider or Addendum shall be ineffective.

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19. **BROKERS.** The brokers listed below (individually a "Broker" and collectively the "Brokers") are:

LISTING REAL ESTATE BROKER

Hanna Commercial David Doerr 10301218669
 Broker Agent Lic.#
344 Delaware Ave. Ste. 2A Buffalo NY 14202
 Address
716-856-7107 716-856-7214 10991206320
 Office Phone/Fax Brokerage Lic. #
716-208-9514 daviddoerr@hannacre.com
 Other Phone E-mail

SELLING REAL ESTATE BROKER

Keller Williams Realty WNY Jaime Perez 10401355351
 Broker Agent Lic.#
5500 Main St. Ste. 108 Williamsville NY 14221
 Address
716-832-3300 716-832-3399 10991208432
 Office Phone/Fax Brokerage Lic. #
716-341-7760 jaimeshaciendas@gmail.com
 Other Phone E-mail

20. **OTHER TERMS.** (If blank, this paragraph is not applicable.) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph shall control.

CAUTION: Any Property Condition Disclosure Statement provided by Seller must be delivered to Purchaser and a copy attached to this Contract before Purchaser signs this Contract.

+Michael W Fisher 8-6-2025
 Seller Date
Diocese of Buffalo

Joaquin Carbonara 07/17/2025
 Purchaser Date
Joaquin Carbonara

Seller Date

Purchaser Date

Seller Date

Purchaser Date

Seller Date

Purchaser Date

Signature of authorized agent of Escrow Agent Date
 Name of authorized agent: Howard Hanna of WNY

Deposit received: ☐ Yes ☐ No
 [Must be signed even if Deposit has not been received.]

SELLER'S ATTORNEY

Firm Attorney
 Address
 Telephone Fax
 E-mail address

21B Bristol Drive

PURCHASER'S ATTORNEY

Melissa Tocha
 Firm Attorney
 Address
 Telephone Fax
MTocha@TochaLaw.com
 E-mail address

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CONDOMINIUM / HOMEOWNERS' ASSOCIATION RIDER (CHAR) (Rev. 03/15/18)
Prior versions are obsolete.

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CONDOMINIUM / HOMEOWNERS' ASSOCIATION RIDER



RIDER No. _____ TO CONTRACT dated: _____ ("Contract")
between Diocese of Buffalo

and _____ ("Seller")

("Purchaser")
regarding: 21 Bristol Drive B Amherst NY 14228 ("Property").

CAUTION:

- The Property is subject to one or more Declarations (as defined in Paragraph CHAR3) which contain restrictive covenants governing the use and occupancy of the Property. The use of the Property is also subject to any rules and regulations as are established from time to time by the governing board of the Condominium or Homeowners' Association.
- Owners of Condominium Units and of properties with an interest in a Homeowners' Association are obligated to pay Regular Assessments (as defined and set forth in CHAR2(B)(1)) and Special Assessments (as defined in CHAR6 and set forth in CHAR2(B)(2)) for the maintenance and replacement of property owned by the Condominium or Homeowners' Association. The Regular Assessments and Special Assessments are subject to change by the governing board of the Condominium or Homeowners' Association. The failure to pay Regular Assessments or Special Assessments could result in a lien being placed against the Property.
- Purchaser is advised to carefully read the Organization Documents (as defined in Paragraph CHAR3(A)) in order to make an informed decision about purchasing the Property.
- The coverage provided under the insurance policy issued to the Condominium or Homeowners' Association ("Master Insurance Policy") may not cover a loss to Purchaser due to personal injury, property damage or other casualty within the Property. Purchaser should review the Organization Documents and the Master Insurance Policy with Purchaser's insurance consultant in order to determine whether additional insurance coverage should be obtained. Special consideration should be given to interior and exterior alterations or improvements (for example: wallpaper, carpeting, lighting fixtures, cabinetry, built-ins).

The Parties agree that the following additions and/or modifications are hereby made to the Contract:

CHAR1. PROPERTY. Paragraph 3(B) of this Contract is amended to add the following (*choose and complete all that apply*):

- ☒ (A) **Condominium.** Residential condominium unit number B and, if any, garage unit number NA, including an appurtenant interest in the common elements in the Chapelle Villas Condominiums Condominium ("Condominium"). The residential unit, garage unit and appurtenant interest(s) are collectively referred to as the "Condominium Unit".
- ☒ (B) **Homeowners' Association.** An automatic membership interest in the homeowners' association commonly known as Charter Oaks HOA Association ("Homeowners' Association").
- ☒ (C) **Exclusive Right to Use.** Exclusive right to use: ☐ _____ garage parking space(s); ☒ _____ outdoor parking space(s); ☒ basement storage area number 21 B; ☒ central mailbox number 21 B.

CHAR2. FIXTURES, PROPERTY RIGHTS AND SELLER'S DISCLOSURES AND REPRESENTATIONS.

- (A) **Excluded Obligations and Disclosures.** The items set forth in Paragraph 3(D) and (E) and Seller's disclosures set forth in Paragraph 6(A) shall not include either any part of the common elements of the Condominium (except the undivided percentage interest in the common elements appurtenant to the Condominium Unit) or any items which are owned by the Homeowners' Association. The obligations of Seller

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[Property Address]
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under Paragraph 5(A) and 5(D) shall **not** include those items which are the responsibility of the Condominium or Homeowners' Association.

(B) Seller's Representations. Seller represents that:

- (1) The Condominium and/or Homeowners' Association regular periodic common charges and/or maintenance assessments for the Property as of the Contract Date are: \$ 368.00 per ☒ month ☐ quarter ☐ year ("Regular Assessments").
- (2) The Property is subject to Special Assessments (as defined in Paragraph CHAR6), the payment of which:
 - (a) was due within the 12 months prior to the Contract Date ☐ Yes ☐ No
 If "Yes", complete the following:

Date approved: _____
 Due date: _____ Amount: \$ _____
 Due date: _____ Amount: \$ _____
 Due date: _____ Amount: \$ _____

- (b) will be due after the Contract Date ☐ Yes ☐ No
 If "Yes", complete the following:

Date approved: _____
 Due date: _____ Amount: \$ _____
 Due date: _____ Amount: \$ _____
 Due date: _____ Amount: \$ _____

CHAR3. TITLE DOCUMENTS.

- (A) **Declaration, By-Laws and Rules.** If not provided already, Seller shall, within 10 days after the Effective Date, provide Purchaser with copies of documents relating to the Condominium and/or Homeowners' Association, as follows: (i) the recorded declaration(s) creating the Condominium and/or Homeowners' Association ("Declaration"); (ii) all amendments to the Declaration; (iii) the current by-laws, rules, regulations and the most recent annual financial statement certified by the Board of Directors or Board of Managers of the Condominium and/or Homeowners' Association ("Board") or its authorized managing agent ("Managing Agent"); and (iv) a certification from, as applicable, the Board or Managing Agent stating whether there are any special assessments presently under consideration and/or any lawsuits pending against the Condominium and/or Homeowners' Association (collectively, the "Organization Documents"). If the Organization Documents are not acceptable, Purchaser shall have until the later of (aa) 5 Business Days from the date of receipt of the Organization Documents, or (bb) the end of the Approval Period, to cancel this Contract.

(B) Condominium Unit. If the Property is a Condominium Unit, the following shall apply:

- (1) **Title Insurance.** In lieu of Paragraph ATC2(A) and, if the Property does not include land, in lieu of Paragraph ATC2(C):
 - (a) **Order and Delivery.** Within 5 Business Days after the later of (i) the Effective Date, (ii) the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency and Sale Contingency, if applicable, Seller shall order a commitment for an Owner's Policy and any Loan Policy required by Purchaser's lender(s). The Loan Policy and Owner's Policy shall insure that the Condominium has been validly created and is still in existence pursuant to Article 9B of the Real Property Law and may contain exceptions for the Organization Documents provided they have not been violated. Seller shall deliver the commitment for the Owner's Policy and Loan Policy(ies), if applicable, to Purchaser's attorney not less than 15 Business Days before the Contract Closing Date. The provisions of this paragraph shall apply to the extent they are inconsistent with Paragraph ATC5(C).
 - (b) **Premiums.** In addition to the provisions of Paragraph ATC5(D), Seller shall pay the premium for a condominium endorsement to the Owner's Policy and Purchaser shall pay the premium for a condominium endorsement to the Loan Policy, if applicable.
- (2) **Survey.** If the Property includes land, the provisions of Paragraphs ATC2(B) and (C) shall apply. If the Property does not include land, in lieu of Paragraphs ATC2(B) and ATC2(C), Seller shall deliver to Purchaser's attorney not less than 15 days before the Contract Closing Date: (a) a copy of the survey map of the Condominium on file or recorded with and certified by the County Clerk which shows the completed improvements and an affidavit, made by someone with knowledge, that there has been no material change in the state of facts as shown on said survey map, or (b) a copy of the survey map made by a professional who is licensed or otherwise authorized under the New York Education Law to practice land surveying

 Seller Initials

21 Bristol Drive

B Amherst NY 14228
 [Property Address]
 Page 2 of 3

 Purchaser Initials

Instantnet-CPAS

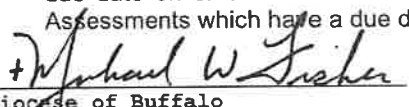
showing the property comprising the Condominium and the location of all buildings, improvements and other structures, and if the survey map is dated more than one year prior to the Contract Date, an affidavit, made by someone with knowledge, that there has been no material change in the state of facts as shown on said survey map, or (c) a survey map of the Condominium meeting the criteria of Paragraph ATC2(B).

- (C) **Title to Homeowners' Association Common Areas.** If the Property includes an interest in the Homeowners' Association, in addition to the requirements under Paragraph ATC2, Seller shall, at Seller's expense, within the time period provided in Paragraph ATC2(C) provide one of the following: (i) a tax and title search meeting the criteria of Paragraph ATC2(A) covering title to the common areas designed to afford vehicular and pedestrian ingress and egress between the Property and a municipal road right of way ("Access Roads"), or (ii) a copy of the existing owners' title insurance policy or policies insuring the title of the Homeowners' Association to the Access Road(s), together with a tax and title search meeting the criteria of Paragraph ATC2(A) covering title to the Access Roads from the date of such policy or policies to a date subsequent to the Contract Date, or (iii) an owner's title insurance policy in the maximum amount available at the minimum premium dated as of Closing insuring the title of the Homeowners' Association to the Access Roads. Title Defects shall include any defect in the Homeowners' Association's title to the Access Roads. Any tax and title search required under this paragraph shall be continued to the date of Closing at Seller's expense.
- (D) **Certification from the Board or Managing Agent.** Not less than 7 days before the Contract Closing Date, Seller shall provide to Purchaser a certification from, as applicable, the Board or Managing Agent and/or architectural committee of the Condominium and/or Homeowners' Association ("Architectural Committee") stating:
- (1) There are no changes in the Organization Documents nor are any such changes under present consideration, or if there are changes under consideration, the nature of the changes.
 - (2) The Property is in compliance with the Organization Documents and any applicable rules of the Architectural Committee.
 - (3) All Regular Assessments and Special Assessments with respect to the Property have been paid through the end of the month of Closing and the current amount(s) of the assessments.
 - (4) The amount of any Special Assessments which have not yet been billed.

CHAR4. PROPERTY SUBJECT TO ORGANIZATION DOCUMENTS. Paragraph ATC5(A) is modified by adding the following: "If the Property is a Condominium Unit or if the Property includes an interest in the Homeowners' Association, it is subject to the Organization Documents." The restrictions contained in the Organization Documents may include restrictions affecting pets, rentals and commercial/recreational vehicles.

CHAR5. FORM OF CONDOMINIUM DEED. If the Property is a Condominium Unit, the form of deed required pursuant to Paragraph ATC6 of this Contract shall comply with the requirements of Section 339-o of the Real Property Law and may be a bargain and sale deed with lien covenant and covenant against grantor's acts.

CHAR6. ADDITIONAL ADJUSTMENTS AT CLOSING. Paragraph 15(A) is modified by adding adjustments as follows: (i) non-delinquent Regular Assessments, and (ii) non-delinquent special assessments approved by the Board prior to the date of Closing ("Special Assessments"). For the purpose of adjusting Special Assessments pursuant to Paragraph 15(A), instead of a fiscal year, the adjustment shall be based on a fiscal period commencing on the date a Special Assessment was approved and ending on the date the final installment of the Special Assessment is due. All installments of Special Assessments due or payable during a fiscal period shall be adjusted and shall be treated as if due on the first day of the fiscal period. There shall be no adjustment or credit to Seller for any funds held as reserves for any purpose by the Condominium or Homeowners' Association. Subject to adjustment of Special Assessments as provided in this paragraph, Seller shall pay all installments of Special Assessments which have a due date on or before the date of Closing and Purchaser shall be responsible for all installments of Special Assessments which have a due date after the date of Closing.

	<u>8-6-2025</u>	<u>Joaquin Carbonara</u>	<u>07/17/2025</u>
Seller <u>Diocese of Buffalo</u>	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date

21 Bristol Drive B Amherst NY 14228

[Property Address]


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Instantnotary

In Witness Whereof the parties have executed this Counteroffer as of the day and year first written above.

SELLER:

THE DIOCESE OF BUFFALO, N.Y.


By: Michael W. Fisher, Bishop

PURCHASER:

  07/29/25
Joaquin Carbonara

ESCROW AGENT

BOND, SCHOENECK & KING, PLLC

Signature

Name

Title

Notice Recipients

District/Off: 0209-1
Case: 1-20-10322-CLB

User: admin
Form ID: pdforder

Date Created: 9/3/2025
Total: 7

Recipients of Notice of Electronic Filing:

ust	Joseph W. Allen	USTPRegion02.bu.ecf@usdoj.gov
aty	Charles J. Sullivan	csullivan@bsk.com
aty	Ilan D Scharf	ischarf@pszjlaw.com
aty	Paul Wesley Kucinski, Jr	pkucinskijr@phillipslytle.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	The Diocese of Buffalo, N.Y.	795 Main Street	Buffalo, NY 14203
pr	Charles Mendolera	c/o The Diocese of Buffalo, N.Y.	795 Main Street Buffalo, NY 14203

TOTAL: 2

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

In Re:

The Diocese of Buffalo, N.Y.

Debtor(s)

Case No.: 1-20-10322-CLB

Chapter: 11

Tax ID: 16-0743984

NOTICE OF ENTRY

PLEASE TAKE NOTICE of the entry of the Order referenced below, duly entered in the within action in the Clerk's Office of the United States Bankruptcy Court, Western District of New York on **September 3, 2025**. The Clerk of Court of the United States Bankruptcy Court, Western District of New York, hereby certifies that a copy of the subject Order was sent to all parties in interest herein as required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Docket #4123: Order Pursuant To Sections 105 And 363 Of The Bankruptcy Code (A) Approving The Sale Of Certain Real Property At 21 Bristol Drive, Amherst, New York, Free And Clear Of Liens, Claims, Obligations, Interests And Encumbrances; (B) Authorizing The Diocese To Consummate The Transactions Related Thereto; And (C) Granting Related Relief (RE: related doc(s) 3935 Motion for Sale of Property). Signed on 9/3/2025. NOTICE OF ENTRY. (Bessinger, M.)

Date: September 3, 2025

Lisa Bertino Beaser
Clerk of Court

Form ntcentry/Doc 4123

www.nywb.uscourts.gov

Notice Recipients

District/Off: 0209-1
Case: 1-20-10322-CLB

User: admin
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ust	Joseph W. Allen	USTPRegion02.bu.ecf@usdoj.gov
aty	Charles J. Sullivan	csullivan@bsk.com
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aty	Paul Wesley Kucinski, Jr	pkucinskijr@phillipslytle.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 5

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TOTAL: 2