

No. 3:04 cv 00097 (AWT)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MARC J. GLASS

Appellant,

v.

JOHN J. O'NEIL, JR., TRUSTEE, *et al.*

Appellees.

ON APPEAL FROM FINAL ORDERS OF
THE U. S. BANKRUPTCY COURT FOR THE DISTRICT OF CONNECTICUT,
(HON. ROBERT L. KRECHEVSKY, U.S.B.J.), in

In Re Greater Hartford Architecture Conservancy, Inc.,
Chapter 7 Case No. 00-21425-RLK

BRIEF of the APPELLEES
NEVETS, INC. and STEVEN C. BRIGHAM

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Counter-Statement of Basis of Appellate Jurisdiction

As a preliminary matter, the appellees Nevets, Inc. and Steven C. Brigham assert that the notice of appeal filed in this matter by the appellant Mark J. Glass was untimely, and that pursuant to well-settled law timely filing of a notice of appeal is a jurisdictional prerequisite to District Court review of orders entered by a Bankruptcy Court. By means of a separate motion now fully briefed and pending before this Court, the appellees contend that this appeal must be dismissed for lack of subject matter jurisdiction. If, and only if, the appellant overcomes this threshold jurisdictional hurdle will the merits of this appeal be properly before this Court.

In this appeal, the appellant Marc J. Glass challenges orders of the United States Bankruptcy Court for the District of Connecticut, Robert L. Krechevsky, U.S.B.J., in the chapter 7 bankruptcy case of *In re: Greater Hartford Architecture Conservancy Inc.*, Case No. 00-21425-RLK, (i) approving, pursuant to 11 U. S. C. § 363(b), a bankruptcy trustee's sale, subject to existing liens and encumbrances, of certain real property located at 140-144 Retreat Avenue, Hartford Connecticut to Nevets, Inc., and (ii) denying, after a full evidentiary hearing, Glass' motion for reconsideration of said approval. (These orders are reproduced at Addendum A hereto.)

The matter is a "core" bankruptcy matter. Appellate jurisdiction is based upon 28 U.S.C. §§ 1334 and 158(a), which confer jurisdiction upon the District Court to review final orders of the Bankruptcy Court.

Counter-Statement of Issues on Appeal and Standard of Review

Issues Presented

1. Can this Court properly exercise appellate jurisdiction over this matter when the Appellant failed to file a timely notice of appeal, and therefore failed to satisfy a jurisdictional prerequisite to appellate review?¹

2. Does Appellant, a non-recourse secured creditor whose lien remains fully intact, who did not bid for the subject property, and who has no right to participate in distributions from the Greater Hartford Architectural Conservancy's Chapter 7 estate, have standing to prosecute this appeal?

3. Did the Bankruptcy Court properly approve a bankruptcy Trustee's sale of real property to Nevets, Inc. under 11 U.S.C. § 363(b) when Nevets' offer constituted, in the reasoned judgment of the Trustee and the Bankruptcy Court, the highest and best offer for the Property?

4. Is this appeal rendered statutorily moot by operation of 11 U.S.C. § 363(m), since the Bankruptcy Court found that Nevets was a good faith purchaser and the sale was fully consummated?

5. Did the Bankruptcy Court properly deny Appellant's motion for reconsideration where Appellant cited no controlling law or other factors overlooked by the Bankruptcy Court in rendering its decision?

¹ This threshold issue, addressing the Court's subject matter jurisdiction, is the subject of a separate motion to dismiss filed by appellees Nevets, Inc. and Steven C. Brigham. See, *Appellees' Motion to Dismiss Bankruptcy Appeal for Lack of Subject Matter Jurisdiction*, filed April 27, 2004, with accompanying memorandum; *Appellant's Opposition to Motion to Dismiss*, filed (untimely) May 24, 2004, and *Appellees' Reply Memorandum*, filed May 27, 2004. The motion is fully briefed and awaits disposition by this Court. The merits are therefore not addressed herein.

Standard of Review

Legal conclusions of a Bankruptcy Court are subject to *de novo* consideration by a reviewing District Court. Factual findings of a Bankruptcy Court in a core matter (which this matter is pursuant to 28 U.S.C. § 157(b)(2)(N)) are subject to review pursuant to a “clearly erroneous” standard.

Counter-Statement of the Case

1. Nature of the Case

This is a bankruptcy appeal. Marc J. Glass (“Glass” or “Appellant”) holds a mortgage lien on certain real property located at 140-144 Retreat Avenue, Hartford, CT (the “Property”). Appellee Nevets’ Appendix (“N. App.”) at 3. Glass’ lien on the Property was expressly non-recourse to the owner, the Chapter 7 debtor Greater Hartford Architectural Conservancy, Inc. (“GHAC” or “Debtor”), such that Glass has no claim against any other assets of the Debtor. N. App. at 16-17, 27-28. The Property was sold to Nevets, Inc. (“Nevets”), subject to all existing liens and encumbrances, including that of Glass, at a bankruptcy trustee’s sale conducted pursuant to 11 U.S.C. § 363(b) and as to which the Bankruptcy Court expressly found that Nevets was a good faith purchaser. N. App. at 3-8; N. App. at 58. Glass failed to bid at the sale and further failed to obtain a stay of the sale, and all consideration for the sale has since been paid. N. App. at 6. The sale of the Property to Nevets, which has been fully consummated, remains fully subject to Glass’ lien. N. App. at 3, 15-17.

By means of this (untimely filed) appeal,² Glass seeks to overturn the Bankruptcy Court's order approving the sale, as well as the Bankruptcy Court's order denying Glass' motion for reconsideration.

2. Course of Proceedings

On or about January 30, 2003, Mr. John O'Neil, GHAC's bankruptcy trustee, noticed his intention to sell the Property to Hartford Hospital, subject to any higher and better offers he might receive. N. App. at 4-5, 29-30. After Trustee's receipt of timely objections and at least one counter-offer, April 22, 2003 was ultimately set by the Bankruptcy Court as the time for hearing on the GHAC's Trustee's notice of intent to sell. N. App. 4-5, 38-41. At that time, the Trustee reported to the Court that an offer received from Nevets, Inc. to purchase the property for a price of \$20,000 in cash, and subject to all existing liens, was, in his judgment, the highest and best offer for the Property. N. App. at 5-7; N. App. at 51-53.

3. Disposition Below

After affording all parties, including Glass, who had expressed an interest in the disposition of the Property an opportunity to be heard, Judge Krechevsky approved the sale to Nevets, Inc., expressly finding that Nevets was a good faith purchaser. N. App. at 6-7, 58. A written order to that effect was entered on May 1, 2003. See, Addendum A hereto.

On May 6, 2003, Glass filed a motion to reconsider and revoke the sale. Glass also sought entry of a stay. N. App. at 7. On July 24, 2003, the Bankruptcy Court denied the motion for stay. N. App. at 8. On August 5 and August 11, 2003, the Bankruptcy Court took evidence (consisting of witness testimony from and documentary evidence) in connection with

² See, e.g. N. App. 46 (entries 126, 127, and 130) and N. App. 68-70.

the motion for reconsideration. N. App. at 8-10; hearing transcripts reproduced at Appellant's "Record for Appeal," Tabs 48 and 49. After giving the parties a full opportunity to submit post-hearing briefs, the Bankruptcy Court entered an order on December 18, 2004 denying the motion for reconsideration and to revoke the sale. See, Addendum A hereto.

4. Statement of Facts

Interested Parties. GHAC is the debtor in a case under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code"). N. App. at 3. GHAC is the former owner of the fee interest in certain improved real property located at 140-144 Retreat Avenue, Hartford, CT (the "Property"), having acquired it from Marc J. Glass ("Glass" or "Appellant") in 1994.

Id.; Transcript of 8/11/03 Hearing ("8/11/03 Tr."), at p. 6 (testimony of Marc Glass).

Attorney John O'Neil is GHAC's duly appointed Chapter 7 trustee. N. App. at 3. The City of Hartford (the "City"), Dr. Steven Brigham ("Brigham"), Attorney Glass, and the State of Connecticut Department of Labor ("DOL") assert liens against the Property. *Id.* Nevets, Inc. ("Nevets") purchased the Property from Trustee O'Neil, subject to existing liens and encumbrances, and has paid over \$6,500 in recording costs associated with the transfer of the Property. *Id.*

The Subject Property. Located in the vicinity of Hartford Hospital (the "Hospital"), the Property is a commercial building suitable for use as a medical office building, subject to certain historic landmark restrictions. *Id.* For some time the Property has produced no significant income. *Id.* The obligations of ownership were an ongoing burden upon and risk

to GHAC's estate: substantial real estate taxes and other expenses continued to accrue, and Trustee had neither casualty nor liability insurance in place for the Property.³ *Id.*

The Property was, and remains, encumbered by numerous liens exceeding the apparent value of the Property.⁴ *Id.* The liens arose variously on account of: (i) unpaid taxes on Hartford's Grand List for the years 1993-present, and other unpaid municipal charges, owed to the City; (ii) an unpaid mortgage debt owed to Glass; and (iii) unpaid unemployment compensation tax owed to DOL. N. App. at 3-4. The greater part of the encumbrances is attributable to the City's tax liens, which are prior in right to the liens of Glass and DOL. N. App. at 4. The City's liens for each of the tax years 1993-1998 were assigned to Brigham pursuant to Conn. Gen. Stat. Sec. 12-195b. N. App. at 4.

The Desirability of Disposing of the Property. Trustee was thus confronted by a situation where the Property was of questionable value to the GHAC estate. *Id.* Moreover, the situation was unlikely to improve with the passage of time and corresponding increase in the encumbrances on the Property. *Id.* Further, Trustee was also caught amidst ongoing inter-creditor disputes between Glass and Brigham that complicated efforts to dispose of the Property. *Id.* Although there was disagreement as to the mode of disposition, some form of disposition of the Property was nevertheless desired by all parties concerned. *Id.*

Toward that end, several alternatives designed to effect a disposition of the Property were initiated by the Trustee. *Id.* Trustee noticed a proposed abandonment of the Property as

³ Such insurance was apparently difficult or impossible to place economically under the circumstances involved here.

⁴ See, e.g., Transcript of 4/22/03 Hearing ("4/22/03 Tr.," also located at Appellant's Record for Appeal, Tab 46), at p. 6 (statement of Trustee O'Neil, re liens in excess of \$400,000); 8/11/03 Tr., (located at Appellant's Record for Appeal, Tab 49) at page 38-39 (testimony of broker Robert Hiler, re lack of equity); 8/11/03 Tr., at page 49 (testimony of Trustee O'Neil, re liens in excess of \$400,000).

being in excess of realizable value (N. App. at 38--Bankruptcy Court Docket ID No. 68); to which Glass objected (N. App. 38--Document ID No. 69). Trustee also noticed a proposed sale of the Property to the Hospital for \$275,000, subject to higher and better offers (N. App. at 29-30, and N. App 38--Docket ID No. 71), to which Brigham timely objected (N. App. at 39--Docket ID No. 80) and submitted a counter-bid (N. App. at 39--Docket ID. No. 81).⁵ Trustee also moved pursuant to Code Sec. 363(f) to sell the Property free and clear of liens (N. App. at 38--Docket ID. No. 73), to which Brigham objected (N. App. at 39--Docket ID. No. 80).⁶ For his part, Brigham moved to compel Trustee to abandon the Property (N. App. at 39--Docket ID. No. 79). Brigham also sought relief from stay to enforce his rights against the Property as a creditor (N. App. at 41--Docket ID No. 92). After a series of continuances, and with one exception⁷, these various matters came before the Court for hearing on April 22, 2003. N. App. at 5, 41-42, 47-67.

The April 22, 2003 Proceedings. On April 22, 2003, the Trustee appeared before the Bankruptcy Court ready to take up the various matters relating to disposition of the Property.

⁵ On January 31, 2003 Trustee noticed, pursuant to 11 U.S.C. Sec. 363(b) and Rule 6004(a), Fed. R. Bankr. P., a proposed sale of the Property to the Hospital for the sum of \$275,000. Pursuant to Trustee's notice, duly served (including upon the Appellant) by the Clerk's Office in accordance with the Bankruptcy Rules, interested parties wishing to object were given until March 3, 2003 to object to the sale, and/or to submit a counter-offer. The notice indicated that objections, if any, would be heard by the Court on March 6, 2003, and that an auction would be conducted in the event competing offers were submitted. The matter was continued on several occasions, but what the notice anticipated is precisely what happened.

⁶ It is highly doubtful that Trustee could have successfully prosecuted his 363(f) motion. Among other things, the liens against the Property far exceeded the value of the Property--as measured, for example, by the Hospital's offer, or by an appraisal in the Trustee's possession--and Trustee lacked the consent of all lien holders and/or a good faith basis to dispute the underlying tax and mortgage liens. In all events Trustee did not in fact have to prosecute the 363(f) motion since the Property was not ultimately sold "free and clear"; thus the 363(f) motion is irrelevant to this appeal.

⁷ Brigham's lift-stay motion was filed on April 22, 2003, and of course could not be docketed for hearing on or before that date.

N. App. at 5, 47-67. Also present were attorneys representing Glass and Brigham, representatives of the Hospital and Nevets, and the real estate broker Robert Hiler. *Id.*

Trustee proposed to proceed with an auction to determine if there were any advances over the \$275,000 offer by the Hospital. N. App. at 5; 47-48. Not surprisingly, Brigham's counsel advocated starting with the objections to a sale free and clear, or with the abandonment, or with the relief from stay. N. App. at 5, 48-50. Glass' counsel preferred the sale/auction route. N. App. at 5. The Court reasoned that it made little sense to take up the 363(f) matter unless and until it was determined, via the auction process, if there was sufficient value to justify such a sale. N. App. at 5, 50. Trustee resolved to go forward with an auction process and report back to the Court. N. App. at 5, 51. The hearing was recessed pending outcome of the bidding. N. App. at 5.

Nevets submitted a written bid, with a bank check for \$20,000, offering to purchase the Property for \$20,000 and subject to the existing encumbrances of over \$450,000.⁸ N. App. at 6. Neither Glass nor the Hospital, despite ample opportunity to do so, stepped forward to 'sweeten the pot.' *Id.* Trustee concluded that the Nevets offer was superior to the Hospital's offer to purchase the Property, free and clear of liens, for \$275,000, determining among other things that the Nevets proposal eliminated the need for further litigation and was otherwise a 'good deal' for unsecured creditors.⁹ N. App. at 6, 51-56. Accordingly, Trustee accepted the

⁸ One fair way of looking at the economic value of the Nevets offer, and a viewpoint expressed by both Trustee and the Court, was that it equaled the amount of the liens plus \$20,000, a figure well in excess of the Hospital's \$275,000 proposal. See, 4/22/03 Tr., at pp. 5-6 (N. App. at 5, 51-52).

⁹ Among other things, Trustee's disposition of the Property to Nevets relieved the estate of the burdens associated with ownership of the Property (*i.e.*, ongoing liability risk, as well as continuing operating expenses, including taxes, utilities, security and insurance), while at the same time deriving some cash for creditors of the estate from a property in which the estate likely had no equity.

See also 8/11/03 Tr., starting at page 49, where Trustee O'Neil explains why he concluded that the Nevets offer was higher and better and otherwise in the best interests of GHAC's estate. He also explains why Glass'

Nevets offer, and sought Court authorization to proceed with the Sec. 363(b) sale to Nevets.¹⁰

N. App. at 6.

Glass' counsel objected, complaining nebulously that the proposed sale to Nevets "does not represent the best recovery for the estate" and that it was "not advertised to be offered in this way." N. App. at 6, 54. Glass' counsel also requested that the sale be readvertised.

N. App. at 6, 57. The Bankruptcy Court overruled these objections, after giving Glass' counsel the opportunity to make any and all objections he cared to advance. N. App. at 6-7, 57.¹¹

Nevets, supported by the Trustee, and without objection from Glass, requested a finding that it had purchased the Property in good faith. N. App. at 7, 57-58. The Court expressly so found. N. App. at 7, 58. The Court instructed the parties to submit an appropriate order. N. App. at 7, 65.

The Order Approving the Sale. On May 1, 2003 the Bankruptcy Court entered a written order authorizing Trustee's sale to Nevets, subject to existing liens and encumbrances.

See Addendum A hereto. The Court found, among other things, that:

... in accordance with 11 U.S.C. § 363(m), that Nevets, Inc., through its agents at all relevant times acted in good faith with respect to its offer to purchase the Property.

Court's Order on Objection to Sale of Estate Property Located at 140-144 Retreat Avenue, Hartford CT, entered May 1, 2003, at p. 2.

somewhat vague offer to subordinate, to the extent of \$20,000, his junior lien to the estate upon a sale free and clear of liens was less appealing.

¹⁰ The various other motions pertaining to the Property and pending on the 22nd would become moot and would be marked off upon authorization of the 363(b) sale to Nevets.

¹¹ The Court advised Glass' counsel, Attorney Dambrov, that it was inclined to rule in the Trustee's favor, "unless you have something further to add," whereupon Attorney Dambrov added further argument. 4/22/03 Tr., at p 11, ll.1-2 and following. At the hearing held on August 11, 2003, Dambrov claimed to have been 'cut off' in his arguments (8/11/03 Tr., at p. 93), a point the Bankruptcy Court, correctly it turns out, questioned (8/11/03 Tr., at p. 94).

Glass Seeks Reconsideration of the Court's Authorization of the Sale. On May 6, 2003 Glass filed a motion to reconsider and revoke the sale. N. App. at 7. The motion did not even purport, as required by Local District Rule 7(c), to identify controlling precedent or other matters allegedly overlooked by the Bankruptcy Court in rendering its decision. *Id.* Rather, Glass stated merely:

As grounds for this request, the Movant states that the sale was conducted under conditions that did not give the interested parties an opportunity to respond to the written bid and that the bid was not in the best interest of the estate, all as more fully set forth below.

Motion for Reconsideration, at ¶ 22, p. 4.

This is in substance what Glass had complained about, unsuccessfully, at the April 22, 2003 hearing. N. App. at 8. The reconsideration motion was therefore nothing but a rehash of what had gone before: there was not so much as an intimation that the Bankruptcy Court had overlooked controlling precedent, or any other matters, in rendering its decision. *Id.*

The Deed is Recorded after Glass Fails to Obtain a Stay. Glass also sought a stay of the sale. *Id.* On July 24, 2003, the Bankruptcy Court denied that request.¹² On August 5, 2003, Nevets recorded among the land records of the City of Hartford a deed of conveyance

¹² Glass argued that he had an informal understanding with the Trustee that the deed would not be delivered for recordation and recorded while this matter was being reconsidered. Trustee explained that that was not so, and that he never agreed to an open-ended, informal stay that would result in the estate continuing to bear the risks of record ownership of an uninsured property. The Court was apprised that there was an ongoing, unresolved discussion between Nevets and the Trustee as to which party would pay the substantial conveyance fees, and that the deed was not likely to be recorded immediately; however, the Court was also apprised that the parties reserved the right to record the deed at any time. See, 7/24/03 Tr. (transcript located at Tab 47 of Appellant's "Record for Appeal"). The Court expressed the sentiment that Glass probably did not need the stay, but that in any event no stay would be ordered. 7/24/03 Tr., at 9-10. The issue of whether or not Glass could have put up, pursuant to Rule 8005 Fed. R. Bankr. P, a sufficient bond pending appeal was therefore not reached.

In all events, at the evidentiary hearings on this matter held on August 5 and 11, Glass could offer no competent evidence of any binding, open-ended agreement with the Trustee (or anyone else) not to deliver or record the deed.

from the Trustee. See, Appellant's Record for Appeal, Tab 44. In so doing, Nevets advanced an additional \$6,500 in required recording fees. N. App. at 8. On the same day, Glass recorded his "Affidavit and Notice of Bankruptcy Proceedings", essentially advising of his pending motion to reconsider. N. App. at 19-21.¹³

The Evidentiary Hearings on Reconsideration. At hearings conducted on August 5 and 11, 2003 (transcripts located at Tabs 48 and 49 of Appellants' "Record for Appeal"), the Bankruptcy Court took evidence (consisting of witness testimony from Marc J. Glass, Robert Hiler, and Trustee O'Neil, and receipt of certain documents) in connection with Glass' motion for reconsideration and to revoke the sale. N. App. at 8-10.

Glass provided a history of his involvement with the Property and certain matters in the case that predated the challenged sale, as well as certain personal grievances he had with Brigham. N. App. at 9. He could offer no proper basis upon which to justify reconsideration or revocation of the sale.

Mr. Hiler, a real estate broker appearing voluntarily (*i.e.*, he was not subpoenaed), did little more than: (i) suggest that Trustee might have been able, at some unspecified price, to obtain property damage (but not liability) insurance coverage for the Property; (ii) confirm that there was no equity in the Property at the price levels reasonably under consideration in this case; and (iii) confirm that he was hoping to receive a 10% brokerage commission from any sale to the Hospital. N. App. at 9. Nothing Mr. Hiler said would justify reconsideration or revoking this sale.

¹³ That recording was a classic "cloud on title," plainly calculated to interfere with Nevets' ability to finance or alienate the Property.

Trustee O'Neil forthrightly explained his efforts to dispose of the Property and his rationale for preferring the Nevets offer. N. App. at 10. He also confirmed that that Property was "underwater" in terms of lacking equity, that he had no open-ended agreement not to deliver or record a deed for the Property, that the proposed deal with the Hospital was predicated on a "free and clear" transfer, and that he had acted to secure the maximum amount of recovery for unsecured creditors with the minimum amount of expense and litigation. N. App. at 9. His testimony provided no basis for reconsideration or revocation of the sale.

Tellingly, Glass' attorney could only argue that "our basic position is that the Trustee advertised one sale and conducted a different sale" and that the approved sale was "not the highest and best." N. App. at 10; 8/11/03 Tr., at p. 90. Aside from being dead wrong as a matter of substance, these arguments were precisely the same arguments raised unsuccessfully at the April 22, 2003 hearing, to wit: that the sale "does not represent the best recovery for the estate" and that it was "not advertised to be offered in this way." N. App. at 54.

At the close of evidence on August 11, the Court directed Glass' counsel to order transcripts of the underlying hearings. N. App. at 10. The parties were directed to submit their initial post-hearing briefs within 30 days of the Court's receipt of the transcripts, and their reply briefs, if any, within 14 days thereafter. *Id.* The Court's docket reflects that transcripts of the April 22, July 24, August 5, and August 11, 2003 proceedings were ordered by Attorney Dambrov on September 5, 2003.¹⁴ N. App. at 44. They were delivered to the Court on November 6, 2003. N. App. at 45. Accordingly, the initial briefs were due on

¹⁴ Curiously, counsel did not extend other interested parties the courtesy of advising them that the transcripts had been ordered, or that they had been received. Nor did counsel offer to share copies of the transcripts. Only persistent review of the docket enabled other counsel to stay abreast of developments with respect to these matters.

December 8, 2003. Nevets timely filed a brief. Glass submitted nothing. On December 18, 2004, this Court entered its order denying the motion for reconsideration. See Addendum A hereto.

On January 8, 2004, considerably beyond the ten day period during which to timely file a notice of appeal under the Federal Rules of Bankruptcy Procedure, Appellant filed his notice of appeal with respect to the order approving the sale and the denial of the motion to reconsider. See Bankruptcy Docket ID No. 130, N. App. at 46. At no point did Appellant seek an enlargement of time to file his notice of appeal or otherwise seek to excuse his untimely notice. See, N. App. at 45-46. On April 27, 2004, Nevets and Brigham moved, based on the untimely notice of appeal, to dismiss the appeal for lack of subject matter jurisdiction. On May 24, 2004--several days beyond the established deadline--Appellant filed his response to the motion to dismiss. On May 26, 2004, Nevets and Brigham filed their reply brief. On or about May 18, Appellant filed his opening brief on the merits of his appeal.

Summary of the Argument

Before this Court is Glass' appeal of (i) a Bankruptcy Court's order, issued pursuant to 11 U.S.C. Sec. 363(b), authorizing Trustee's sale of Debtor's real property to Nevets; and (ii) the Bankruptcy Court's order denying reconsideration of that order. The challenged sale, now fully consummated, was made expressly subject to existing liens and encumbrances, including Glass' mortgage lien. Glass' appeal must fail for several separate and legally independent reasons.

First, the Property was sold fully subject to Glass' non-recourse mortgage, such that Glass' rights against the Property remain wholly unaffected. Beyond that, as a non-recourse creditor Glass has no right to any distribution from GHAC's Chapter 7 estate, and therefore no

standing as an unsecured creditor. As a result, Glass has no pecuniary stake in the outcome of this dispute. His appeal must therefore fail for lack of standing.

Second, Trustee's decision to accept Nevets' offer to purchase the Property, subject to existing liens, for \$20,000 in cash was on its merits eminently reasonable. The sale created concrete value for GHAC's estate and eliminated a number of significant burdens, uncertainties and risks. The Trustee had tried, unsuccessfully, to otherwise dispose of the Property, and existing liens on the Property far outstripped the value of the Property and any bids ever made for it. Moreover, the Trustee's original notice of intent to sell the Property was made expressly subject to higher and better offers, and gave interested parties ample notice and the opportunity to object or submit counter-proposals. Accordingly, no plausible substantive basis exists to upset the approved sale.

Third, the Bankruptcy Court expressly found--with Glass' counsel present and expressing no objection (and thereby waiving whatever objection he may have had)--that Nevets, which tendered cash and otherwise fully performed as promised, was a good faith purchaser. Not so much as a suggestion of fraud, collusion, or other "bad faith" was ever advanced, despite ample opportunity—including two Court-side hearings and two additional days of evidentiary hearings—for Glass to do so. Glass obtained no stay of the sale, and the sale was fully consummated. Accordingly, Glass's appeal is statutorily moot pursuant to 11 U.S.C. Sec. 363(m).

Finally, in his unsuccessful motion to reconsider, Glass merely rehashed arguments previously made to, and rejected by, the Bankruptcy Court. Glass cited no controlling

authority or any other matters overlooked by the Bankruptcy Court in rendering its decision.

As a result, Glass failed to satisfy the strict legal standard required to support reconsideration.

Legal Argument

- I. THE RIGHTS OF APPELLANT, A NON-RECOURSE SECURED CREDITOR, WERE WHOLLY UNAFFECTED BY THE CHALLENGED SALE. THE SECURITY PROPERTY TRANSFERRED AS A RESULT OF THE SALE REMAINED FULLY SUBJECT TO APPELLANT'S LIEN, AND APPELLANT HAD NO OTHER RIGHTS ASSERTABLE AGAINST THE ESTATE. ACCORDINGLY, THIS APPELLANT HAS NO STANDING.

A party seeking relief from an order of a bankruptcy court must be "directly and adversely affected pecuniarily" by it. *Kane v. Johns-Manville Corp.*, 843 F.2d 636, 641 (2d Cir. 1988), citing *Cosmopolitan Aviation Corp. v. N.Y. State Dept. of Transportation*, 763 F.2d 507, 513 (2d Cir.), cert. denied 474 U.S. 1032 (1985). The standing requirement imposed in a bankruptcy case is therefore more exacting than the 'case or controversy'-based standing requirement imposed by Article III of the U.S. Constitution (*i.e.*, constitutional 'injury in fact' also encompasses non-financial injuries 'fairly traceable' to conduct complained of). *Kane*, 843 F.2d at 642. It is that way precisely to avoid the unmanageable proliferation of review that would result in bankruptcy cases--which by their nature involve a myriad of parties--should every party indirectly affected by a bankruptcy court order be permitted unfettered access to review. *Id.* In bankruptcy cases, review is available only to a party whose pecuniary interests are directly and adversely affected. *Id.* That is simply not the case here.

Here, prior to the challenged transfer Glass held a junior lien on the Property--specifically a mortgage securing a note in the original principal amount of \$115,000. The sale to Nevets was made subject to all liens and encumbrances, including that of Glass.

Accordingly, even after the sale to Nevets, whatever rights Glass had against the Property remained wholly unaffected.

Glass is undeniably a creditor of GHAC. While a creditor ordinarily has standing to challenge an order disposing of property of an estate, that is only so *because the order affects the creditor's ability to receive payment from the estate*, and a direct pecuniary interest is therefore implicated. *Kane*, at 642, citing *Shaw & Levine v. Gulf & Western Industries, Inc.*, 607 F.2d 258, 262 (2d. Cir. 1979). However, where the order cannot possibly affect the complaining party's ability to receive payment from the estate, there can be no pecuniary interest at stake. See, e.g., *Cosmopolitan Aviation*, 763 F.2d at 513 ('hopelessly insolvent' debtor not permitted to challenge orders affecting estate because estate will go to creditors, and debtor has no interest in what happens to it); *Kane*, 843 F.2d at 642, n. 3; see also *Licensing by Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 388 (2d Cir. 1997)(standard for bankruptcy standing much stricter than "injury in fact").

In this case, the underlying mortgage note from GHAC to Glass was made expressly without recourse to any of GHAC's assets except for the Property.¹⁵ Thus Glass had--and still has--the right to seek foreclosure of his mortgage lien against the Property; however, Glass never had--and still does not have--the right to participate in any distribution from the estate

¹⁵ There was no evidence to the contrary presented at any hearing conducted in this matter. Moreover, Glass filed a proof of claim in this case (see N. App. at 22-28), signed by Attorney Alan Dambrov as attorney in fact and dated September 15, 1900 [sic]. The proof of claim was docketed on September 15, 2000 as Claim No. 7 on the official claims register maintained by the Clerk in this case; it is a matter as to which the Bankruptcy Court could properly take judicial notice pursuant to Rule 201(b), Fed. R. Evid, and Nevets expressly requested that judicial notice be taken. Glass' claim was clearly marked as "secured," and attached to it is the underlying mortgage note from GHAC dated September 16, 1994. At page 2, the note stated plainly that it "shall be without recourse to the maker...." Thus Glass could properly look only to the security property at 140-144 Retreat Ave. as a source of repayment; he expressly bargained away any right to look to GHAC's general estate for repayment. As of this very moment, Glass' rights are no less than they were before the sale was approved by the Bankruptcy Court.

that arises from any source other than the Property. Even if his mortgage turned out to be partially or entirely undersecured, Glass would not hold an unsecured claim (*i.e.*, a deficiency claim) in GHAC's Chapter 7 case, and would not share in any distribution from the estate. Nothing the Bankruptcy Court did, or this Court could do, could change that fact. Glass will not, and cannot, be affected pecuniarily by the outcome of this matter. Glass' lack of bankruptcy standing dooms this appeal.

II. TRUSTEE'S ACCEPTANCE, AND THE COURT'S APPROVAL, OF THE NEVETS OFFER WAS SOUND.

Trustee explained to the Bankruptcy Court his reasons for accepting the Nevets bid, and those reasons were compelling. Among other things, the Nevets bid: (i) provided meaningful cash to the estate in a situation where otherwise little if any equity existed; (ii) eliminated the estate's need to pursue (and the expense of pursuing) additional litigation over allegedly conflicting rights to the Property; (iii) eliminated the risks attendant with a wasting and potentially burdensome asset; and (iv) eliminated the need to pursue a (very likely unsuccessful) motion to sell free and clear of liens. Nothing suggested by Appellant, or anyone else, approached those virtues.

Further, Trustee had noticed on January 31, 2003 his intent to sell the Property to Hartford Hospital for \$275,000, expressly subject to higher and better offers. See, N. App. 29-30. The Hospital's offer, however, required that it obtain the Property free and clear of liens, a factor that, given the magnitude of the liens, seriously diminished the economic value of that offer to the Trustee. Interested parties, including Glass, were given notice and the

opportunity to object and submit counter-bids by March 3, 2003.¹⁶ An objection and a counter bid were in fact submitted. Ultimately, Trustee quite rationally chose to accept the bid from Nevets, Inc., which Trustee properly valued at at least \$485,000 (the sum of all existing liens and encumbrances, plus the \$20,000 in cash consideration to the estate). The Hospital, whose bid required a sale free and clear of the \$450,000-plus in existing liens and encumbrances, pointedly declined to revise its offer despite ample opportunity to do so. In so declining, the Hospital tacitly acknowledged the economic superiority of the Nevets bid.

Under these circumstances, the Trustee was properly within his considerable discretion to seek approval for the sale to Nevets, and the Court was well within its proper discretion to approve the sale. See, e.g., *In re Murphy*, 288 B.R. 1 (D. Me. 2002)(a trustee's business judgment is subject to great judicial deference, and his decision will not be disturbed unless it is shown that the trustee acted in an irrational, arbitrary, or capricious manner, or clearly contrary to reason).

III. THIS APPEAL HAS BEEN RENDERED MOOT BY OPERATION OF SECTION 363(m) OF THE BANKRUPTCY CODE

With respect to any sale of estate property authorized by a bankruptcy court, the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not effect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or nor such entity knew of the pendency of

¹⁶ Glass' attempt to raise a 'due process' argument is misplaced. He plainly had actual notice (see, e.g. N. App. at 29-37) of the Trustee's intent to sell the Property, and that the "stalking horse" offer was subject to higher and better offers. That latter caveat is of course common in bankruptcy proceedings, where a trustee is generally obliged to maximize value to creditors of the estate he represents.

the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. Sec. 363(m) (reproduced at Addendum B hereto).

When an order confirming a sale to a good faith purchaser is entered and a stay of sale is not obtained, the sale becomes final and cannot be reversed on appeal. See, e.g., *Matter of Lloyd*, 37 F.3d 271, 273 (7th Cir. 1994); *In re District 65, United Auto Aerospace and Agr. Implement Workers of America, UAW*, 184 B.R. 196 (S.D.N.Y. 1995); *In re Saco Local Devel. Corp.*, 19 B.R. 119, 121 (1st Cir. B.A.P. 1982); *In re Stein & Day, Inc.*, 113 B.R. 157, 162 (1990). The “statutory mootness” provision of 11 U.S.C. § 363(m) applies with equal force to motions for reconsideration. *In re Pine Coast Enterprises*, 147 B.R. 30, 33 (Bkrcty. N.D. Ill. 1992).

At the April 22, 2003 hearing, the Bankruptcy Court found, *without objection from Glass*, that Nevets had purchased the Property in good faith. 4/22/03 Tr., at p. 12.¹⁷ This finding was not at all surprising, given that the Trustee had originally noticed a sale subject to higher and better offers, that the offer made by Nevets was judged by the Trustee and the Bankruptcy Court to be higher and better, and that the cash consideration for the offer was in fact timely and fully paid.

Licensing by Paolo, Inc. v. Sinatra (In re Gucci), 126 F.3d 380, 389-394 (2d Cir. 1997) considered what constitutes “good faith” in the context of a sale conducted under Section 363 of the Bankruptcy Code. There, disappointed bidders/recourse creditors challenged a sale of assets to a business rival of the debtor. The parties challenging the sale alleged “bad faith” based on the following factors: (a) the purchaser was engaged in world-wide litigation

¹⁷ That finding is also reflected in the Court’s May 1, 2003 Order (reproduced at Addendum A hereto).

challenging the use of the debtor's trademarks, which effectively devalued the trademarks' assets; (b) the purchaser was improperly attempting, by conditioning its bid on acquisition of non-estate assets, to gain control of assets beyond the scope of the bankruptcy estate; (c) the purchaser allegedly colluded with the trustee; and (d) the purchaser was acquiring the assets with the specific intent to destroy their value. 126 F.3d at 391. The Second Circuit found no basis to overturn the bankruptcy court's good faith finding.

Despite the fact that the purchaser may have had motives which included quashing a competitor and leveraging its acquisition beyond assets within the bankruptcy estate, the Court of Appeals refused to view such factors within the purview of Section 363(m) "good faith." The Court also observed that the trustee could readily have concluded that the sale was in the best interests of the estate, as it provided material value and eliminated ongoing litigation. 126 F.3d 391-393. The Second Circuit instructed that "good faith of a purchaser is shown by the integrity of his conduct or in the course of the sale proceedings...a purchaser's good faith is lost by fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." 126 F.3d at 390. The existence of prior litigation is not evidence of "bad faith" for Section 363 purposes. Under the *Gucci* standard, the fact that a party responded to a notice of sale of property under Section 363(b) that was made expressly subject to higher and better offers with an offer that was, in the view of the trustee and the Bankruptcy Court, higher and better, and then tendered and paid the agreed-upon consideration, is no evidence of bad faith.¹⁸

¹⁸ Throughout this proceeding, Glass has failed to appreciate the fact that the Trustee had, as but one of several potential means of disposing of the Property, noticed a sale under Section 363(b) and Rule 6004, subject to higher and better offers. That procedure was neither atypical nor irrational, as it would potentially allow the trustee to go forward with a sale irrespective of whether or not the sale was free and clear of liens.

Glass also argues that while Nevets may well have been acting in good faith at the time it tendered its offer and the cash price, it was not acting in good faith at the time the transaction was recorded. Why? Because, prior to recording of the Trustee's deed, Glass--having lost his bid to obtain a stay from the Court--recorded an "Affidavit and Notice of Bankruptcy Proceedings"¹⁹ on the land records of the City of Hartford stating that Glass asserts a lien against the Property and has moved to reconsider the Bankruptcy Court's adverse ruling. Recording a piece of paper that says, essentially, that Glass continues to contest an adverse ruling is no substitute for the stay that Glass failed to obtain.²⁰ It certainly does not render recording of the trustee's deed infirm or in bad faith.²¹

Moreover Glass, whose counsel was present at the time of the good faith finding, did not object to that finding, and further failed to raise any "bad faith" argument on reconsideration.

Glass apparently fails to grasp that, rather than anyone else's 'bad faith', it was his own unfamiliarity with the Bankruptcy Code and bankruptcy procedures, and perhaps his own failure of imagination, that rendered him flat-footed and unable (more likely, unwilling) to compete for the Property. Yet all is not lost, as Glass remains in precisely the position he was in before the disposition to Nevets; he still holds whatever rights his mortgage interest provides to him.

¹⁹ N. App. at 19-21.

²⁰ It should also be noted that Glass would almost certainly have had to put up an appropriate bond before any stay would be imposed. He did not, of course, do so.

²¹ The Bankruptcy Court rejected Glass' entitlement to a stay, and therefore nothing prevented recordation of the deed. Glass' argument here borders on frivolous, not unlike like many of Glass' actions in connection with this case and this appeal. For example, Glass has chosen, for reasons well nigh inexplicable, to lard the record of this proceeding with motions and pleadings concerning matters not remotely related to the April 2003 transaction he purports to challenge on appeal, including discovery disputes arising in other, unrelated proceedings involving him and Dr. Brigham and having no bearing whatsoever on the challenged sale.

What Glass has really done here is little more than try to throw up as much irrelevant "mud" as possible, in hopes that something might "stick." Indeed, the general pattern and practice of Mr. Glass is not one of seriousness, but rather one of dilatoriness and 'tactical' litigation. He has made no serious effort to acquire the property in question, nor has he made any serious effort to enforce his (still unaffected) lien. His lack of seriousness as to the legal substance of his positions is manifest from, among other things, the fact he failed (while nonetheless forcing his adversaries to invest the time and effort to do so) to file a brief on reconsideration; from the fact that he filed a notice of appeal well out of time and without so much as attempting to demonstrate excuse or obtain leave; the fact that he was late in filing his initial appellate brief, despite several extension requests; and the fact that he was late in filing his response to the pending motion to dismiss. Truly, Glass has managed thus far proceeded in serially dilatory fashion. That is wrong, and should not be tolerated. Frankly, if there is any bad faith here, it is on the part of Glass.

Accordingly, Appellees submit that Glass waived whatever objection he might possibly have had on this point. See, e.g., *Daewoo International (America) Corp. Creditor Trust v. SSTS America Corp.*, ___ F. Supp. 2d ___, 2003 U.S. Dist LEXIS 9802, at *13-*14 (S.D.N.Y. 2003)(failure to object to provision of confirmation order precludes appellate review); *In re McKenna*, 238 F.3d 186, 187 (2d Cir. 2001)(*per curiam*, holding failure to raise argument below constitutes waiver); *In re Lionel Corp.*, 29 F.3d. 88, 92 (2d Cir. 1994)(declining to consider arguments in bankruptcy appeal not raised below).

Undeniably, no stay was ever entered with respect to the sale. The buyer paid substantial consideration, accepted the risks of ownership (and divested Trustee of those risks), and otherwise changed its position in reliance thereon. There was no evidence whatsoever of fraud, collusive bidding, or anything remotely untoward with respect to the sale or the purchaser. A deed of transfer was in fact recorded among the Hartford land records, and the sale was in all ways fully consummated. The instant appeal is therefore moot pursuant to 11 U.S.C. § 363(m).

IV. GLASS PROVIDED THE BANKRUPTCY COURT WITH NO BASIS TO GRANT RECONSIDERATION, AND NO SUCH BASIS EXISTS.

Glass also purports to challenge the Bankruptcy Court's denial of his motion to reconsider the order approving the sale of 140-144 Retreat Avenue. However, no genuine basis exists for such a challenge.

The standard for granting a motion for reconsideration is strict. Reconsideration "will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked--matters, in other words, that might reasonably be expected to alter the

conclusion reached by the court.” *Shrader v. CSX Transp.*, 70 F.3d 255, 257 (2d Cir. 1995), see also *United States v. Sanchez*, 35 F.3d 673, 677 (2d Cir. 1994) (granting of reconsideration appropriate when a “need is shown to correct a clear error of law or to prevent manifest injustice.”); *LoSacco v. City of Middletown*, 882 F. Supp. 870, 876-77 (D. Conn. 1993). A motion to reconsider “... should not be granted where the moving party seeks only to relitigate an issue already decided.” *Shrader*, 70 F.3d at 257.

Generally, the moving party is required to demonstrate that a court overlooked controlling decisions or factual matters that were put before the court in the underlying motion. *Yurman Design, Inc. v. Golden Treasure Imps., Inc.*, ___ F. Supp. 2d ___, 2003 U.S. Dist. LEXIS 19759 (S.D.N.Y. 2003); see *Walsh v. McGee*, 918 F. Supp. 107, 110 (S.D.N.Y. 1996); *Houbigant, Inc. v. ACB Mercantile (In re Houbigant, Inc.)*, 914 F. Supp. 997, 1001 (S.D.N.Y. 1996). This rule is “narrowly construed and strictly applied so as to avoid repetitive arguments on issues that have been considered fully by the Court.” *Walsh*, 918 F. Supp. at 110; see also *United States v. Mason Tenders Dist. Council of Greater New York*, 909 F. Supp. 882, 889 (S.D.N.Y. 1995). Thus where a party seeking reconsideration fails to show that the court overlooked any controlling law or facts but, instead, repeats arguments already rejected by the court, reconsideration is unwarranted. *Yurman Design, Inc. v. Golden Treasure Imps., Inc.*, ___ F. Supp. 2d ___, 2003 U.S. Dist. LEXIS 19759 (S.D.N.Y. 2003); *Conn. State Dep't of Soc. Servs. v. Thompson*, ___ F. Supp. 2d ___, 2003 U.S. Dist. LEXIS 7381 (D. Conn. 2003)(Underhill, J.)(addressing reconsideration under Rule 59(e), Fed. R. Civ. P., and Connecticut Local District Rule 7(c):²² where principle raised by party seeking

²² Local District Court Rule 7(c), applicable to proceedings before the Bankruptcy Court pursuant to LBR 1001-1(b), requires that counsel seeking reconsideration of a court order file a memorandum “setting forth concisely the

reconsideration was both previously raised by that party and previously known to the court, threshold requirement for a motion for reconsideration not met).

At the hearing held before the Bankruptcy Court on April 22, 2003, the court extended Glass, through his counsel, the opportunity to air whatever objections Glass might have to the sale. Glass objected on the grounds that the sale did “not represent the best recovery for the estate” and that the sale was “not advertised to be offered this way.” The Bankruptcy Court considered these objections, and flatly rejected them.

In Glass’ motion for reconsideration, and then in evidentiary hearings conducted in this matter on August 5 and 11, 2003, Glass cited no controlling law or other matters allegedly overlooked by the Court; in fact, Glass did nothing more than argue *the very same* objections he made at the April 22, 2003 hearing. See, *i.e.*, Movant’s Motion to Reconsider, at Paras. 19-34; 8/5/03 Tr., at pp. 27-29 (Atty. Dambrov), p. 32 (statements of Atty. Dambrov and Court, with concession that arguments being made were previously rejected; 8/11/03 Tr., at pp. 90-91 (statement of Atty. Dambrov (incorrectly attributed in transcript to Atty. Graham)).²³ Putting aside the fact that Glass was and is simply wrong with respect to the substance of his objections, reconsideration was unwarranted because Glass failed to establish the presence of any controlling decisions or other data that the Bankruptcy Court overlooked in making its initial determination. The Bankruptcy Court’s denial of Glass’ motion to reconsider was entirely sound, and provides no basis for a successful appeal.

matters or controlling decisions which counsel believes the Court overlooked in the initial decision or order.” Glass did not fairly comply with Local Rule 7(c).

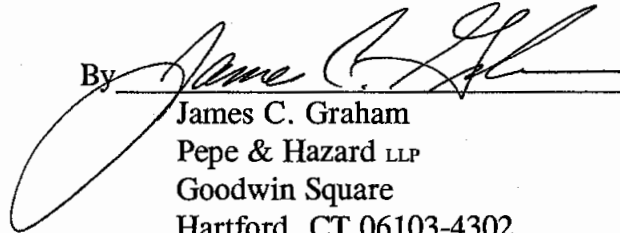
²³ Glass did not even bother to submit a post-hearing brief on the issue of reconsideration.

Conclusion

For all the foregoing reasons, Appellant Marc J. Glass' appeal should be denied.

THE APPELLEES
NEVETS, INC. and STEVEN C. BRIGHAM

By



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ADDENDUM A – THE ORDERS APPEALED FROM

ORDER ENTERED ON:
5-1-03
BL
DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE:

CHAPTER 7

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC.

CASE NO. 00-21425

Debtor

**ORDER ON OBJECTION TO SALE OF ESTATE PROPERTY LOCATED
AT 140-144 RETREAT AVE., HARTFORD, CT**

UPON CONSIDERATION OF (i) the objections to the "Trustee's Notice of Intent to Sell" dated February 3, 2003 (Docket ID No. 75), pursuant to which John J. O'Neil, Jr., as Chapter 7 trustee (the "Trustee") of the bankruptcy estate of Greater Hartford Architectural Conservancy, Inc., sought authorization from this Court to sell to Hartford Hospital, subject to higher and better offers, Greater Hartford Architectural Conservancy, Inc.'s interest in certain real property located at 140-144 Retreat Avenue, Hartford, CT (the "Property"); (ii) the Trustee having reported to this Court the conduct and results of the auction held on April 22, 2003 at the United States Bankruptcy Court, 450 Main Street, Hartford Connecticut, 7th Floor, which auction resulted in the submission of a competing bid by Nevets, Inc., accompanied by a bank check payable to Trustee O'Neill in the amount of Twenty Thousand Dollars (\$20,000), to acquire the estate's interest in the Property, subject to all existing liens and encumbrances, for the sum of Twenty Thousand

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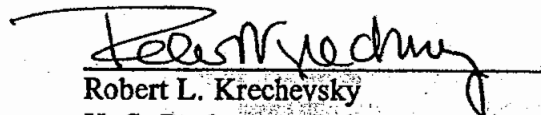
Dollars (\$20,000); (iii) the hearing held before this Court on April 22, 2003, including but not limited to the arguments of Trustee in support of approval of the Nevets, Inc. purchase offer as the highest and best offer for the Property, the arguments of counsel for interested party Marc Jerome Glass objecting to approval of the Nevets, Inc. purchase offer, and the arguments of Trustee and counsel for Nevets, Inc. in support of a "good faith finding" pursuant to 11 U.S.C. § 363(m); and (iv) the full record of this case, it appearing to the Court that the offer of Nevets, Inc. is the highest and best offer for the estate's interest in the Property; and it further appearing to the Court that the auction was conducted at arm's length, in good faith, and with sufficient notice; this Court hereby

FINDS AND CONCLUDES, in accordance with 11 U.S.C. § 363(m), that Nevets, Inc., through its agents at all relevant times acted in good faith with respect to its offer to purchase the Property. It is, therefore,

ORDERED, ADJUDGED AND DECREED, that the objections of party in interest Marc Jerome Glass are hereby **OVERRULED**, and Trustee's proposed sale of the Property located at 140-144 Retreat Ave. to Nevets, Inc. pursuant to "Trustee's Notice of Intent to Sell" dated February 3, 2003 (Docket ID No. 75) is hereby authorized. Trustee is further

authorized and directed to take any and all steps reasonably necessary or required to effect transfer of the Property to Nevets, Inc.

SO ORDERED at Hartford, Connecticut this ³⁰ ~~7~~ ^{May} day of ~~April~~, 2003.


Robert L. Krechevsky
U. S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE:

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC.

Chapter 7

Debtor

Case No. 00-21425

APPEARANCES:

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255 Main Street, Hartford, CT 06106-1821
Trustee

ORDER DENYING MOTION FOR RECONSIDERATION

KRECHEVSKY, U.S.B.J.

I.

Greater Hartford Architecture Conservancy, Inc. ("the debtor"), on May 22, 2000, filed a Chapter 7 bankruptcy petition and John J. O'Neil, Jr., Esq. became trustee of the debtor's estate ("the trustee"). The court, on May 1, 2003 entered an

order ("the sale order")¹, pursuant to Bankruptcy Code § 363(b)², approving the trustee's sale of the estate's interest in 140-144 Retreat Avenue, Hartford, Connecticut ("the property") to Nevets, Inc. ("the purchaser"), and overruling the objections of Marc J. Glass ("Glass"). Glass, on May 6, 2003, filed a motion for reconsideration ("the motion") of the sale order.

The motion, in essence, asserted that the sale order should be reconsidered on the grounds of inadequate notice given by the trustee of the terms of the sale of the property and that the sale of the property was not in the best interest of the estate. (Motion at ¶ 22.)³ The court held hearings on the motion, on July 24, 2003, August 5, 2003 and August 11, 2003, following which the court ordered Glass and the purchaser to file briefs in support of their positions within two weeks after receipt of the hearing transcripts, i.e., by December 8, 2003.

The purchaser timely filed its brief. Glass has neither filed a brief, nor requested an extension of time for such filing.

¹ The full title of the sale order is "Order on Objection to Sale of Estate Property Located at 140-144 Retreat Ave., Hartford, CT."

² Section 363(b) provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate."

³ The motion, entitled "Motion for Reconsideration and to Revoke the Court's Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue," does not cite the authority under which it was brought.

II.

D.Conn. L.Civ.R. 7(c), made applicable to proceedings in the Bankruptcy Court by D.Conn. LBR 1001-1, states:

(c) Motions for Reconsideration.

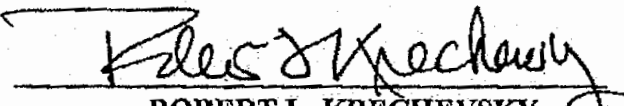
1. Motions for reconsideration shall be filed and served within ten (10) days of the filing of the decision or order from which such relief is sought, and shall be accompanied by a memorandum setting forth concisely the matters or controlling decisions which counsel believes the Court overlooked in the initial decision or order.

Glass did not assert in the motion or in the hearings on the motion any grounds that were not previously raised during the hearing on the sale order, i.e., the adequacy of the trustee's notice of intent to sell the property and the value of the sale to the estate. The purchaser's brief further (1) asserts bases for denying Glass standing to file the motion, and (2) contends that Glass, having failed to pursue his request for a stay of the court's sale order and the sale having been consummated, the motion is moot pursuant to Bankruptcy Code §363(m).

The motion for reconsideration is denied. It is

SO ORDERED.

Dated at Hartford, Connecticut this 18th day of December, 2003.


ROBERT L. KRECHEVSKY
UNITED STATES BANKRUPTCY JUDGE

ADDENDUM B – 11 U.S.C. § 363

11 U.S.C. § 363

§ 363. Use, sale, or lease of property

(a) In this section, "cash collateral" means cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

(b) (1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.

(2) If notification is required under subsection (a) of section 7A of the Clayton Act in the case of a transaction under this subsection, then—

(A) notwithstanding subsection (a) of such section, the notification required by such subsection to be given by the debtor shall be given by the trustee; and

(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the 15th day after the date of the receipt, by the Federal Trade Commission and the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice, of the notification required under such subsection (a), unless such waiting period is extended—

(i) pursuant to subsection (e)(2) of such section, in the same manner as such subsection (e)(2) applies to a cash tender offer;

(ii) pursuant to subsection (g)(2) of such section; or

(iii) by the court after notice and a hearing.

(c) (1) If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

(2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless—

(A) each entity that has an interest in such cash collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

(3) Any hearing under paragraph (2)(B) of this subsection may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor. If the hearing under paragraph (2)(B) of this subsection is a preliminary hearing, the court may authorize such use, sale, or lease only if there is a reasonable likelihood that the trustee will prevail at the final hearing under subsection (e) of this section. The court shall act promptly on any request for authorization under paragraph (2)(B) of this subsection.

(4) Except as provided in paragraph (2) of this subsection, the trustee shall segregate and account for any cash collateral in the trustee's possession, custody, or control.

(d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or courtesy.

(h) Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if—

(1) partition in kind of such property among the estate and such co-owners is impracticable;

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(3) the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners; and

(4) such property is not used in the production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

(i) Before the consummation of a sale of property to which subsection (g) or (h) of this section applies, or of property of the estate that was community property of the debtor and the debtor's spouse immediately before the commencement of the case, the debtor's spouse, or a co-owner of such property, as the case may be, may purchase such property at the price at which such sale is to be consummated.

(j) After a sale of property to which subsection (g) or (h) of this section applies, the trustee shall distribute to the debtor's spouse or the co-owners of such property, as the case may be, and to the estate, the proceeds of such sale, less the costs and expenses, not including any compensation of the trustee, of such sale, according to the interests of such spouse or co-owners, and of the estate.

(k) At a sale under subsection (b) of this section of property that is subject to a lien that secures an allowed claim, unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property.

(l) Subject to the provisions of section 365, the trustee may use, sell, or lease property under subsection (b) or (c) of this section, or a plan under chapter 11, 12, or 13 of this title may provide for the use, sale, or lease of property, notwithstanding any provision in a contract, a lease, or applicable law that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title concerning the debtor, or on the appointment of or the taking possession by a trustee in a case under this title or a custodian, and that effects, or gives an option to effect, a forfeiture, modification, or termination of the debtor's interest in such property.

(m) The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

(n) The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount. In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of this subsection.

(o) In any hearing under this section—

(1) the trustee has the burden of proof on the issue of adequate protection; and

(2) the entity asserting an interest in property has the burden of proof on the issue of the validity, priority, or extent of such interest.

ADDENDUM C – RULE 6004, FED. R. BANKR. P.

Rule 6004

USE, SALE, OR LEASE OF PROPERTY

(a) **Notice of Proposed Use, Sale, or Lease of Property.** Notice of a proposed use, sale, or lease of property, other than cash collateral, not in the ordinary course of business shall be given pursuant to Rule 2002(a)(2), (c)(1), (i), and (k) and, if applicable, in accordance with § 363(b)(2) of the Code.

(b) **Objection to Proposal.** Except as provided in subdivisions (c) and (d) of this rule, an objection to a proposed use, sale, or lease of property shall be filed and served not less than five days before the date set for the proposed action or within the time fixed by the court. An objection to the proposed use, sale, or lease of property is governed by Rule 9014.

(c) **Sale Free and Clear of Liens and Other Interests.** A motion for authority to sell property free and clear of liens or other interests shall be made in accordance with Rule 9014 and shall be served on the parties who have liens or other interests in the property to be sold. The notice required by subdivision (a) of this rule shall include the date of the hearing on the motion and the time within which objections may be filed and served on the debtor in possession or trustee.

(d) **Sale of Property Under \$2,500.** Notwithstanding subdivision (a) of this rule, when all of the nonexempt property of the estate has an aggregate gross value less than \$2,500, it shall be sufficient to give a general notice of intent to sell such property other than in the ordinary course of business to all creditors, indenture trustees, committees appointed or elected pursuant to the Code, the United States trustee and other persons as the court may direct. An objection to any such sale may be filed and served by a party in interest within 15 days of the mailing of the notice, or within the time fixed by the court. An objection is governed by Rule 9014.

(e) **Hearing.** If a timely objection is made pursuant to subdivision (b) or (d) of this rule, the date of the hearing thereon may be set in the notice given pursuant to subdivision (a) of this rule.

(f) **Conduct of Sale Not In The Ordinary Course of Business.**

(1) *Public or Private Sale.* All sales not in the ordinary course of business may be by private sale or by public auction. Unless it is impracticable, an itemized statement of the property sold, the name of each purchaser, and the price received for each item or lot or for the property as a whole if sold in bulk shall be filed on completion of a sale. If the property is sold by an auctioneer, the auctioneer shall file the statement, transmit a copy thereof to the United States trustee, and furnish a copy to the trustee, debtor in possession, or chapter 13 debtor. If the property is not sold by an auctioneer, the trustee, debtor in possession, or chapter 13 debtor shall file the statement and transmit a copy thereof to the United States trustee.

(2) *Execution of Instruments.* After a sale in accordance with this rule the debtor, the trustee, or debtor in possession, as the case may be, shall execute any instrument necessary or ordered by the court to effectuate the transfer to the purchaser.

(g) **Stay of Order Authorizing Use, Sale or Lease of Property.** An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.

CODE REFERENCE: §§ 363, 1206

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Brief was served by United States first class mail, postage prepaid, this 2nd day of July 2004, upon each of:

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James C. Graham

No. 3:04 cv 00097 (AWT)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MARC J. GLASS

Appellant,

v.

JOHN J. O'NEIL, JR., TRUSTEE, *et al.*

Appellees.

ON APPEAL FROM FINAL ORDERS OF
THE U. S. BANKRUPTCY COURT FOR THE DISTRICT OF CONNECTICUT,
(HON. ROBERT L. KRECHEVSKY, U.S.B.J.), in

In Re Greater Hartford Architecture Conservancy, Inc.,
Chapter 7 Case No. 00-21425-RLK

APPENDIX to
BRIEF of the APPELLEES
NEVETS, INC. and STEVEN C. BRIGHAM

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July 2, 2004

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

CLERK OF COURT
03/03/03 11:54
HARTFORD, CT 06103

IN RE:

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC.

Debtor

CHAPTER 7

CASE NO. 00-21425

Refer to Doc. Id No. 94

December 8, 2003

**POST-HEARING BRIEF IN OPPOSITION TO "MOTION FOR
RECONSIDERATION AND TO REVOKE THE COURT'S APPROVAL OF
TRUSTEE'S MOTION TO SELL THE REAL ESTATE LOCATED AT 140
RETREAT AVENUE"**

Nevets, Inc. ("Nevets") is the successful bidder for, and subsequent transferee of, the debtor Greater Hartford Architectural Conservancy Inc.'s ("GHAC" or "Debtor") interest in certain improved real property located at 140-144 Retreat Avenue, Hartford, CT (the "Property"). Pursuant to the Court's direction at the August 11, 2003 hearing in this matter, Nevets, joined by the secured creditor Steven C. Brigham ("Brigham")¹, hereby submits this brief in opposition to the motion of the secured creditor Marc J. Glass ("Glass" or "Movant") for reconsideration of this Court's order authorizing the sale and transfer of the Property by Debtor's Chapter 7 trustee, Attorney John J. O'Neil ("Trustee"). In support of its opposition, Nevets states the following grounds.

¹ Dr. Brigham, who participated through counsel in the hearings on this reconsideration motion, has expressly authorized Nevets to represent his joinder in Nevets' brief. Accordingly, Dr. Brigham will not be submitting a separate, duplicative brief in opposition to Mr. Glass' motion.

Summary

Before the Court is Glass' motion to reconsider an order, issued pursuant to 11 U.S.C. Sec. 363(b), authorizing Trustee's sale of Debtor's real property to Nevets. The sale, now fully consummated, was made expressly subject to existing liens and encumbrances, including Glass' junior mortgage lien. Glass' motion fails for three (3) separate and legally independent reasons.

First, in his motion Glass simply rehashes arguments already made to, and rejected by, this Court. Glass cites no controlling authority or any other matters supposedly overlooked by the Court in rendering its decision. As a result, Glass fails to satisfy the strict legal standard required for reconsideration.

Second, this Court found expressly that Nevets had purchased the Property in good faith. Glass obtained no stay of the sale, and the sale has since been fully consummated. Accordingly, Glass's motion is statutorily moot pursuant to 11 U.S.C. Sec. 363(m).

Finally, the Property was sold fully subject to Glass' non-recourse mortgage, such that Glass' rights against the Property remain wholly unaffected. Beyond that, Glass has no right to distributions from GHAC's Chapter 7 estate, and no standing as an unsecured creditor, because his mortgage is by its express terms non-recourse. As a result, Glass has no pecuniary stake in the outcome of this dispute. His motion therefore fails for want of standing.

Background and Relevant Facts

Interested Parties. GHAC, the debtor in this Chapter 7 bankruptcy case, is the former owner of the fee interest in the Property, having acquired it from Glass in 1994. Transcript of 8/11/03 Hearing ("8/11/03 Tr."), at p. 6 (testimony of Marc Glass). Attorney O'Neil is GHAC's duly appointed Chapter 7 trustee. The City of Hartford (the "City"), Dr. Brigham, Attorney Glass, and the State of Connecticut Department of Labor ("DOL") assert liens against the Property. Nevets purchased the Property from Trustee O'Neil, subject to existing liens and encumbrances, and has paid over \$6,500 in recording costs associated with the transfer of the Property.

The Subject Property. Located in the vicinity of Hartford Hospital (the "Hospital"), the Property is a commercial building suitable for use as a medical office building, subject to certain historic landmark restrictions. For some time the Property has produced no significant income. The obligations of ownership were an ongoing burden upon and risk to GHAC's estate: substantial real estate taxes and other expenses continued to accrue, and Trustee had neither casualty nor liability insurance in place for the Property.²

The Property was, and remains, encumbered by numerous liens exceeding the apparent value of the Property.³ The liens arose variously on account of: (i) unpaid taxes on Hartford's Grand List for the years 1993-present, and other unpaid municipal charges, owed to the City; (ii) an unpaid mortgage debt owed to Glass; and (iii) unpaid

² Such insurance was apparently difficult or impossible to place economically under the circumstances involved here.

³ See, e.g., Transcript of 4/22/03 Hearing ("4/22/03 Tr."), at p. 6 (statement of Trustee O'Neil, re liens in excess of \$400,000); 8/11/03 Tr., at page 38-39 (testimony of broker Robert Hiler, re lack of equity); 8/11/03 Tr., at page 49 (testimony of Trustee O'Neil, re liens in excess of \$400,000).

unemployment compensation tax owed to DOL. The greater part of the encumbrances is attributable to the City's tax liens, which are prior in right to the liens of Glass and DOL. The City's liens for each of the tax years 1993-1998 were assigned to Brigham pursuant to Conn. Gen. Stat. Sec. 12-195b.

The Desirability of Disposing of the Property. Trustee was thus confronted by a situation where the Property was of questionable value to the GHAC estate. Moreover, the situation was unlikely to improve with the passage of time and corresponding increase in the encumbrances on the Property. Further, Trustee was also caught amidst ongoing inter-creditor disputes between Glass and Brigham that complicated efforts to dispose of the Property. Although there was disagreement as to the mode of disposition, some form of disposition of the Property was nevertheless desired by all parties concerned.

Toward that end, several steps designed to effect a disposition were initiated on or before April 22, 2003 and the hearing resulting in the disposition now challenged by Glass. Trustee noticed a proposed abandonment of the Property as being in excess of realizable value (Docket ID No. 68), to which Glass objected (Document ID No. 69). Trustee also noticed a proposed sale of the Property to the Hospital for \$275,000, subject to higher and better offers (Docket ID No. 71), to which Brigham timely objected (Docket ID No. 80) and submitted a counter-bid (Docket ID. No. 81).⁴

⁴ On January 31, 2003 Trustee noticed, pursuant to 11 U.S.C. Sec. 363(b) and Rule 6004(a), Fed. R. Bankr. P., a proposed sale of the Property to the Hospital for the sum of \$275,000. Pursuant to Trustee's notice, duly served by the Clerk's Office in accordance with the Bankruptcy Rules, interested parties wishing to object were given until March 3, 2003 to object to the sale, and/or to submit a counter-offer. The notice indicated that objections, if any, would be heard by the Court on March 6, 2003, and that an auction would be conducted in the event competing offers were submitted.

Trustee also moved pursuant to Code Sec. 363(f) to sell the Property free and clear of liens (Docket ID. No. 73); Brigham objected (Docket ID. No. 80).⁵ For his part, Brigham moved to compel Trustee to abandon the Property (Docket ID. No. 79). Brigham also sought relief from stay to enforce his rights against the Property as a creditor. (Docket ID No. 92) After a series of continuances, and with one exception⁶, these various matters came before the Court for hearing on April 22, 2003.

The April 22, 2003 Proceedings. On April 22, 2003, the Trustee appeared before this Court ready to take up the various matters relating to disposition of the Property. Also present were attorneys representing Glass and Brigham, representatives of the Hospital and Nevets, and the real estate broker Robert Hiler.

Trustee proposed to proceed with an auction to determine if there were any advances over the \$275,000 offer by the Hospital. 4/22/03 Tr., at pp. 1-2. Not surprisingly, Brigham's counsel advocated starting with the objections to a sale free and clear, or with the abandonment, or with the relief from stay. Glass' counsel preferred the sale/auction route. The Court reasoned that it made little sense to take up the 363(f) matter unless and until it was determined, via the auction process, if there was sufficient value to justify such a sale. 4/22/03 Tr., at 4. Trustee resolved to go forward with an auction process and report back to the Court. 4/22/03 Tr., at 5. The hearing was recessed pending outcome of the bidding.

⁵ It is highly doubtful that Trustee could have successfully prosecuted his 363(f) motion. Among other things, the liens against the Property far exceeded the value of the Property—as measured, for example, by the Hospital's offer, or by an appraisal in the Trustee's possession—and Trustee lacked the consent of all lien holders and/or a good faith basis to dispute the underlying tax and mortgage liens.

⁶ Brigham's lift-stay motion was filed on April 22, 2003, and of course could not be docketed for hearing on or before that date.

Nevets submitted a written bid, with a bank check for \$20,000, offering to purchase the Property for \$20,000 and subject to the existing encumbrances of over \$400,000.⁷ Neither Glass nor the Hospital, despite ample opportunity to do so, stepped forward to 'sweeten the pot.' Trustee concluded that the Nevets offer was superior to the Hospital's offer to purchase the Property, free and clear of liens, for \$275,000, determining among other things that the Nevets proposal eliminated the need for further litigation and was otherwise a 'good deal' for unsecured creditors.⁸ 4/22/03 Tr., at pp. 5-10. Accordingly, Trustee accepted the Nevets offer, and sought Court authorization to proceed with the Sec. 363(b) sale to Nevets.⁹

Glass' counsel objected, complaining that the proposed sale to Nevets "does not represent the best recovery for the estate" and that it was "not advertised to be offered in this way," 4/22/03 Tr., at p. 8. Glass' counsel also requested that the sale be readvertised. 4/22/03 Tr., at p. 11. The Court overruled these objections, after giving

⁷ One fair way of looking at the economic value of the Nevets offer, and a viewpoint expressed by both Trustee and the Court, was that it equaled the amount of the liens plus \$20,000, a figure well in excess of the Hospital's \$275,000 proposal. See, 4/22/03 Tr., at pp. 5-6.

⁸ Among other things, Trustee's disposition of the Property to Nevets relieved the estate of the burdens associated with ownership of the Property (*i.e.*, ongoing liability risk, as well as continuing operating expenses, including taxes, utilities, security and insurance), while at the same time deriving some cash for creditors of the estate from a property in which the estate likely had no equity.

See also 8/11/03 Tr., starting at page 49, where Trustee O'Neil explains why he concluded that the Nevets offer was higher and better and otherwise in the best interests of GHAC's estate. He also explains why Glass' somewhat vague offer to subordinate, to the extent of \$20,000, his junior lien to the estate upon a sale free and clear of liens was less appealing.

⁹ The various other motions pertaining to the Property and pending on the 22nd would become moot and would be marked off upon authorization of the 363(b) sale to Nevets.

Glass' counsel an opportunity to make whatever objections he cared to advance. 4/22/03 Tr., at p. 11.¹⁰

Nevets, supported by the Trustee, and without objection from Glass, requested a finding that it had purchased the Property in good faith. 4/22/03 Tr., at pp. 11-12. The Court expressly so found. 4/22/03 Tr., at p. 12. The Court instructed the parties to submit an appropriate order. 4/22/03 Tr., at p. 19.

The Order of Sale. On May 1, 2003 this Court entered a written order authorizing Trustee's sale to Nevets, subject to existing liens and encumbrances. The Court found, among other things, that:

... in accordance with 11 U.S.C. § 363(m), that Nevets, Inc., through its agents at all relevant times acted in good faith with respect to its offer to purchase the Property.

Court's Order on Objection to Sale of Estate Property Located at 140-144 Retreat Avenue, Hartford CT, entered May 1, 2003, at p. 2.

Glass Seeks Reconsideration of the Court's Authorization of the Sale. On May 6, 2003 Glass filed the instant motion to reconsider and revoke the sale. The motion does not even purport, as required by Local District Rule 7(c), to identify controlling precedent or other matters allegedly overlooked by this Court in rendering its decision. Rather, Glass stated merely:

As grounds for this request, the Movant states that the sale was conducted under conditions that did not give the interested parties an opportunity to respond to the written bid and that the bid was not in the best interest of the estate, all as more fully set forth below.

¹⁰ The Court advised Glass' counsel, Attorney Dambrov, that it was inclined to rule in the Trustee's favor, "unless you have something further to add," whereupon Attorney Dambrov added further argument. 4/22/03 Tr., at p 11, ll.1-2 and following. At the hearing held on August 11, 2003, Dambrov claimed to have been 'cut off' in his arguments (8/11/03 Tr., at p. 93), a point the Court, correctly it turns out, questioned (8/11/03 Tr., at p. 94).

Motion for Reconsideration, at ¶ 22, p. 4.

This is in substance what Glass had complained about, unsuccessfully, at the April 22, 2003 hearing. The reconsideration motion was therefore nothing but a rehash of what had gone before: there was not so much as an intimation that the Court had overlooked controlling precedent, or any other matters, in rendering its decision.

The Deed is Recorded after Glass Fails to Obtain a Stay. Glass also sought a stay of the sale. On July 24, 2003, this Court denied that request.¹¹ On August 5, 2003, Nevets recorded among the land records of the City of Hartford a deed of conveyance from the Trustee. See, Exhibit 11 to 8/11/03 Hearing on Motion for Reconsideration. In so doing, Nevets advanced an additional \$6,500 in required recording fees. On the same day, Glass recorded an "Affidavit and Notice of Bankruptcy Proceedings" (copy attached hereto as Exhibit A), presumably to contest Nevets' right to ownership on account of the pendency of his challenge to the sale. 8/5/03 Tr., at p. 47 (Glass testimony).¹²

The Evidentiary Hearing on Reconsideration. At hearings conducted on August 5 and 11, 2003, this Court took evidence (consisting of witness testimony from Marc J.

¹¹ Glass argued that he had an informal understanding with the Trustee that the deed would not be delivered for recordation and recorded while this matter was being reconsidered. Trustee explained that that was not so, and that he never agreed to an open-ended, informal stay that would result in the estate continuing to bear the risks of record ownership of an uninsured property. The Court was apprised that there was an ongoing, unresolved discussion between Nevets and the Trustee as to which party would pay the substantial conveyance fees, and that the deed was not likely to be recorded immediately; however, the Court was also apprised that the parties reserved the right to record the deed at any time. See, 7/24/03 Tr. The Court expressed the sentiment that Glass probably did not need the stay, but that in any event no stay would be ordered. 7/24/03 Tr., at 9-10. The issue of whether or not Glass could have put up, pursuant to Rule 8005 Fed. R. Bankr. P, a sufficient bond pending appeal was therefore not reached.

In all events, at the evidentiary hearings on this matter held on August 5 and 11, Glass could offer no competent evidence of any binding, open-ended agreement with the Trustee (or anyone else) not to deliver or record the deed.

¹² That recording was plainly designed to interfere with Nevets' ability to finance or alienate the Property, and constitutes a classic "cloud on title."

Glass, Robert Hiler, and Trustee O'Neil, and receipt of certain documents) in connection with Glass' motion for reconsideration and to revoke the sale.

Glass, a thoroughly obstreperous witness,¹³ provided a history of his involvement with the Property and certain matters in the case that predated the challenged sale, as well as certain grievances he had with Brigham. He could offer no proper basis upon which to justify reconsideration or revocation of the sale.

Mr. Hiler, a real estate broker appearing voluntarily (*i.e.*, he was not subpoenaed), did little more than: (i) suggest that Trustee might have been able, at some unspecified price, to obtain property damage (but not liability) insurance coverage for the Property; (ii) confirm that there was no equity in the Property at the price levels reasonably under consideration in this case; and (iii) confirm that he was hoping to receive a 10% brokerage commission from any sale to the Hospital.¹⁴ Nothing Mr. Hiler said would justify reconsideration or revoking this sale.

Trustee O'Neil forthrightly explained his efforts to dispose of the Property and his rationale for preferring the Nevets offer. He also confirmed that that Property was "underwater" in terms of lacking equity, that he had no open-ended agreement not to deliver or record a deed for the Property, that the proposed deal with the Hospital was predicated on a "free and clear" transfer, and that he had acted to secure the maximum amount of recovery for unsecured creditors with the minimum amount of expense and

¹³ His counsel later claimed that Mr. Glass' combative demeanor was attributable to a medical issue which had arisen at the time he gave his testimony.

¹⁴ He was correctly prevented by evidentiary rules from testifying about what Hospital representatives may have said, or speculating as to what the Hospital might have done under different circumstances.

litigation. His testimony provided no basis for reconsideration or revocation of the sale.

Tellingly, Glass' attorney could only argue that "our basic position is that the Trustee advertised one sale and conducted a different sale" and that the approved sale was "not the highest and best." 8/11/03 Tr., at p. 90. Aside from being dead wrong as a matter of substance, these arguments were precisely the same arguments raised unsuccessfully at the April 22, 2003 hearing, to wit: that the sale "does not represent the best recovery for the estate" and that it was "not advertised to be offered in this way," 4/22/03 Tr., at p. 8.

At the close of evidence on August 11, the Court directed Glass' counsel to order transcripts of the underlying hearings. The parties were directed to submit their initial post-hearing briefs within 30 days of the Court's receipt of the transcripts, and their reply briefs, if any, within 14 days thereafter. The Court's docket reflects that transcripts of the April 22, July 24, August 5, and August 11, 2003 proceedings were ordered by Attorney Dambrov on September 5, 2003.¹⁵ They were delivered to the Court on November 6, 2003. Accordingly, the initial briefs were due on December 8, 2003.

¹⁵ Curiously, counsel did not extend other interested parties the courtesy of advising them that the transcripts had been ordered, or that they had been received. Nor did counsel offer to share copies of the transcripts. Only persistent review of the docket enabled other counsel to stay abreast of developments with respect to these matters.

10

Legal Argument

I. RECONSIDERATION IS UNWARRANTED HERE BECAUSE THE MOVANT HAS FAILED TO DEMONSTRATE THAT THIS COURT OVERLOOKED CONTROLLING LAW OR ANY OTHER MATTERS IN RENDERING ITS DECISION.

A. The Legal Standard Respecting Reconsideration of Court Rulings

The standard for granting a motion for reconsideration is strict. Reconsideration "will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court." - *Shrader v. CSX Transp.*, 70 F.3d 255, 257 (2d Cir. 1995), see also *United States v. Sanchez*, 35 F.3d 673, 677 (2d Cir. 1994) (granting of reconsideration appropriate when a "need is shown to correct a clear error of law or to prevent manifest injustice."); *LoSacco v. City of Middletown*, 882 F. Supp. 870, 876-77 (D. Conn. 1993). A motion to reconsider "... should not be granted where the moving party seeks only to relitigate an issue already decided." *Shrader*, 70 F.3d at 257.

Generally, the moving party is required to demonstrate that the Court overlooked the controlling decisions or factual matters that were put before the Court in the underlying motion. *Yurman Design, Inc. v. Golden Treasure Imps., Inc.*, ___ F. Supp. 2d ___, 2003 U.S. Dist. LEXIS 19759 (S.D.N.Y. 2003); see *Walsh v. McGee*, 918 F. Supp. 107, 110 (S.D.N.Y. 1996); *Houbigant, Inc. v. ACB Mercantile (In re Houbigant, Inc.)*, 914 F. Supp. 997, 1001 (S.D.N.Y. 1996). This rule is "narrowly

construed and strictly applied so as to avoid repetitive arguments on issues that have been considered fully by the Court.” *Walsh*, 918 F. Supp. at 110; see also *United States v. Mason Tenders Dist. Council of Greater New York*, 909 F. Supp. 882, 889 (S.D.N.Y. 1995). Thus where a party seeking reconsideration fails to show that the Court overlooked any controlling law or facts but, instead, repeats arguments already rejected by the court, reconsideration is unwarranted. *Yurman Design, Inc. v. Golden Treasure Imps., Inc.*, ___ F. Supp. 2d ___, 2003 U.S. Dist. LEXIS 19759 (S.D.N.Y. 2003); *Conn. State Dep’t of Soc. Servs. v. Thompson*, ___ F. Supp. 2d ___, 2003 U.S. Dist. LEXIS 7381 (D. Conn. 2003)(Underhill, J.)(addressing reconsideration under Rule 59(e), Fed. R. Civ. P., and Connecticut Local District Rule 7(c): where principle raised by party seeking reconsideration was both previously raised by that party and previously known to the court, threshold requirement for a motion for reconsideration not met).

Local District Court Rule 7(c), applicable to proceedings before the Bankruptcy Court pursuant to LBR 1001-1(b), requires that counsel seeking reconsideration of a court order file a memorandum “setting forth concisely the matters or controlling decisions which counsel believes the Court overlooked in the initial decision or order.”

B. Reconsideration is not Appropriate Here

At a hearing held before this Court on April 22, 2003, this Court extended Glass, through his counsel, the opportunity to air whatever objections Glass might have to the sale. Glass objected on the grounds that the sale did “not represent the best

recovery for the estate" and that the sale was "not advertised to be offered this way." 4/22/03 Tr., at pp. 8-11. The Court considered these objections, and flatly rejected them. 4/22/03 Tr., at p. 11.

In Glass' motion for reconsideration, and then in evidentiary hearings conducted in this matter on August 5 and 11, 2003, Glass cites to no controlling law or other matters allegedly overlooked by the Court; in fact, Glass does nothing more than argue *the very same* objections he made at the April 22, 2003 hearing. See, *i.e.*, Movant's Motion to Reconsider, at Paras. 19-34; 8/5/03 Tr., at pp. 27-29 (Atty. Dambrov), p. 32 (statements of Atty. Dambrov and Court, with concession that arguments being made were previously rejected; 8/11/03 Tr., at pp. 90-91 (statement of Atty. Dambrov (incorrectly attributed in transcript to Atty. Graham)). Putting aside the fact that Movant was and is simply wrong with respect to the substance of his objections, reconsideration is unwarranted here because Movant has failed to establish the presence of any controlling decisions or other data that the Court overlooked in making its initial determination.

II. THIS MOTION IS MOOT BY APPLICATION OF SECTION 363(m) OF THE BANKRUPTCY CODE

With respect to any sale of estate property authorized by a bankruptcy court, the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not effect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. Sec. 363(m).

When an order confirming a sale to a good faith purchaser is entered and a stay of sale is not obtained, the sale becomes final and cannot be reversed on appeal. See, e.g., *Matter of Lloyd*, 37 F.3d 271, 273 (7th Cir. 1994); *In re District 65, United Auto Aerospace and Agr. Implement Workers of America, UAW*, 184 B.R. 196 (S.D.N.Y. 1995); *In re Saco Local Devel. Corp.*, 19 B.R. 119, 121 (1st Cir. B.A.P. 1982); *In re Stein & Day, Inc.*, 113 B.R. 157, 162 (1990). The "statutory mootness" provision of 11 U.S.C. § 363(m) applies with equal force to motions for reconsideration. *In re Pine Coast Enterprises*, 147 B.R. 30, 33 (Bkrtcy. N.D. Ill. 1992).

At the April 22, 2003 hearing, this Court found, at the express request of Nevets and the Trustee, and without objection from Glass, that Nevets had purchased the Property in good faith. 4/22/03 Tr., at p. 12.¹⁶ Beyond that, no stay was entered with respect to the sale. The sale was duly consummated, the buyer changed its position in reliance thereon, and a deed of transfer was recorded among the City's Land Records.

¹⁶ That finding is also reflected in the Court's May 1, 2003 Order. It remains unchallenged.

Accordingly, there is and can be no effective relief available here for Mr. Glass. The instant motion is moot.

III. THE RIGHTS OF MOVANT, A NON-RECOURSE SECURED CREDITOR, ARE UNAFFECTED BY A SALE OF PROPERTY SUBJECT TO MOVANT'S LIEN. THEREFORE, MOVANT HAS NO PECUNIARY STAKE IN THE OUTCOME OF THIS DISPUTE AND LACKS STANDING TO CONTEST THE SALE.

A party seeking relief from an order of a bankruptcy court must be "directly and adversely affected pecuniarily" by it. *Kane v. Johns-Manville Corp.*, 843 F. 2d 636, 641 (2d Cir. 1988), citing *Cosmopolitan Aviation Corp. v. N.Y. State Dept. of Transportation*, 763 F. 2d 507, 513 (2d Cir.), cert. denied 474 U.S. 1032 (1985). This standing limitation is more exacting than the 'case or controversy' requirement for standing under Article III of the U.S. Constitution (*i.e.*, constitutional 'injury in fact' also encompasses non-financial injuries 'fairly traceable' to conduct complained of). *Kane*, 843 F. 2d at 642. It is that way precisely to avoid the unmanageable proliferation of review that would result in bankruptcy cases -- which by their nature involve a myriad of parties -- should every party indirectly affected by a bankruptcy court order be permitted unfettered access to review. *Id.* In bankruptcy cases, review is available only to a party whose pecuniary interests are directly and adversely affected. *Id.* That is simply not the case here.

Here, prior to the challenged transfer Glass held a junior lien on the Property -- specifically a mortgage securing a note in the original principal amount of \$115,000. The sale to Nevets was made subject to all liens and encumbrances, including that of

Glass. Accordingly, even after the sale to Nevets, whatever rights Glass had against the Property remained wholly intact and unaffected.

Glass is undeniably a creditor of GHAC. While a creditor ordinarily has standing to challenge an order disposing of property of an estate, that is only so *because the order affects the creditor's ability to receive payment from the estate*, and a direct pecuniary interest is therefore implicated. *Kane*, at 642, citing *Shaw & Levine v. Gulf & Western Industries, Inc.* 607 F. 2d 258, 262 (2d Cir. 1979). However, where the order cannot possibly affect the complaining party's ability to receive payment from the estate, there can be no pecuniary interest at stake. See, e.g., *Cosmopolitan Aviation*, 763 F. 2d at 513 ('hopelessly insolvent' debtor not permitted to challenge orders affecting estate because estate will go to creditors, and debtor has no interest in what happens to it); *Kane*, 843 F. 2d at 642, n. 3.

In this case, the underlying mortgage note from GHAC to Glass was made expressly without recourse to any of GHAC's assets except for the Property.¹⁷ Glass therefore has no right to participate in any distribution from the estate that arises from any source other than the Property. Thus even if his mortgage turned out to be partially or entirely undersecured, Glass could not hold an unsecured claim in this Chapter 7 case.

¹⁷ There was no evidence to the contrary presented at any hearing in this matter. Moreover, Glass filed a proof of claim in this case (copy attached hereto as Exhibit B), signed by Attorney Alan Dambrov as attorney in fact and dated September 15, 1900 [sic]. The proof of claim was docketed on September 15, 2000 as Claim No. 7 on the official claims register maintained by the Clerk in this case; it is a matter as to which this Court may properly take judicial notice pursuant to Rule 201(b), Fed. R. Evid. Nevets hereby expressly requests that judicial notice be taken of this court record. Glass' claim is clearly marked as "secured," and attached to it is the underlying mortgage note from GHAC dated September 16, 1994. At page 2, the note states plainly that it "shall be without recourse to the maker..."

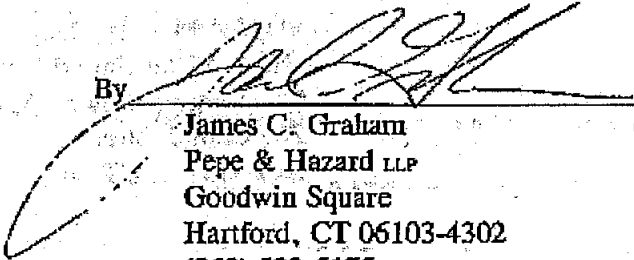
Glass will not, and cannot, be affected pecuniarily by the outcome of the review he seeks. As such, his motion must fail for lack of standing.

Conclusion

For all the foregoing reasons, the motion of Marc J. Glass for reconsideration must be denied. In addition, the Movant Marc J. Glass should be directed to either withdraw the "Affidavit and Notice of Bankruptcy Proceedings" he recorded against the property at 140-144 Retreat Avenue, Hartford, Connecticut on or about August 5, 2003, or to file an appropriate corrective notice negating the effect of his August 5 recording.

**PARTY-IN-INTEREST
NEVETS, INC.**

By


James C. Graham
Pepe & Hazard LLP
Goodwin Square
Hartford, CT 06103-4302
(860) 522-5175

ct06064

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a copy of the foregoing post-hearing brief was served by United States first class mail, postage prepaid, this 8th day of December 2003, upon each of:

John J. O'Neil, Jr., Esq.
Chapter 7 Trustee
Francis, O'Neil & Del Piano LLC
255 Main Street
Hartford, CT 06106

Alan Dambrov, Esq.
Counsel to Marc J. Glass
P.O. Box 575
Charlton City, MA 01508

Myles H. Alderman, Jr., Esq.
Counsel to Steven Brigham
Alderman & Alderman
100 Pearl Street, 14th Floor
Hartford, CT 06103-3290

Stephen Mackey, Esq.
Office of the United States Trustee
One Century Tower, Suite 1103
265 Church Street
New Haven, CT 06510-7016


James C. Graham

EXHA

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE:

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC.
Debtor.

CASE NO. 00-21425
CHAPTER 7

MARC J. GLASS, ESQ.
Plaintiff,

VS.

ADVERSARY PROCEEDING
NO. 02-02233

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC.,
JOHN J. O'NEIL, JR., ESQ., TRUSTEE,
DR. STEVEN C. BRIGHAM and
140 RETREAT AVENUE, LLC.
Defendants.

AFFIDAVIT AND NOTICE OF BANKRUPTCY PROCEEDINGS

CONCERNING IN PART REAL ESTATE AT 140-144 RETREAT AVENUE, HARTFORD and a mortgage recorded in Volume 3517, Page 120 et. seq. from Greater Hartford Architecture Conservancy, Inc. to Marc J. Glass

NOW COMES Plaintiff in the above described Adversary Proceeding, MARC J. GLASS, and makes this affidavit under the pains and penalties of perjury of his own knowledge except where stated to be on information and belief which he believes to be true and further states:

1. Affiant is an individual, over the age of 21, and I understand the importance of an oath.
2. The Complaint that initiated this Adversary Proceeding was filed with the Bankruptcy Court on June 24, 2002.



Handwritten signature

3. The allegations contained in the Complaint, may affect title to the real estate located at and known as 140-144 Retreat Ave., Hartford, Connecticut (the "140 Retreat Avenue Premises").

4. With respect to the 140 Retreat Avenue Premises, the allegations contained in the Complaint, may affect tax claims related to real estate property taxes claimed by the City of Hartford, or others including the Defendant Dr. Steven C. Brigham.

5. The Debtor, **GREATER HARTFORD ARCHITECTURE CONSERVANCY, INC.** is the record owner of the 140 Retreat Avenue Premises.

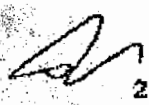
6. I am the holder of a valid and enforceable Mortgage Deed securing the original principal sum of \$115,000, which was duly recorded in the Hartford Land Records on September 22, 1994, in volume 3517, page 120.

7. The balance due on the Mortgage Deed, including accrued interest, continuing interest, costs, attorneys fees, and the like, have substantially increased.

8. John J. O'Neill, Jr. Esquire is the duly appointed and acting Trustee in the bankruptcy proceedings of **GREATER HARTFORD ARCHITECTURE CONSERVANCY, INC.**

9. On January 31, 2003 the Trustee filed a **MOTION TO SELL FREE AND CLEAR OF LIENS** the 140 Retreat Avenue Premises.

10. The **MOTION TO SELL FREE AND CLEAR OF LIENS** gave notice of terms and conditions, including without limitation, that the sale would be for cash and free and clear of all liens.




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11. On April 22, 2003 the bankruptcy court held a hearing on the MOTION TO SELL FREE AND CLEAR OF LIENS and the trustee recommended to the court acceptance of a bid to purchase the 140 Retreat Avenue Premises subject to all liens and encumbrances.

12. Thereafter I filed a MOTION FOR RECONSIDERATION AND TO REVOKE THE COURT'S APPROVAL OF TRUSTEE'S MOTION TO SELL THE REAL ESTATE LOCATED AT 140 RETREAT AVENUE. That motion remains pending before the bankruptcy court.

13. For further information, contact the Bankruptcy Court Clerk to review the documents and docket maintained at United States Bankruptcy Court for the District of Connecticut at the Federal Court Building, 450 Main Street, Hartford.

This Affidavit is dated August 5, 2003


MARC J. GLASS

STATE OF CONNECTICUT

Hartford: ss.

Subscribed and sworn to before me this 5 day of August, 2003. Then personally appeared the above named MARC J. GLASS and acknowledged the foregoing instrument to be his free act and deed before me.



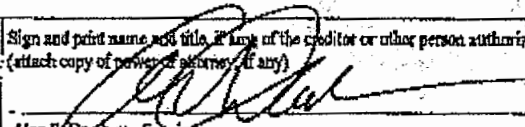


Notary Public/Commissioner of Superior Court
Commission Expires:

MYRANGE KLUGE
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN 01, 2005

EX-18

SECURED

United States Bankruptcy Court District of Connecticut		PROOF OF CLAIM
Name of Debtor Greater Hartford Architecture Conservancy, Inc.		Case Number 00-21425-nk
Name of Creditor (Person/other entity whom debtor owes money/property) Marc Jerome Glass		CLERK OF THE COURT 60 SEP 15 AM 10:35 HARTFORD DIVISION This Space is for Court Use Only
Name and address where notices should be sent: Marc Jerome Glass c/o Alan S. Dambrov, Esquire Cooley, Shrain, P.C. 1380 Main Street Springfield, MA 01103		
Account or other number by which creditor identifies debtor:		Check here if <input type="checkbox"/> replaces a previously filed claim, dated: <input type="checkbox"/> attends
1. Basis For Claim: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes		<input type="checkbox"/> Other: <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your SS#: _____ Unpaid compensation for services performed _____
2. Date debt was incurred: Sept. 10, 1994	3. If court judgment, date obtained: None	
4. Total Amount Of Claim at Time Case Filed: \$164,920.07 If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe) 140-144 Retreat Avenue Hartford, CT Value of Collateral: \$ 360,000.00 Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000), * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - 11 U.S.C. §§ 507(a) - (describe) _____ * Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only
8. Supporting Documents: ATTACH COPIES OF SUPPORTING DOCUMENTS, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		7
9. Date-Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date September 15, 1999	Sign and print name and title of lien of the creditor or other person authorized to file this claim. (attach copy of power of attorney, if any)  Alan S. Dambrov, Esquire	

Penalty for presenting fraudulent claims: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

CLAIMANT RESERVES THE RIGHT TO AMEND ITS CLAIM AND

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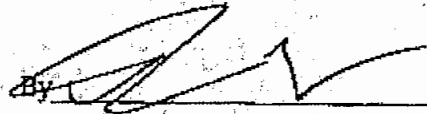
POWER OF ATTORNEY

To: Cooley, Shrair P.C.
1380 Main Street
Springfield, Massachusetts 01103, (413) 781-0750

The undersigned claimant hereby authorizes you, or any one of you, as attorney for the undersigned, and with full power of substitution, to vote on any question that may be lawfully submitted to creditors of the debtor in the above-entitled case; to vote for a trustee of the estate of the debtor, and for a committee of creditors; to receive dividends; and in general to act in this case for any other purpose in claimant's interest, whatsoever.

Dated this day of September, 2000

CLAIMANT:
MARC JEROME GLASS

By 

Penalty for presenting fraudulent claim:
Fine of up to \$5,000.00 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 and 3571.

Pay-Off:

Principal:	\$115,000.00
Interest:	34,920.07
Atty's fees	<u>15,000.00</u>
<u>Total</u>	\$164,920.07

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MORTGAGE DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT GREATER HARTFORD ARCHITECTURE CONSERVANCY, INC., a Connecticut nonstock corporation with its principal office at 278 Farmington Avenue, Hartford CT 06105 as "Grantor", in consideration of one dollar and other good and valuable consideration received of MARC JEROME GLASS, of the Town of Rocky Hill, County of Hartford and State of Connecticut, as "Grantee", does give, grant, bargain sell and confirm unto the said Grantee, his heirs, successors and assigns forever, all that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Hartford, County of Hartford and State of Connecticut, known as Nos. 140-144 Retreat Avenue and being more particularly bounded and described as shown on Schedule A attached hereto and made a part hereof.

Together with all items normally considered fixtures, including but not limited to screens, screen doors, storm windows and doors, awnings, plumbing, gas and electric fixtures, oil burners and ventilating equipment now or hereafter placed on, installed in or attached to said buildings, all of which are hereby declared to be a part of the realty and covered by this mortgage.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs, successors and assigns forever, to his and their own proper use and behoof. And also the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee, his heirs, successors and assigns, that at and until the enstaling of these presents it is well seized of the premises as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as above written; and that the same is freed from all encumbrances whatsoever, except as above mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind itself, its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, his heirs, successors and assigns, against all claims and demands whatsoever, except as above mentioned.

THE CONDITION OF THIS DEED IS SUCH, that whereas the said Grantor is justly indebted to the said Grantee in the principal sum of ONE HUNDRED FIFTEEN THOUSAND (\$15,000.00) DOLLARS as evidenced by Grantor's Mortgage Note dated September 1, 1994 a copy of which is attached hereto as Schedule B and made a part hereof with the balance of the indebtedness if not sooner paid, due and payable on September 1, 2006.

AND it is hereby agreed between the said Grantor, for themselves, their heirs, successors and assigns, and the Grantee, her heirs, successors and assigns:

1. That the improvements now existing or hereafter erected or placed on the said premises will be insured against loss by fire and otherwise to an amount and by such companies as shall be satisfactory to said Grantee, and that said insurance will be maintained for the benefit of and payable in case of loss to said Grantee as her interest may appear, that certificates of such insurance shall be furnished to the Grantee and that no cancellation or return of any policy or premium shall be claimed except from and after the redemption of this mortgage.

2. That all taxes, assessments, water rates and other condominium, governmental or municipal charges for which lien rights exist and the cost of emergency repairs needed to protect the property will be promptly paid by the Grantor, and, in default thereof, or in default of payment of insurance premiums required hereunder, the Grantee may pay the same, and add the amounts so paid to the debt, and charge interest on the same until repayment

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to him at the interest rate provided in the note for which this mortgage is security; and that failure to repay any said advance with interest within one (1) month from date of such advancement shall constitute a default, rendering the entire debt including such advancement, together with all accrued interest, immediately due and payable without notice.

3. That all indebtedness secured hereby shall be paid in lawful money of the United States of America.

4. It is agreed that the Grantee's failure to exercise any rights hereunder upon any default shall not be deemed a waiver or relinquishment of its rights to do so with respect to said default or upon any subsequent default.

5. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

NOW THEREFORE, if all the agreements herein contained shall be fully and faithfully performed and said note shall be well and truly paid in all respects according to its tenor, then this deed shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto caused to be set its hand this 11 day of September, 1994.

Signed, sealed and delivered in the presence of:

Walter H. Mayo
Walter H. Mayo

Cristina Walth
Cristina Walth

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC

Michael J. Karski
Its Executive Director

STATE OF CONNECTICUT

: ss. Wethersfield September 11, 1994

COUNTY OF HARTFORD

On this 11 day of September, 1994, before me, the undersigned officer, personally appeared Michael J. Karski, known to me (or satisfactorily proved) to be the Executive Director of Greater Hartford Architecture Conservancy, Inc., a Connecticut nonstock corporation, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as said Executive Director, on behalf of said corporation.

In witness whereof I hereunto set my hand.

Walter H. Mayo
Commissioner of the Superior Court

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SCHEDULE A

A certain piece or parcel of land, together with the buildings and improvements thereon, known as Nos. 140-144 Retreat Avenue in the Town of Hartford, County of Hartford and State of Connecticut and being more particularly bounded and described as follows:

- NORTHWEST:** By Retreat Avenue, 91.97 feet;
- NORTHEAST:** By land now or formerly of Donato A. Palermine and Lawrence L. Malinconico, 167.57 feet;
- SOUTHEAST:** By land now or formerly of the Essex Street Corporation 99.20 feet; and,
- SOUTHWEST:** By Essex Street, 165 feet.

Said premises are subject to any and all provisions of any ordinance, municipal regulation or public or private law. Said premises are further subject to the balance of taxes on the Grand List of October 1, 1993, and thereafter, and to other encumbrances of record, if any.

Jun-22-00 03:12 GLK&B LLC

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MORTGAGE NOTE

\$115,000.00

September 16, 1994
Wethersfield, Connecticut

FOR VALUED RECEIVED, the undersigned promises to pay to the order of MARC JEROME GLASS, at 1310 Silas Deane Highway, Wethersfield CT 06109-4352, or at such other place as the holder hereof shall designate in writing, the principal sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00) DOLLARS, with interest on the unpaid balance from and after September 1, 1996, at the rate of Seven (7.0%) percent per annum, hereon and together with all costs of collection, including a reasonable attorney's fee, if this note shall be referred after default to an attorney-at-law for collection or if an action of foreclosure shall be instituted after default on this note or any mortgage securing this note.

The undersigned promises to pay the said principal and interest as follows: Monthly principal and interest payments in the amount of \$1335.25 shall be made on the first day of each month beginning on October 1, 1996, with the entire unpaid principal and accrued interest due and payable on September 1, 2006.

The undersigned reserve the right to pay at any time the entire unpaid principal (plus interest accrued to the date of payment) with no prepayment penalty, provided, however that any such prepayment shall be accompanied by a prepayment fee equal to the amount of interest which would have accrued had interest run from September 1, 1994. Notwithstanding the foregoing, however, any prepayment fee payable after September 1, 1996 shall be reduced by \$134 for each month from September 1, 1996 to the date of such prepayment.

As additional interest, the undersigned agrees to pay the holder hereof an amount equal to one-third of the net profit, if any, from any sale of the mortgaged property prior to September 1, 1996. "Net profit" shall mean the difference between (i) \$115,000 and (ii) the gross sales price less expenses of sale and less costs to the undersigned for taxes, insurance and security to the date of sale.

The undersigned agree to pay all taxes and assessments on the mortgaged property; to keep the same free from mechanic's liens; and to keep the same insured against loss by fire or otherwise, in such forms of insurance as afford at least as much coverage as at the time of transfer to the undersigned, naming holder hereof as a mortgagee insured.

If any payment due hereunder shall not have been paid within 30 days after the same is due, or if any other agreement of the makers herein contained shall be in default and shall not have been fully performed within 30 days after the written notice of default has been mailed to any makers hereof (addressed to the last known place of business of maker); or if title to said property is transferred,

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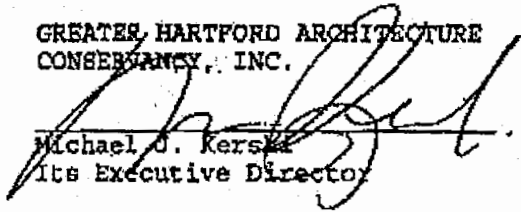
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Schedule B

then the entire unpaid principal, with accrued interest, shall, at the option of the holder hereof, become due and payable forthwith. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

This note shall be without recourse to maker or any of its directors or officers, and the holder hereof shall look solely to the property mortgaged to secure this note for repayment hereof. Notwithstanding the foregoing, maker shall remain liable to the extent of an amount equal to real property taxes, utility charges and property maintenance relating to the property which become due and payable but remain unpaid from the date hereof through September 30, 1996.

GREATER HARTFORD ARCHITECTURE
CONSERVANCY, INC.


Michael J. Kerska
Its Executive Director

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... as said grantee, and that said insurance will be
maintained for the benefit of and payable in case of loss to said

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE:	: CHAPTER 7
GREATER HARTFORD ARCHITECTURE CONSERVANCY, INC.	: CASE NO. 00-21425
Debtor	:

TRUSTEE'S NOTICE OF INTENT TO SELL

Notice is hereby given that John J. O'Neil, Jr, Trustee in the above case has received an offer from Hartford Hospital a specially chartered Connecticut corporation to purchase for the sum of \$275,000.00 a certain piece or parcel of land commonly known as 140-144 Retreat Avenue, Hartford, CT. Said property being more particularly described in Volume 3517 at Page 118 of the Hartford Land Records. Further details concerning said offer may be obtained from the Office of the Trustee, John J. O'Neil, Jr., 255 Main Street, Hartford, CT 06106.

THIS NOTICE IS GIVEN to permit parties in interest to object to the intended sale. Any person objecting to said private sale or alternatively, to make a higher and better offer for said property, should file with the Clerk of the United States Bankruptcy Court in writing

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GREATER HARTFORD ARCHITECTURE CONSERVANCY, INC. 00-21425

at 450 Main Street, Hartford, Connecticut 06103, not later than 5:00 P.M. on the 3rd
 day of March, 2003, an objection or higher offer to such private sale. In
 addition, a copy of such objection and/or higher offer should be served on the Trustee, John
 J. O'Neil, Jr., 255 Main Street, Hartford, Connecticut 06106, by the date set for the filing of
 the objections with the Clerk of the Bankruptcy Court. In the event that an objection is filed,
 a hearing will be held to consider such objection on the 6th day of March,
 2003 at 11:00 A.M. If higher offers are received, an auction will be held at the same
 date and time at the United States Bankruptcy Court, 450 Main Street, Hartford, Connecticut
 06103.

If no objections are filed with the Clerk of the Court, and served upon the Trustee,
 by 5:00 P.M. on the 3rd day of March, 2003, the Trustee will proceed with the
 private sale. Objections not timely filed and served may be deemed waived.

DEBORAH S. HUNT
 CLERK, U.S. BANKRUPTCY COURT

Dated: February 3, 2003

By: Beverly J. Leible
 Deputy Clerk

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

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Case: 00-21425

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The following entities were served by first class mail on Feb 05, 2003.

db +Greater Hartford Architecture, P.O. Box 290264, Wethersfield, CT 06129-0264
aty Alan N. Ponanski, Office of the Attorney General, 55 Elm Street, Third Floor Annex,
Hartford, CT 06106
aty +Alan S. Dambrov, Glass Lebovitz Kasheta & Bren, LLC, P.O. Box 129, 2049 Silas Deane Highway,
Rocky Hill, CT 06067-2332
aty Anthony S. Novak, Chorches & Novak, 1260 Silas Deane Highway, Wethersfield, CT 06109
aty Arnold K. Shmelman, Shipman & Goodwin LLP, One American Row, Hartford, CT 06103
aty David M.S. Shaiken, David M. S. Shaiken, P.C., 330 Main Street, Hartford, CT 06106
aty +David R. Purvis, 77 Buckingham Street, Hartford, CT 06106-1703
aty +David S. Hoopes, Mayo Gilligan & Zito, 100 Great Meadow Road, Wethersfield, CT 06109-2368
aty Hank D. Hoffman, Town Center, 29 South Main Street, Suite 215, West Hartford, CT 06107
aty Joan E. Pilver, Office of the Attorney General, 55 Elm Street, P.O. Box 120,
Hartford, CT 06141-0120
aty John J. O'Neil, Jr., Francis O'Neil Del Piano, LLC, 255 Main Street, Hartford, CT 06106
aty John S. Haverstock, 340 Broad Street, Suite 303, Windsor, CT 06095
aty Lowell L. Peterson, Community Law Practice, LLC, 2065-A Main Street, Hartford, CT 06120
tr John J. O'Neil, Jr., 255 Main Street, Hartford, CT 06106
smg Dept. of Revenue State of CT, Collections and Enforcement Div., 25 Sigourney Street,
Hartford, CT 06106
smg Labor Department, Employment Security Division, Delinquent Accounts, 200 Folly Brook Boulevard,
Wethersfield, CT 06109
ust U. S. Trustee, One Century Tower, 265 Church Street, Suite 1103, New Haven, CT 06510
2303413 902 Main Street Inc., Attn Pan Pacific, 1631 B S. Melrose Drive, Vista CA 92083
2303415 A Copy, P.O. Box 30069, Hartford CT 06150-0069
2303414 A&A Office Systems Inc., 16 Old Forge Road, Rocky Hill CT 06067
2303672 +A. M. Miller & Assocs. Inc., P.O. Box 1092, 3033 Excelsior Blvd., Minneapolis MN 55416-4688
2303420 ADT Security Systems Inc., 39 Lindeman Drive, Trumbull CT 06611
2303427 +AFCO, P.O. Box 286, 900 Lanidex Plaza, Parsippany NJ 07054-2707
2303428 AFCO, P.O. Box 18200, Newark NJ 07191-8200
2303453 ASDN Financial Acquisition Co., Attn Geoffrey Sager, Ten Executive Drive, Farmington CT 06032
2303457 AT&T, Attn Consolidated Collection, 910 15th St. 400, Denver CO 80202
2303456 AT&T, P.O. Box 371302, Pittsburgh PA 15250-7302
2303455 AT&T, P.O. Box 371430, Pittsburgh PA 15250
2303416 Abcon Exterminating Corp., 18 Knollwood Drive, Vernon CT 06066
2303417 Acme Auto Supply Inc., P.O. Box 330298, West Hartford CT 06133
2303418 Actoris Software Corporation, 1100 Centennial Blvd. 248, Richardson TX 75081
2303419 Ad Hoc, 159 Burnham Road, Avon CT 06001
2303421 +Aetna Casualty & Surety Co., P.O. Box 41523, Philadelphia PA 19101-1523
2303422 Aetna Casualty & Surety Co., P.O. Box 1998, Elmira NY 14902-1998
2303423 +Aetna Life & Casualty, Attn Dun & Bradstreet, P.O. Box 280410, East Hartford CT 06128-0410
2303424 +Aetna Life & Casualty, 151 Farmington Avenue, Hartford CT 06156-0002
2303425 Aetna Life Insurance Company, CityPlace, Hartford CT 06156
2303426 Aetna Property Services Inc., One Civic Center, Hartford CT 06156
2303429 Airborne Express, P.O. Box 91001, Seattle WA 98111
2303430 +Airborne Express, Attn Kaplan & Kaplan, P.O. Box 3000, Crofton MD 21114
2303431 +Alco Capital Resource Inc., P.O. Box 9115, Macon GA 31208-9115
2303432 Ales Roofing & Caulking, 100 Pearl Street, Hartford CT 06103
2303433 All American Moving & Storage, 695 High Street, Middletown CT 06457
2303434 All Temp Heating & Cooling Inc, P.O. Box 1096, South Windsor CT 06074
2303435 All Waste Inc. Trash Away, P.O. Box 310158, Newington CT 06131-0158
2303436 +Amadon & Associates Inc., 100 Wells, Hartford CT 06103-2928
2303437 Amber Construction & Design, 2 Becontree Heath Road, North Granby CT 06060
2303438 America's Magazine Distribut., 10700 Jersey Blvd. 520, Cucamonga CA 91730
2303439 +American Bag Company, P.O. Box 37080, Milwaukee WI 53237
2303440 American Building Systems, 200 Terryville Avenue Rt. 6, Bristol CT 06010
2303441 American Customs Service Inc., 167 43 Porter Road, Jamaica NY 11434
2303442 American Express, P.O. Box 114, Newark NJ 07101-0114
2303443 American Linen Supply Co., 490 Wethersfield Avenue, Hartford CT 06114
2303444 American Media Distributors, 48 23 55th Avenue, Maspeth, New York NY 11378
2303445 American Quick Print, 500 B Farmington Avenue, Hartford CT 06105
2303446 +American Savings Bank, 178 Main Street, New Britain CT 06051-2267
2303447 Angie's Printing & Mailing Inc, 247 Silas Deane Highway, Wethersfield CT 06109
2303448 Apple Commercial Credit, P.O. Box 7011, Troy MI 48007-7011
2303448 Apple Commercial Credit, Dept. 70501, P.O. Box 67000, Detroit MI 48267-0705
2303450 Aramark, Attn Connecticut Mutual, 140 Garden Street M SG20, Hartford CT 06154
2303451 Arch St. Assoc., LP; The Metro Realty, Group LTD and Geoffrey Sager, Hank D. Hoffman, Esq.,
29 South Main Street, Suite 215, West Hartford, CT 06107
2303452 Arch Street Assoc., LP, Metro Realty Group Ltd., The, 10 Executive Drive, Farmington, CT 06032
2303451 Argus Security Group Inc., 52 Oakland Avenue, East Hartford CT 06108
2303808 Armelin & Natalia Valinho, 115 S. Highland Street, West Hartford CT 06119
2303244 Armelin S. Valinho, c/o David M.S. Shaiken, Esq., 330 Main Street, Hartford, CT 06106
2303452 Arrow Window Shade Mfg. Co., 1252 Berlin Turnpike, Wethersfield CT 06109
2303454 Associated Bag Company, 400 West Boden Street, Milwaukee WI 53207
2303459 +Atlantic Capital Corporation, 44 School Street, Boston MA 02108-4201
2303458 Atlantic Capital Corporation, Attn Albert Delaney, 874 Bloomfield Avenue,
West Hartford CT 06117
2303460 Atlantic Glass Co., 28 Hoadley Place, Hartford CT 06120
2303461 Atlantic Sales Co., 1951 Park Street, Hartford CT 06106
2303462 Austin News Services, P.O. Box 270812, Nashville TN 37227
2303472 +BKM Total Office, 222 Pitkin Street, East Hartford CT 06108-3220
2303463 Bailey Pottery Equipment Corp., CPO Box 1577, 62 68 Ten Broeck Avenue, Kingston NY 12401
2303464 +Bank of Boston, 31 Pratt Street, Hartford CT 06103-1602
2303466 BarSafe Inc., 129 Weston Street, Hartford CT 06120

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2303465 +Barcarella Transportation Svcs, 225 Masarik Avenue, Stratford CT 06615-7252
2303467 +Bay State Florist Supply Inc., 285 Bear Hill Road, Waltham MA 02451-1016
2303469 Bearden Bros., 3200A Dug Gap Road, Dalton GA 30720
2303470 Beckett Publications, P.O. Box 809052, Dallas TX 75380-9052
2303471 Bell Atlantic Metro Mobile, P.O. Box 120250, Stamford CT 06912-0250
2303474 Bottom Line Payroll Svc Inc., 55 Town Line Road, Wethersfield CT 06109
2303476 Brian Thomas Candy & Tobacco, 25 Talcott Road, West Hartford CT 06110
2303475 Brian Thomas Candy & Tobacco, Attn Richard Seidman Esq., 50 Columbus Blvd., Hartford CT 06106
2303477 Brookwood Apts. Co. Ltd., Attn Richard Fogelman, 5400 Poplar Avenue, Memphis TN 38119
2303478 Brown & Williamson Tobacco Co., P.O. Box 35090, Louisville KY 40232
2303479 Bulbs Only, 954 Queen Street, Southington CT 06489
2303480 Business for Downtown Hartford, 253 Asylum, Hartford CT 06103
2303481 +C.M. Service Inc., 720 Barnum Avenue Cut off, Stratford CT 06614-5006
2303489 CBIA Health Connections, P.O. Box 150495, Hartford CT 06115
2303490 CBIA Health Connections, Attn Dun & Bradstreet, P.O. Box 280431, East Hartford CT 06128-0431
2303491 CDC Management, P.O. Box 463, 17 Talcott Notch Road, Farmington CT 06032
2303498 CTGNA Real Estate, 900 Cottage Grove Road, Bloomfield CT 06002
2303500 +CL&P Northeast Utilities, Attn Accelerated Collection, 182 Grand Street, Waterbury CT 06702-1914
2303501 CL&P Northeast Utilities, P.O. Box 2957, Hartford CT 06104
2303502 +CM Alliance Companies, 140 Garden Street, Hartford CT 06105-1488
2303536 CT Pay LLC, 266 Orchard Street, Rocky Hill CT 06067
2303537 CT State Council of Carpenters, Attn Nancy Gould Esq., One Commercial Plaza, Hartford CT 06103
2303482 Camera Bar Inc., 75 Asylum Street, Hartford CT 06103
2448246 Carlos M. Valinho, c/o David M.S. Shaiken, Esq., 330 Main Street, Hartford, CT 06106
2303809 Carlos Valinho, Armelino Valinho, 77 Buckingham Street, Hartford, CT 06106-1703
2303484 Carlton Supply Company, P.O. Box 6867, 15 Lafayette Street, Hartford CT 06106
2303485 Carpenter & Chapman Inc., 9 Belden Road, Bloomfield CT 06002
2303486 +Case Enterprises, 987 Asylum Avenue, Hartford CT 06105-2430
2303487 Cash N' Carry Wholesale Inc., 269 High Street, Hartford CT 06103
2303488 Cathcart & Cassella, 597 Farmington Avenue, Hartford CT 06105
2303493 Chap de Laine's, P.O. Box 176, 136 College Street, South Hadley MA 01075
2303494 Chappell Construction Develop- ment Building & Maintenance, 710 Windsor, Hartford CT 06120
2303496 +Chevron U.S.A. Inc., Attn Chevron Land & Develop., 575 Market Street, San Francisco CA 94105-2854
2303495 Chevron U.S.A. Inc., Attn Sherburne Powers & Need., One Beacon Street, Boston MA 02108
2303497 Chronicle Books, 275 Fifth Street, San Francisco CA 94103
2303499 Civic Center Mall, One Civic Center Plaza, Hartford CT 06103
2303503 Coastal Tool & Supply, 248 Sisson Avenue, Hartford CT 06105
2303504 +Coca Cola Bottling Co. of, New York Inc., 451 Main Street, East Hartford CT 06118-1452
2303506 +Commission on Community and, Neighborhood Development, 27 West Main Street, New Britain CT 06051-4207
2303507 Computer Resources, 365 Silas Deane Highway, Wethersfield CT 06109
2303508 Congress Rotisserie Inc., 49 Cherry Street, East Hartford CT 06108
2303509 Congress Rotisserie Inc., Attn Allan Koerner Agent, 214 Main Street, Hartford CT 06106
2303510 ConnectiCare, P.O. Box 30726, Hartford CT 06150
2303511 Connecticut Antiques Show, 394 Main Street, Hartford CT 06103
2303512 +Connecticut Courier, 53 Hurlbert, West Hartford CT 06110-1912
2303513 Connecticut General Life, Insurance Company, Hartford CT 06152
2303514 Connecticut Historical Commiss., 59 South Prospect Street, Hartford CT 06106
2303516 Connecticut Housing Finance, Authority, 40 Cold Spring Road, Rocky Hill CT 06067
2303515 Connecticut Housing Finance, Authority, 999 West Street, Rocky Hill CT 06067
2303517 Connecticut Housing Investment, Fund, 121 Tremont Street, Hartford CT 06105
2303518 Connecticut Lighting Center, Inc., 160 Brainard Road, Hartford CT 06114
2303519 Connecticut Magazine, 789 Reservoir Avenue, Bridgeport CT 06606
2303520 Connecticut Mutual Life Insur., 140 Garden Street, Hartford CT 06154
2303521 Connecticut Natural Gas, Attn Consiglio Parisi & Allen, P.O. Box 757, Farmingdale NY 11735-0757
2303522 Connecticut Natural Gas, Attn Executive Collection Svcs, 453 Main Street, Farmingdale NY 11735
2303523 +Connecticut Natural Gas, P.O. Box 1500, Hartford CT 06144-1500
2303527 Connecticut State of, Dept. of Labor, 200 Folly Brook, Wethersfield CT 06109
2303526 Connecticut State of, Dept. of Revenue Services, 25 Sigourney Street, Hartford CT 06106
2303525 +Connecticut State of, Office of Atty. General, 55 Elm Street, Hartford CT 06106-1774
2303524 Connecticut Telephone, 1271 South Broad Street, Wallingford CT 06492
2303528 ConnecticutCare Inc., 30 Batterson Park Road, Farmington CT 06032
2303826 Constance Williams, 726 Prospect Avenue, Hartford CT 06105
2303529 Consulting Environmental, Engineers Inc., 100 Shield Street, West Hartford CT 06110
2303532 +Copelco Capital Inc., One International Blvd., Mahwah NJ 07495-0080
2303530 Copelco Capital Inc., P.O. Box 728, Park Ridge NJ 07656-0728
2303531 Copelco Capital Inc., Attn Uscher Quat Uscher &, 401 Hackensack Avenue, Hackensack NJ 07601
2303533 Country Sportscards, 2806 Shorter Avenue, Rome GA 30165-8801
2303534 +Cranmore FitzGerald & Meaney, 49 Wethersfield Avenue, Hartford CT 06114-1164
2303535 Creative Building & Remodeling, 654 Wolcott Road, Wolcott Plaza, Wolcott CT 06716
2303538 +Cutter Development Corp., 300 Broad Street, Stamford CT 06901-2102
2303539 D&D Tile Company Inc., 306 Tolland Street, East Hartford CT 06108
2303540 D&S Construction Corp., 10 Executive Drive, Farmington CT 06032
2303541 D&S Distributors, P.O. Box 104, Westport CT 06881-0104
2303543 DAP Financial Services, Attn Michael Kopsick Esq., 45 Hartford Turnpike, Vernon CT 06066
2421561 DAP Financial Services, John S. Haverstock, Esq., 340 Broad Street, Suite 303, Windsor, CT 06095
2303542 DAP Financial Services, 693 Bloomfield Avenue, Bloomfield CT 06002
2303546 DB Fueling System Inc., P.O. Box 40478, Providence RI 02940-0478
2303547 DCI Building Construct, 52 Holmes Road, Newington CT 06111
2303747 +Daniel R. Shefte, 31 instead Drive, Chapel Hill NC 27516-16

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aRite Payroll Services Inc, Attn Cornerstone Credit Corp., P.O. Box 3367,
 Waterbury CT 06705-0367
 aRite Payroll Services Inc, P.O. Box 312, 30 Brookfield Street, South Windsor CT 06074
 id F. Ransom, 33 Sunrise Hill Drive, West Hartford CT 06107
 arco Miles & Murphy, 1 Talcott Street, Hartford CT 06103
 ta Air Lines, One Financial Plaza, Hartford CT 06103
 ta Electric Inc., 614 Franklin Avenue, Hartford CT 06114
 in Rite, P.O. Box 182, Rocky Hill CT 06067
 o Fast Northeast, P.O.Box 280127, 22 Tolland Street, East Hartford CT 06108-3437
 st Hartford Sand & Gravel, 1881 Main Street, East Hartford CT 06108
 st Hartford Tax Collector, 740 Main Street, East Hartford CT 06108
 stern News Distributors Inc, Attn Steven Sugarmann Esq., P.O. Box 3996,
 New Haven CT 06525-0996
 stern News Distributors Inc, P.O. Box 65449, Charlotte NC 28265-0449
 stern News Distributors Inc., 2020 Superior Street, Sandusky OH 44870
 ent Resources Inc., 150 New Park Avenue, East Hartford CT 06106-2159
 IC for Central Bank, P.O. Box 868, Meriden CT 06450
 B Realty Advisors Inc., 20 East Fifth Street, Tulsa OK 74103
 rmington Avenue Associates, Attn CDC Financial Corp., 17 Talcott Notch Road,
 Farmington CT 06032
 rmington Ready Mix Inc., P.O. Box 344, 164 Brickyard Road, Farmington CT 06032-1202
 deral Express, Attn Capital Resource Credit, P.O. Box 39046, Minneapolis MN 55439-0046
 deral Express, P.O. Box 1140, Memphis TN 38101-1140
 deral Home Loan Bank of, Boston, One Financial Center, Boston MA 02111
 nkeldy Inc., P.O. Box 462, Westbrook CT 06498
 eet Bank, P.O. Box 366, Providence RI 02901-0366
 eet National Bank, P.O. Box 5091, Hartford CT 06102
 lowers Central Inc., Attn Milliken & Michaels, P.O. Box 7768, Metairie LA 70010
 lowers Central Inc., 130 South Charles Street, Daytona Beach FL 32114
 rank A. Blesso Inc., P.O. Box 260884, 281 Huyshope Avenue, Hartford CT 06106-2807
 rank T. Capetta P.E., P.O. Box 654, Simsbury CT 06070
 riedman Kannenburg & Co. PC, 91 South Main Street, West Hartford CT 06107
 E Capital, P.O. Box 94578, Cleveland OH 44101-4578
 eneral Building Supply Co., 367 Ellington Road, East Hartford CT 06108-1155
 eneral Electric Company, GE RCA Consumer Service, P.O. Box 34800, Louisville KY 40232-4800
 eneral Electric Company, GE Appliances Contract, P.O. Box 640025, Pittsburgh PA 15264-0025
 eneral Electric Company, Attn Dehaan & Associates, P. O Box 429321, Cincinnati OH 45242-9321
 insburg Feldman & Bress, 1250 Connecticut Avenue N.W., 800, Washington DC 20036
 lass Lebovitz & Dubois, 2049 Silas Deane Highway, Rocky Hill CT 06067
 lastonbury Bank & Trust, 2461 Main Street, Glastonbury CT 06033
 raco Electrical Supplies Inc., 250 Main Street, East Windsor CT 06088
 reat American Insurance Cos., Attn R. C. Knox & Co. Inc., One Goodwin Square,
 Hartford CT 06103
 reat American Insurance Cos., Dept. 1877, Cincinnati OH 45274-1877
 reater Hartford Convention &, Visitors Bureau, One Civic Center Plaza, Hartford CT 06103
 reater Hartford Realty, Management Corporation, 343 Garden Street, Hartford CT 06112
 H. P. Kopplemann Inc., P.O. Box 145, Hartford CT 06141-0145
 Harper & Whitfield P.C., 314 Farmington Avenue, Farmington CT 06032
 Hartford City of, Attn John Shea Jr. Esq., 550 Main Street, Hartford CT 06103
 Hartford Dept. of Licenses Ins, 550 Main Street, Hartford CT 06103
 Hartford Dispatch & Warehouse, 225 Prospect Street, East Hartford CT 06108
 Hartford Downtown Council, 250 Constitution Plaza, Hartford CT 06103
 Hartford Foundation for, Public Giving, 85 Gillette Street, Hartford CT 06119-2107
 Hartford Holiday Inn, 50 Morgan Street, Hartford CT 06120-2907
 Hartford Hospital, Arnold K. Shimelman, Esq., Shipman & Goodwin, LLP, One American Row,
 Hartford, CT 06103
 Hartford Police Dept., 50 Jennings Road, Hartford CT 06120
 Hartford Publishing Group, 196 Trumbull Street, Hartford CT 06103
 Hartford Tax Collector, 550 Main Street, Hartford CT 06103
 Hoffman Ford Porsche Audi, 600 Connecticut Blvd., East Hartford CT 06108
 Hollister's Greenhouses, 11 Loomis Street, North Granby CT 06060
 Howard W. Smith Associates, 39 B Willard Street, Hartford CT 06105
 Hybrid Communicaiton, 11 South Main Strèt 9A, Marlborough CT 06447
 ITT Hartford, P.O. Box 620, New Hartford NY 13413
 ITT Hartford, P.O.Box 150407, Hartford CT 06115-0407
 Imagineers Inc., 635 Farmington Avenue, Hartford CT 06105
 Imperial Plumbing Co. Inc., 981 Sullivan Avenue, South Windsor CT 06074
 Imprint, 20 Isham Road, West Hartford CT 06107
 Ingram Periodicals Inc., P.O. Box 7000, 1226 Heil Quaker Blvd., La Vergne TN 37086-3515
 Ingram Periodicals Inc., P.O. Box 65273, Charlotte NC 28265-0273
 Inside & Out Commercial, Maintenance Corp., 54 Elm Street, Hartford CT 06106
 Insurance Innovators, 1501 E. Main Street, Meriden CT 06450
 Integrated Solutions Inc., 136 Summit Avenue, Montvale NJ 07645
 Internal Revenue Service, Andover MA 05501
 J. E. Roberts Companies, 11 Canal Center Plaza, Alexandria VA 22314
 J.A.M. Snacks, 163 South Street 96, Danbury CT 06810
 J.D.C. Enterprises, 2 Phelps Street, Glastonbury CT 06033
 J.D.C. Enterprises, Attn George Furtill Esq., 2534 Main Street, Glastonbury CT 06033
 JWP McPhee Inc., 503 Main Street, Farmington CT 06032
 James K. Grant Associates, 2074 Park Street, Hartford CT 06106
 James Poole, Attn Irving Pinsky Esq., P.O. Box 1469, New Haven CT 06506
 James Vance and Associates, Attn William Brætz Esq., CityPlace I, Hartford CT 06103
 James Vance and Associates, 57 Gillett Street, Hartford CT 06105
 Jensen Lock Co., 874 Park Street, Hartford CT 06106

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2303630 Johnson & Grandahl Inc., 414 Hudson Street, Hartford CT 06106
 2303573 +Joseph Gaudiana, 10 Marshall House, Hartford CT 06109-3974
 2303631 Joseph Merritt & Company, Attn William Reveley Esq., 111 Hartford Turnpike, Tolland CT 06084
 2303667 Joseph Merritt & Company, 650 Franklin Avenue, Hartford CT 06114
 2303633 K&D Associates LP, Attn Marone Messina & Seifel, 10 Stanford Drive, Farmington CT 06032
 2303505 Katia Collins, 15 Evergreen Street, Hartford CT 06105
 2303635 Kelly Fradet Ellington Inc., 99 West Road, Ellington CT 06029
 2303634 +Kelly Trailer & Container Inc., P.O. Box 1132, West Springfield MA 01090-1132
 2310679 Kessler Construction Co., The, 244 Prospect Avenue, Hartford, CT 06106
 2303637 Killingworth Sanitation, P.O. Box 655, Killingworth CT 06419
 2303639 Kinko's Inc., P.O. Box 8033, Ventura CA 93002-8033
 2303638 Kinko's Inc., Customer Admin. Services, P.O. Box 105522, Atlanta GA 30348-5522
 2303641 +Koll Corporate Services, for Fleet Bank N.A., 20 Church Street 16th Fl.,
 New Haven CT 06510-3304
 2303643 Kula Professional Photo-, Finishing Laboratories Inc., 141 Meadow Street, Hartford CT 06114
 2303823 L. E. Whitford Co. Inc., 58 Connecticut Blvd., East Hartford CT 06108
 2303645 LaSalle Partners Asset Mge., Civic Center Mall, One Civic Center Plaza, Hartford CT 06103
 2303646 LaSalle Partners Asset Mge., Attn Elliot Lane Esq., 360 Main Street, Hartford CT 06106
 2303647 +Lawrence B. Eisner dba, Eisner Development Group, 88 Church Hill Road, Hamden CT 06517-1507
 2303558 Lawrence B. Eisner dba, Eisner Development Group, 1261 Brooklawn Road, Atlanta GA 30319
 2303648 Leonard & Associates, P.O. Box 10, South Glastonbury CT 06073
 2303649 Light Opera Gallery, 174 Grant Avenue, San Francisco CA 94108
 2303650 Lisbon Building Maintenance, 76 Francis Avenue, Hartford CT 06106
 2303652 Lorillard Tobacco company, One Park Avenue, New York NY 10016
 2303661 MCI Telecommunications, Attn Nationwide Credit Inc., P.O. Box 740603, Atlanta GA 30374
 2303659 MCI Telecommunications, 205 North Michigan Avenue, Chicago IL 60601
 2303660 MCI Telecommunications, P.O. Box 85053, Louisville KY 40285
 2303653 Mac Gray Co. Inc., 22 Water Street, Cambridge MA 02141
 2303654 Manaford Brothers Inc., P.O. Box 99, Plainville CT 06062
 2303655 Manchester Tobacco & Candy Co., 78 Sanrico Drive, Manchester CT 06040
 2303656 Manchester Tobacco & Candy Co., Attn O'Connell Flaherty &, 10 Columbus Blvd.,
 Hartford CT 06106
 2376246 Marc Jerome Glass, Alan S. Dambrov, Esq., Cooley, Shrair, PC, 1380 Main Street,
 Springfield, MA 01103
 2303657 Mayo Gilligan & Zito, 100 Great Meadow Road, Wethersfield CT 06109
 2303658 McCauley Enterprises Inc., P.O. Box 2472, Hartford CT 06146-2472
 2303665 +Mechanics Savings Bank, P.O. Box 2380, Hartford CT 06146-2380
 2303664 Mechanics Savings Bank, Attn Jonathan Alter Esq., 100 Pearl Street, Hartford CT 06103
 2303663 Mechanics Savings Bank, 100 Pearl Street, Hartford CT 06103
 2303666 Media Masters, 48 23 55th Avenue, Maspeth NY 11378
 2303668 Metcalfe Glass Co. Inc., 287 Park Street, Hartford CT 06106
 2303669 Metro Realty Construction Corp, Attn Geoffrey Sager, 10 Executive Drive, Farmington CT 06032
 2303671 Millane Nurseries Inc., 604 Main Street, Cromwell CT 06416
 2303673 Milward Corporation, P.O. Box 449, Hartford CT 06141
 2303675 +MobileMedia, P.O. Box 23568 0062, Newark NJ 07189-0001
 2303676 MobileMedia, 50 Soldiers Field Place, Brighton MA 02135
 2303674 +MobileComm, P.O. Box 23568 0062, Newark NJ 07189-0001
 2303678 Mystic Air Quality Consultants, 1204 North Road, Groton CT 06340
 2448245 Natalie F. Valinho, c/o David M.S. Shaiken, Esq., 330 Main Street, Hartford, CT 06106
 2303681 National Equity Fund Inc., 547 West Jackson 601, Chicago IL 60661
 2303679 +National Equity Fund Inc., Attn Gregory Whitehead Esq., 1 South Wacker Drive,
 Chicago IL 60606-4614
 2303680 National Equity Fund Inc., Attn Portfolio Management, 118 North Clinton Street 101,
 Chicago IL 60661
 2303682 National Trust for Historic, Preservation, 1785 Massachusetts Avenue N.W., Washington DC 20036
 2303683 Nationwide Mutual Insur. Co., P.O. Box 15457, Worcester MA 01615-0457
 2303684 New Britain Board of Water Co., 1000 Shuttle Meadow Avenue, New Britain CT 06052
 2303685 New Britain Candy Co., P.O.Box 7060, Kensington CT 06037
 2303688 New Britain City of, 27 West Main Street, New Britain CT 06051
 2303686 +New Britain Commission on, Community & Neighborhood Dev., 27 West Main Street,
 New Britain CT 06051-4207
 2303687 New Britain Tax Collector, 27 West Main Street, New Britain CT 06051
 2303689 New Britain City of, Attn Mark McGuire Esq., P.O. Box 55, New Britain CT 06050
 2303690 New England Publishing &, Consulting, P. O.Box 231116, Hartford CT 06123
 2303691 Noreika Rosenfeld & Hupp LLC, 111 Founders Plaza, East Hartford CT 06108
 2303692 Northeast Accounting Svcs Inc., P.O. Box 270726, West Hartford CT 06127
 2303693 Northeast Copy Inc., 700 Corporate Row, Cromwell CT 06416
 2303694 Northwest Air Line, Bradley International Airport, Windsor Locks CT 06096
 2303695 O'Connell Real Estate App., 800 Silver Lane 230, East Hartford CT 06118
 2303696 O.K. Coop Electric Motor Rep., 147 Homestead Avenue, Hartford CT 06112
 2303697 Oliner Combelic Inc., 355 Highland Avenue, Cheshire CT 06410
 2303698 Oliveri Corporation, 37 Airport Road, Hartford CT 06114
 2303699 Otis Elevator Co., 242 Pitkin Street, East Hartford CT 06108
 2303700 Overhead Door Co. of Htfd. Inc, 303 Locust Street, Hartford CT 06114
 2303701 Oxford Resources Corp., P.O.Box 699, Melville NY 11747
 2303702 Pace Motor Lines Inc., P.O. Box 87, Bridgeport CT 06601-0087
 2303703 Pace Motor Lines Inc., Attn Baker Govern & Baker, 1776 Pine Island Road 326,
 Plantation FL 33322
 2303706 Park Hardware, Attn H. Schiff (CN697521), P.O. Box 280245, East Hartford CT 06128
 2303705 Park Hardware, 415 Park Street, Hartford CT 06106
 2303707 Park Shop and Dine, The Hartford Downtown Council, 250 Constitution Plaza, Hartford CT 06103
 2303708 Parker Media, 196 Trumbull Street, Hartford CT 06103
 2303644 Paul LaChance Jr., B Hill road, Colchester CT 06415
 2303709 Peachtree Business Procs., P.O. Box 13290, Atlanta GA 3032

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303710 Peoples Savings Bank of, New Britain, Main Street, New Britain CT
303711 Perlstein & Ayars P.C., 131 New London Turnpike, Glastonbury CT 06033
303713 Personal Security Systems, P.O. Box 708, East Windsor CT 06088
303714 Phelan Chemical Co. Inc., 46 Johnson Street, W. Springfield MA 01089
303715 Philip Morris U.S.A., 120 Park Avenue, New York NY 10017-5592
303716 Phonecards Etc. Inc., P.O. Box 11495, Portland ME 04104
303719 Pitney Bowes, P.O. Box 12070, Albany NY 12212-2070
303718 Pitney Bowes, P.O. Box 12070, Colonie NY 12212-2070
303717 +Pitney Bowes, P.O. Box 85390, Louisville NY 40285
303721 +Postmaster, 114 Weston Street, Hartford CT 06120-1512
303722 Premier Signs, 763 Pine Street, Bristol CT 06010
303723 Promotion Marketing Phone Card, 210 Broadway 105, Lynnfield MA 01940
303724 Protix, 360 Bloomfield Avenue 204, Windsor CT 06095
303725 Protix, 4513 Vernon Blvd., Madison WI 53705
303726 R. C. Knox & Company, Attn I. C. Systems Inc., Box 64378, St. Paul MN 55164-0378
303640 R. C. Knox & Company, One Goodwin Square, Hartford CT 06103
303740 RWL Marketing, 240 Sargent Drive, New Haven CT 06511
303729 Reznick Fedder & Silverman, 1900 Redwood Tower, 217 East Redwood Street,
Baltimore MD 21202-3316
303727 +Richard R. Rangoon, 15 Brookside Place, West Hartford CT 06107-1114
303731 Riverside Publications, P.O. Box 62, Hartford CT 06141-0062
303733 Robinson & Cole, Attn Theodore Tucci Esq., One Commercial Plaza, Hartford CT 06103
303735 Robinson Pest Control, P.O. Box 320416, Hartford CT 06132
303734 Robinson Pest Control, Attn Credit Bureau of CT Inc., P.O. Box 26776, West Haven CT 06516-0966
303736 +Roncari Industries Inc., P.O. Box 1770, South Main Street, East Granby CT 06026
303737 Roth Lumber & Hardware Supply, 2113 Main Street, Hartford CT 06120
303821 Roy F. Weston Inc., P.O. Box 8500 (S 6175), Philadelphia PA 19178-6175
303738 Roy F. Weston Inc., P.O. Box 979, 525 Brook Street, Rocky Hill CT 06067
303739 Russo Brothers Inc., 321 West Service Road, Hartford CT 06120
303753 S. H. Smith & Co., 41 North Main Street, West Hartford CT 06107
303758 SNET, Attn C.C.S., P.O. Box 9120, Newton MA 02166-9120
303759 SNET, Attn H. Schiff Esq CNS96412MD, 1205 Main Street, East Hartford CT 06108
303756 +SNET, Dept. 1040, 300 George Street, New Haven CT 06511-6624
303761 SNET, Attn Equifax, P.O. Box 5409, Albany NY 12205
303755 SNET, P.O. Box 1861, New Haven CT 06508-0901
303762 SNET Linx, P.O. Box 9823, New Haven CT 06536
303763 SNET Linx, Attn Credit Bureau of CT Inc., P.O. Box 26776, West Haven CT 06516-0966
303741 Safeguard Business Systems, P.O. Box 1749, Ft. Wash PA 19034
303742 Safenest Security Systems, 3440 Main Street, East Hartford CT 06120
303743 Sager Development Corporation, Attn Geoffrey W. Sager, Ten Executive Drive,
Farmington CT 06032
303744 +Schwartz Parking Inc., P.O. Box 4, Hartford CT 06141-0004
303745 Security Uniforms, 48 Broad Street, New Britain CT 06053-4305
303746 Shared Technologies Cellular, 100 Great Meadow Road 102, Wethersfield CT 06109
303748 Siamese Imports Co. Inc., 450 West John Street, Hicksville NY 11801
303749 Sign Stop, 642 Silas Deane Highway, Wethersfield CT 06109
303750 Signs & Unique Designs, 18 Fairview Street, West Hartford CT 06119-1808
303752 +Simplex Time Recorder Co., Dept. CH 10320, Palatine IL 60055-0001
303764 +Snow Sound, 441 Baileyville Road, Middlefield CT 06455-1083
303765 Sonitrol Communications Corp., 100 Constitution Plaza, Hartford CT-06103
303766 Sonitrol Security Systems of, Hartford Inc., 100 Constitution Plaza, Hartford CT 06103
303767 +Southside Media, The Hartford News, 191 Franklin Avenue, Hartford CT 06114-1386
303768 Spama Inc., 267 Fourth Avenue, Brooklyn NY 11215
303769 +Specialized Business Solutions, 215 Long Beach Blvd. 523 43, Long Beach CA 90802-3136
303770 +Speedimpex USA Inc., 35 02 48th Avenue, Long Island City NY 11101-2445
07033 State of CT Dept. of Labor, Joan E. Pilver, Esq., Office of the Attorney General,
55 Elm Street, P.O. Box 120, Hartford, CT 06106
03114 State of CT Dept. of Labor, Unemployment Compensation Division, Delinquent Accounts Unit,
200 Folly Brook Boulevard, Wethersfield, CT 06109
70520 +State of CT Dept. of Revenue Services, C&E Division, Bankruptcy Section, 25 Sigourney Street,
Hartford, CT 06106-5001
59626 +State of Connecticut, Connecticut Historical Commission, Alan N. Ponanski, Esq., Asst Atty Gen.,
P.O. Box 120, 55 Elm Street, Third Fl., Hartford, CT 06141-0120
03771 Steinberg & Cathcart LLC, 43 Woodland Street 250, Hartford CT 06105
03772 Stone Insurance Agency, P.O. Box 909, Meriden CT 06450
03773 Storage USA, 171 Roberts Street, East Hartford CT 06108
03775 Suburban Sanitation Service, P.O. Box 307, Canton CT 06019
03774 Suburban Sanitation Service, Attn Roger Anstey Esq., 110 Hopmeadow Street, Simsbury CT 06089
03776 Suburban Services, 97 West Dudley Town Road, Bloomfield CT 06002
33777 Syroco Inc., 83 Pine Street, Peabody MA 01960
33790 +TNT Red Star Express Inc., 24 Wright Avenue, Auburn NY 13021-3100
33778 TelePaul Promotions, 193 Northampton Street, Easthampton MA 01027
33779 Tents Unlimited Inc., 1695 East Main Street, Torrington CT 06790
33780 Texaco Credit Card Service, Attn GC Service, 6330 Gulfton, Houston TX 77081
33782 Texaco Credit Card Services, Box 31129, Tampa FL 33631-3129
33781 Texaco Credit Card Services, P.O. Box 2000, Bellaire TX 77402
33468 +The Beacon Light & Supply, P.O. Box 1934, 180 Walnut Street, Hartford CT 06120-2883
33492 The Central Baptist Church, 457 Main Street, Hartford CT 06103
33783 The Gold Sheet, Attn C.M.S., P.O. Box 11075, Cincinnati OH 45211
33582 The Gold Sheet, 9255 Sunset Blvd. 523, Los Angeles CA 90069
33605 The Hartford, 4401 Middle Settlement Road, New Hartford NY 13413
33592 The Hartford Courant, P.O. Box 40000, Hartford CT 06151
33784 The Hartford Courant, Att Commercial Corp. of Am., P.O. Box 280795, East Hartford CT 06128

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District/off: 0205-2
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User: leible
Form ID: #02

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Total Served: 443

Date Rcvd: Feb 03, 2003

- 2303596 The Hartford Food System, Attn Dunbar Office Refreshment, 96 Old Poquonock Road, Bloomfield CT 06002
- 2303599 +The Hartford Hospital, Attn Accounts Rec., 80 Seymour Street, Hartford CT 06115-2700
- 2303600 The Hartford Lumber Co., 17 Albany Avenue, Hartford CT 06120
- 2303606 The Hearst Corporation, 959 Eight Avenue, New York NY 10019
- 2303785 The Hearst Corporation, Attn Mid Continent Adjustment, P.O. Box 705, Buffalo NY 14226-0705
- 2303609 The Howard & Bush Foundation, 85 Gillett Street, Hartford CT 06105
- 2303610 +The Hudson Paper Company, 1341 West Broad Street., Stratford CT 06615-5761
- 2303621 +The International Live Enter-, tainment & Amusement Industry, 49 Music Square West, Nashville TN 37203-3213
- 2303624 The J. P. Morgan Hotel, Goodwin Square, Hartford CT 06103
- 2303632 The Journal Inquirer, 306 Progress Drive, Manchester CT 06040
- 2303636 The Kessler Construction Co., 244 Prospect Avenue, Hartford CT 06106
- 2303786 The Kessler Construction Co., Attn National Revenue Corporan, P.O. Box 13188, Columbus OH 43213
- 2303651 The Litchfield County Times, 32 Main Street, New Milford CT 06776
- 2303788 The Metropolitan District, Attn Steven Nassau Esq., 66 Cedar Street, Newington CT 06111
- 2303787 The Metropolitan District, Attn Mantak and Christensen, 73 Russ Street, Hartford CT 06106
- 2303670 The Metropolitan District, 555 Main Street, Hartford CT 06103
- 2303677 +The Morizio Company, 27 Otis, Hartford CT 06114-2580
- 2303704 The Paper Chase Ltd., 55 Pratt Street, Hartford CT 06103
- 2303730 The Richardson, 942 Main Street, Hartford CT 06103
- 2303789 Tilcon Connecticut Inc., P.O. Box 67, North Branford CT 06471
- 2303791 +Trader Publishing Company, P.O. Box 17359, Clearwater FL 33762-0359
- 2303792 Trash Away Inc., 21 Christian Lane, New Britain CT 06051
- 2303793 Traverso Masonry Restoration, 131 Gridley Street, Bristol CT 06010
- 2303794 Turley Publications Inc., Attn S. S. Sampliner & Co., 505 Eight Avenue, New York NY 10018
- 2303795 Turley Publications Inc., 24 Water Street, Palmer MA 01069
- 2303796 U Design Inc., 270 Farmington Avenue, Hartford CT 06105
- 2303805 US Air, 3 Concorde Way, Concorde Professional Center, Windsor Locks CT 06096
- 2303806 USA Today New York, Accounting Dept., 99 Seaview Blvd. 312, Port Washington NY 11050
- 2303807 USTravel Systems, 638 Asylum Avenue, Hartford CT 06105
- 2303797 Union Trust, 10 State House Square, Hartford CT 06103
- 2303799 United Brotherhood of Carp., (Local Union 43), 885 Wethersfield Avenue, Hartford CT 06114
- 2303798 United Brotherhood of Carp., Attn Barbara Collins Esq., 21 Oak Street, Hartford CT 06106
- 2303800 United Paint & Wallpaper, 669 Silas Deane Highway, Wethersfield CT 06109
- 2303801 United Parcel Service, P.O. Box 85036, Louisville KY 40285-5036
- 2303412 United States Attorney, creditor agency, P.O. Box 1824, New Haven CT 06508
- 2303802 United States Dept. of Inter., National Park Service, 2nd & Chestnut Streets, Philadelphia PA 19106
- 2303803 United States Postal Service, Barry Square Station, 645 Maple Avenue, Hartford CT 06114
- 2303804 +Universal Printing, 18 Elms, Hartford CT 06118-2609
- 2303811 Venora Electric Inc., 71 W. Dudleytown Road, Bloomfield CT 06002
- 2303812 Verna Perry, Attn Morton M. Webber Esq., 28 Grand Street, Hartford CT 06106
- 2303712 Verna Perry, 35 Warwick Street, Springfield MA
- 2303813 Vizability Inc., 80 Production Court, New Britain CT 06051
- 2303814 W. W. Grainger Inc., Attn Wholesale Collectors, P.O. Box 48146, Niles IL 60714
- 2303815 W. W. Grainger Inc., Dept. 344 831149489, Palatine IL 60038-0001
- 2303585 W. W. Grainger Inc., 75 Maxim Road, Hartford CT 06114
- 2303584 +W. W. Grainger Inc., Attn American Receivable Rec., 915 Harger Road 240, Oak Brook IL 60523-1476
- 2303751 Walter Simmons & Sons Inc., P.O. Box E, East Granby CT 06026
- 2303816 +Want Ad Publications Inc., 128 Boston Post Road, Sudbury MA 01776-2453
- 2303817 +Waterbury Republican American, P.O. Box 2090, 389 Meadow Street, Waterbury CT 06702-1898
- 2303818 Westar Security Systems Inc., Attn Valentine & Kebartas In., P.O. Box 325, Lawrence MA 01842-0625
- 2303819 Westford Asset Management Inc, 50 Founders Plaza, East Hartford CT 06108
- 2303820 Westinghouse Security Sys., P.O. Box 78646, Dept. N, Phoenix AZ 85062-8646
- 2303822 Whalen's Chair Rental, Service Inc., 40 Hurlbert, Elmwood CT 06110
- 2303824 Whitney's Frame Shop, 24 Taylor Street, Hartford CT 06106-1940
- 2303825 Whittlesey & Hadley P.C., 147 Charter Oak Avenue, Hartford CT 06106

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

**** BYPASSED RECIPIENTS (undeliverable, * duplicate) ****

- 2303757* SNET, P.O. Box 1861, New Haven CT 06508-0901
- 2303760* SNET, P.O. Box 1861, New Haven CT 06508-0901

TOTALS: 0, * 2

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

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District/off: 0205-2
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Form ID: #02

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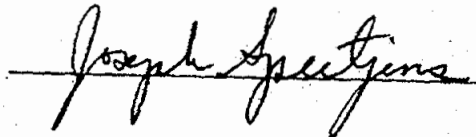
Date Rcvd: Feb 03, 2003

***** BYPASSED RECIPIENTS (continued) *****

Joseph Spectjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Feb 05, 2003

Signature:



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09/03/2002	68 Proposed Notice of Intent by Trustee John J. O'Neil To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) Last Day for Objections: 9/30/02 (B. Leible) (Entered: 09/03/2002)
09/30/2002	69 Objection By Creditor Marc J. Glass To [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. (B. Leible) (Entered: 09/30/2002)
10/01/2002	Reopen Document [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. (B. Leible) (Entered: 10/01/2002)
10/01/2002	70 Notice of Hearing Re: [68-1] Notice of Intent To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. scheduled For 10:00 10/29/02 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass scheduled For 10:00 10/29/02 at 7th Floor Courtroom (B. Leible) (Entered: 10/01/2002)
10/29/2002	Hearing Re: [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. continued to 10:00 12/10/02 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued to 10:00 12/10/02 at 7th Floor Courtroom (B. Leible) (Entered: 10/29/2002)
12/10/2002	Hearing Re: [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. continued to 10:00 1/14/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued to 10:00 1/14/03 at 7th Floor Courtroom (B. Leible) (Entered: 12/10/2002)
12/26/2002	71 Notice of Proposed Sale of Property: Copyrights in certain publications (see Notice for listing) by Trustee John J. O'Neil Last Day for Objections: 1/27/03 Hearing Scheduled for 10:00 1/30/03 at 7th Floor Courtroom (B. Leible) (Entered: 12/30/2002)
01/06/2003	72 Courts Certificate of Mailing by BNC Re: [71-1] Notice of Intent to Sell in certain Copyrights by John J. O'Neil Jr. (B. Leible) (Entered: 01/06/2003)
01/14/2003	Hearing Re: [68-1] Notice to Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being in excess of any realizable value) by John J. O'Neil Jr. continued to 10:00 2/13/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued to 10:00 2/13/03 at 7th Floor Courtroom (B. Leible) (Entered: 01/14/2003)
1/31/2003	73 Motion By Trustee John J. O'Neil To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT (B. Leible) (Entered: 02/03/2003)
1/31/2003	75 Notice of Proposed Sale of Property: 140-144 Retreat Avenue, Hartford, CT by Trustee John J. O'Neil Last Day for Objections: 3/3/03 Hearing Scheduled for 11:00 3/6/03 at 7th Floor Courtroom (B. Leible) (Entered: 02/03/2003)
2/03/2003	74 Notice of Hearing Re: [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. Scheduled For 10:00 2/18/03 at 7th Floor Courtroom (C. Blanchard) (Entered: 02/03/2003)

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02/07/2003	<u>76</u> Courts Certificate of Mailing by BNC Re: [74-1] Hearing Notice of, [75-1] Notice of Intent to Sell by John J. O'Neil Jr. (B. Leible) (Entered: 02/07/2003)
02/07/2003	<u>77</u> Notice of Hearing Re: [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. scheduled For 10:00 2/25/03 at 7th Floor Courtroom (B. Leible) (Entered: 02/07/2003)
02/13/2003	Hearing Re: [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. scheduled 10:00 2/25/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass scheduled 10:00 2/25/03 at 7th Floor Courtroom (B. Leible) (Entered: 02/13/2003)
02/14/2003	<u>78</u> Certificate of Service filed by John J. O'Neil for Trustee John J. O'Neil in re: [77-1] Hearing Notice of, [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. (C. Blanchard) (Entered: 02/18/2003)
02/25/2003	Hearing Re: [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. continued to 11:00 3/25/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued to 11:00 3/25/03 at 7th Floor Courtroom, [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. continued to 11:00 3/25/03 at 7th Floor Courtroom (B. Leible) (Entered: 02/25/2003)
03/03/2003	<u>79</u> Motion By Creditor 140 Retreat Avenue, LLC, Creditor Steven C. Brigham To Compel Trustee to Abandon subject property as it is burdensom to the estate and of inconsequential value and benefit to the estate Filing Fee \$ none Receipt # none . (B. Leible) (Entered: 03/03/2003)
03/03/2003	<u>80</u> Objection By Creditor 140 Retreat Avenue, LLC, Creditor Steven C. Brigham To [75-1] Notice of Intent to Sell by John J. O'Neil Jr. Hearing Scheduled for 11:00 3/6/03 at 7th Courtroom . (B. Leible) (Entered: 03/03/2003)
03/03/2003	<u>81</u> Contingent Counterbid filed by Lowell L. Peterson for Creditor 140 Retreat Avenue, LLC, Creditor Steven C. Brigham re: Trustee's Notice of Intent to Sell. (B. Leible) (Entered: 03/03/2003)
03/03/2003	Fee Paid RE: [79-1] Motion To Compel Trustee to Abandon subject property as it is burdensom to the estate and of inconsequential value and benefit to the estate by Steven C. Brigham, 140 Retreat Avenue, LLC (Filing Fee \$ 75.00 Receipt # 258425) (B. Leible) (Entered: 03/03/2003)
03/03/2003	<u>82</u> Amended Motion by Creditor 140 Retreat Avenue, LLC, Creditor Steven C. Brigham To Compel abandonment re: [79-1] Motion To Compel Trustee to Abandon subject property as it is burdensom to the estate and of inconsequential value and benefit to the estate by Steven C. Brigham, 140 Retreat Avenue, LLC (B. Leible) (Entered: 03/03/2003)
03/04/2003	<u>83</u> Notice of Hearing Re: [82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC scheduled For 11:00 3/25/03 at 7th Floor Courtroom (B. Leible) (Entered: 03/04/2003)
03/04/2003	Reopen Document [75-1] Sale Notice of by John J. O'Neil Jr. (B. Leible) (Entered: 03/04/2003)

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03/04/2003	<u>84</u> Notice of Hearing Re: [75-1] Notice of Intent to Sell by John J. O'Neil Jr. scheduled For 11:00 3/6/03 at 7th Floor (B. Leible) (Entered: 03/04/2003)
03/06/2003	Hearing Re: [75-1] Sale Notice of by John J. O'Neil Jr. continued to 11:00 3/25/03 at 7th Floor Courtroom, [80-1] Objection by Steven C. Brigham, 140 Retreat Avenue, LLC continued to 11:00 3/25/03 at 7th Floor Courtroom (B. Leible) (Entered: 03/06/2003)
03/07/2003	<u>85</u> Certificate of Service filed by Lowell L. Peterson for Creditor 140 Retreat Avenue, LLC, Creditor Steven C. Brigham in re: [83-1] Hearing Notice of, [82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC . (B. Roseberry) (Entered: 03/10/2003)
03/10/2003	<u>86</u> Certificate of Service filed by Lowell L. Peterson for Creditor 140 Retreat Avenue, LLC, Creditor Steven C. Brigham in re: [83-1] Hearing Notice of, [82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC . (P. Johnston) (Entered: 03/11/2003)
03/19/2003	<u>87</u> Motion By Alan S. Dambrov for Creditor Marc J. Glass To continue Hearing On:([82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC, [80-1] Objection by Steven C. Brigham, 140 Retreat Avenue, LLC, [75-1] Sale Notice of by John J. O'Neil Jr.) . (B. Leible) (Entered: 03/19/2003)
03/19/2003	<u>88</u> Motion By Lowell L. Peterson To Withdraw Attorney , To continue Hearing On:([82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC, [80-1] Objection by Steven C. Brigham, 140 Retreat Avenue, LLC, [75-1] Sale Notice of by John J. O'Neil Jr.) (B. Leible) (Entered: 03/19/2003)
03/20/2003	<u>89</u> Notice of Hearing Re: [88-1] Motion To Withdraw Attorney by Lowell L. Peterson scheduled For 10:00 4/4/03 at 7th Floor Courtroom (B. Leible) (Entered: 03/20/2003)
03/25/2003	Hearing Re: [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. continued 10:00 4/4/03 at 7th Floor Courtroom, [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. continued 10:00 4/4/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued 10:00 4/4/03 at 7th Floor Courtroom, [82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC continued 10:00 4/4/03 at 7th Floor Courtroom, [75-1] Sale Notice of by John J. O'Neil Jr. continued 10:00 4/4/03 at 7th Floor Courtroom, [80-1] Objection by Steven C. Brigham, 140 Retreat Avenue, LLC continued 10:00 4/4/03 at 7th Floor Courtroom (P. Johnston) (Entered: 03/25/2003)
04/04/2003	Hearing Re: [88-1] Motion To Withdraw Attorney continued to 10:00 4/11/03 at 7th Floor Courtroom, [82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 140 Retreat Avenue, LLC continued to 10:00 4/11/03 at 7th Floor Courtroom, [80-1] Objection by Steven C. Brigham, 140 Retreat Avenue, LLC continued to 10:00 4/11/03 at 7th Floor Courtroom, [75-1] Sale Notice of by John J. O'Neil Jr. continued to 10:00 4/11/03 at 7th Floor Courtroom, [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. continued to 10:00 4/11/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued to 10:00 4/11/03 at 7th Floor Courtroom, [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. continued to 10:00 4/11/03 at 7th Floor Courtroom

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	(B. Leible) (Entered: 04/04/2003)
04/11/2003	<u>90</u> Notice of Appearance And Request for Service of Notice By Myles H. Alderman for Creditor Steven C. Brigham. (P. Johnston) (Entered: 04/11/2003)
04/11/2003	<u>91</u> ORDER Granting [88-1] Motion To Withdraw Attorney . Involvement of attorney Lowell L. Peterson for 1140 Retreat Avenue, LLC, attorney Lowell L. Peterson for Steven C. Brigham Terminated , with Certificate of Mailing thereon. (P. Johnston) (Entered: 04/11/2003)
04/11/2003	Hearing Re: [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. continued 2:00 4/22/03 at 7th Floor Courtroom, [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. continued 2:00 4/22/03 at 7th Floor Courtroom, [69-1] Objection by Marc J. Glass continued 2:00 4/22/03 at 7th Floor Courtroom, [75-1] Sale Notice of by John J. O'Neil Jr. continued 2:00 4/22/03 at 7th Floor Courtroom, [80-1] Objection by Steven C. Brigham, 1140 Retreat Avenue, LLC continued 2:00 4/22/03 at 7th Floor Courtroom, [82-1] Amended Motion To Compel abandonment by Steven C. Brigham, 1140 Retreat Avenue, LLC continued 2:00 4/22/03 at 7th Floor Courtroom (P. Johnston) (Entered: 04/11/2003)
04/22/2003	<u>92</u> Motion By Creditor Steven C. Brigham For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) Per Attorney Alderman, motion not to be scheduled . (B. Leible) (Entered: 04/22/2003)
04/22/2003	Hearing Off RE: [82-1] Amended Motion To Compel abandonment by 1140 Retreat Avenue, LLC, Steven C. Brigham, [80-1] Objection by 1140 Retreat Avenue, LLC, Steven C. Brigham, [73-1] Motion To Sell Free And Clear of Liens 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr., [69-1] Objection by Marc J. Glass, [68-1] To Abandon Notice of To Abandon 140-144 Retreat Avenue, Hartford, CT (said premises being encumbered in excess of any realizable value) by John J. O'Neil Jr. . (B. Leible) (Entered: 04/22/2003)
04/22/2003	Hearing Held Re: [75-1] Sale Notice of by John J. O'Neil Jr.. (order to be submitted) (B. Leible) (Entered: 04/22/2003)
05/01/2003	<u>93</u> ORDER Granting [75-1] Sale Notice of property located at 140-144 Retreat Avenue, Hartford, CT by John J. O'Neil Jr. with Certificate of Mailing thereon. (B. Leible) (Entered: 05/01/2003)
05/06/2003	<u>94</u> Motion By Creditor Marc J. Glass To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue . (B. Leible) (Entered: 05/06/2003)
05/06/2003	<u>95</u> Support Affidavit Filed by Alan S. Dambrov for Creditor Marc J. Glass re: [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass. (B. Leible) (Entered: 05/06/2003)
05/06/2003	<u>96</u> Emergency Motion filed by Creditor Marc J. Glass To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford (B. Leible) (Entered: 05/06/2003)
05/06/2003	<u>97</u> Emergency Motion By Creditor Marc J. Glass for expedited hearing and To Limit Notice in

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re: [96-1] Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass (no action taken) (B. Leible) (Entered: 05/06/2003)

05/06/2003	<p><u>98</u> Request for a Hearing by Myles H. Alderman for Creditor Steven C. Brigham RE: [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham (B. Leible) (Entered: 05/06/2003)</p>
05/07/2003	<p><u>99</u> Notice of Hearing Re: [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass scheduled For 10:00 5/16/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass scheduled For 10:00 5/16/03 at 7th Floor Courtroom (B. Leible) (Entered: 05/07/2003)</p>
5/08/2003	<p><u>100</u> Notice of Hearing Re: [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham scheduled For 10:00 5/22/03 at 7th Floor Courtroom (B. Leible) (Entered: 05/08/2003)</p>
5/12/2003	<p><u>101</u> Certificate of Service filed by Alan S. Dambrov for Creditor Marc J. Glass in re: [99-1] Hearing Notice of, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass . (B. Leible) (Entered: 05/12/2003)</p>
5/12/2003	<p><u>102</u> Certificate of Service filed by Myles H. Alderman for Creditor Steven C. Brigham in re: [100-1] Hearing Notice of, [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham . (B. Leible) (Entered: 05/12/2003)</p>
/14/2003	<p><u>103</u> Objection By Creditor Marc J. Glass To [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham Hearing Scheduled for 10:00 5/22/03 at 7th Floor Courtroom. (B. Leible) (Entered: 05/14/2003)</p>
/16/2003	<p>Hearing Re: [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 10:00 5/22/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 10:00 5/22/03 at 7th Floor Courtroom (B. Leible) (Entered: 05/16/2003)</p>
22/2003	<p>Hearing Re: [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued to 10:00 6/3/03 at 7th Floor Courtroom, [103-1] Objection by Marc J. Glass continued to 10:00 6/3/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 10:00 6/3/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 10:00 6/3/03 at 7th Floor Courtroom (B. Leible) (Entered: 05/22/2003)</p>

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6/03/2003	Hearing Re: [103-1] Objection by Marc J. Glass continued to 11:00 6/13/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 11:00 6/13/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 11:00 6/13/03 at 7th Floor Courtroom, [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued to 11:00 6/13/03 at 7th Floor Courtroom (B. Leible) (Entered: 06/03/2003)
6/13/2003	Hearing Re: [103-1] Objection by Marc J. Glass continued to 11:00 6/26/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 11:00 6/26/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 11:00 6/26/03 at 7th Floor Courtroom, [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued to 11:00 6/26/03 at 7th Floor Courtroom (Reporting) (B. Leible) (Entered: 06/13/2003)
6/26/2003	Hearing Re: [103-1] Objection by Marc J. Glass continued to 11:00 7/17/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 11:00 7/17/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 11:00 7/17/03 at 7th Floor Courtroom, [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued to 11:00 7/17/03 at 7th Floor Courtroom (B. Leible) (Entered: 06/26/2003)
7/17/2003	Hearing Re: [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued to 11:00 7/24/03 at 7th Floor Courtroom, [103-1] Objection by Marc J. Glass continued to 11:00 7/24/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 11:00 7/24/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 11:00 7/24/03 at 7th Floor Courtroom (B. Leible) (Entered: 07/17/2003)
7/24/2003	<u>104</u> Ex Parte (amended) Emergency for Stay and to Continue the Stay Imposed by Bankruptcy Rules, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford to Enjoin the Recording of the Trustee's Deed (B. Leible) (Entered: 07/24/2003)
7/24/2003	<u>105</u> Support Brief filed by Alan S. Dambrov for Creditor Marc J. Glass In Re: [105-1] Support Brief by Alan S. Dambrov, [94-1] Motion To Reconsider and revoke Order re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass . (B. Leible) (Entered: 07/24/2003)
7/24/2003	<u>106</u> ORDER Denying [104-1] Ex Parte (amended) Motion Emergency for Stay and to Continue the Stay Imposed by Bankruptcy Rules, Rule 6004(g) to Prevent the Trustee from Completing a

	Sale of Real Estate Located at 140 Retreat Avenue in Hartford to Enjoin the Recording of the Trustee's Deed by Marc J. Glass, with Certificate of Mailing (for reasons stated on the record) (B. Leible) (Entered: 07/24/2003)
07/24/2003	Hearing Re: [103-1] Objection by Marc J. Glass continued to 2:00 8/5/03 at 7th Floor Courtroom, [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued to 2:00 8/5/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued to 2:00 8/5/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued to 2:00 8/5/03 at 7th Floor Courtroom (1/2 day) (B. Leible) (Entered: 07/24/2003)
07/28/2003	<u>107</u> Trustee's Report of Sale of Stock in two Connecticut Corporations: Greater Hartford Conservancy Housing, Inc. and Conservancy Building Preservation Holding Corp. (B. Leible) (Entered: 07/28/2003)
08/05/2003	Hearing Re: [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham continued 1:00 8/11/03 at 7th Floor Courtroom, [103-1] Objection by Marc J. Glass continued 1:00 8/11/03 at 7th Floor Courtroom, [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass continued 1:00 8/11/03 at 7th Floor Courtroom, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass continued 1:00 8/11/03 at 7th Floor Courtroom (One-half day set aside) (P. Johnston) (Entered: 08/06/2003)
08/11/2003	Hearing Off RE: [103-1] Objection by Marc J. Glass, [96-1] Stay Motion To Stay and Continue the Stay Imposed by Bankruptcy Rule, Rule 6004(g) to Prevent the Trustee from Completing a Sale of Real Estate Located at 140 Retreat Avenue in Hartford by Marc J. Glass, [92-1] Motion For Relief From Stay regarding 140 Retreat Avenue, Hartford, CT (Filing Fee \$75.00 Receipt # 259007) by Steven C. Brigham . (B. Leible) (Entered: 08/12/2003)
08/11/2003	Hearing Held Re: [94-1] Motion To Reconsider and revoke Order [93-1] re: Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue by Marc J. Glass. (Briefs due 30 days after receipt of transcript; Reply briefs due 2 weeks thereafter) (B. Leible) (Entered: 08/12/2003)
09/05/2003	Request for Transcript by Alan S. Dambrov for Creditor Marc J. Glass in re: 04/22/03, 7/24/03/08/05/03 & 08/11/03,also for 02-2233. (D. Levine) (Entered: 09/08/2003)
09/22/2003	<u>108</u> Motion By Myles H. Alderman for Creditor Steven C. Brigham To Withdraw Attorney . (B. Leible) (Entered: 09/23/2003)
09/23/2003	<u>109</u> Notice of Hearing Re: [108-1] Motion To Withdraw Attorney by Myles H. Alderman Jr. scheduled For 10:00 10/9/03 at 7th Floor Courtroom (B. Leible) (Entered: 09/23/2003)
09/25/2003	<u>110</u> Certificate of Service filed by Myles H. Alderman for Creditor Steven C. Brigham in re: [109-1] Hearing Notice of, [108-1] Motion To Withdraw Attorney by Myles H. Alderman Jr. (B. Leible) (Entered: 09/25/2003)

10/09/2003	Hearing Re: [108-1] Motion To Withdraw Attorney by Myles H. Alderman Jr. continued to 10:00 11/6/03 at 7th Floor Courtroom (B. Leible) (Entered: 10/09/2003)
11/06/2003	Hearing Re: [108-1] Motion To Withdraw Attorney by Myles H. Alderman Jr. continued to 2:00 11/20/03 at 7th Floor Courtroom (B. Leible) (Entered: 11/06/2003)
11/06/2003	111 Transcript of Hearing held on April 22, 2003 (B. Leible) (Entered: 11/06/2003)
11/06/2003	112 Transcript of Hearing held on July 24, 2003 (B. Leible) (Entered: 11/06/2003)
11/06/2003	113 Transcript of Hearing held on August 5, 2003 (B. Leible) (Entered: 11/06/2003)
11/06/2003	114 Transcript of Hearing held on August 11, 2003 (B. Leible) (Entered: 11/06/2003)
11/20/2003	<u>115</u> Order Granting Motion by Myles H. Alderman To Withdraw As Attorney (RE: <u>108</u>) Signed on 11/20/2003. (Jacobs, Dorothy) (Entered: 11/22/2003)
11/20/2003	<u>117</u> Order Granting Motion To Withdraw As Attorney (RE: <u>108</u>) Signed on 11/20/2003. (Humlicek, Nancy) Order originally docketed 11/20/03, but not served. (Entered: 12/11/2003)
12/08/2003	<u>116</u> Opposition Brief Filed by James C. Graham on behalf of Nevets, Inc. Interested Party, (Re:) <u>94</u> Motion for Reconsideration and to Revoke the Court's Approval of Trustee's Motion to Sell the Real Estate Located at 140 Retreat Avenue filed by Creditor Marc J. Glass). (Leible, Beverly) (Entered: 12/08/2003)
12/11/2003	<u>118</u> BNC Certificate of Mailing - PDF Document. Service Date 12/11/2003. (Related Doc # <u>115</u>) (Admin.) (Entered: 12/12/2003)
12/11/2003	<u>120</u> Motion to Compromise Claim with Whitman Close Association, Inc. Filed by John J. O'Neil, Trustee, without a hearing. (Leible, Beverly) (Entered: 12/15/2003)
12/13/2003	<u>119</u> BNC Certificate of Mailing - PDF Document. Service Date 12/13/2003. (Related Doc # <u>117</u>) (Admin.) (Entered: 12/14/2003)
12/15/2003	<u>121</u> Order Approving Motion To Compromise Claim Against Witman Close Association, Inc. in the amount of \$100.00(RE: <u>120</u>) Signed on 12/15/2003. (Roseberry, Barbara) (Entered: 12/15/2003)
12/15/2003	<u>122</u> Order Re: Notice Not Be Sent on Compromise Signed on 12/15/2003 (RE: <u>120</u> Motion to Compromise filed by Trustee John J. O'Neil). (Roseberry, Barbara) (Entered: 12/15/2003)
12/16/2003	<u>123</u> Letter by James C. Graham (RE: <u>94</u> Motion to Reconsider filed by Creditor Marc J. Glass) (Leible, Beverly) (Entered: 12/16/2003)
12/17/2003	<u>124</u> BNC Certificate of Mailing - PDF Document. Service Date 12/17/2003. (Related Doc # <u>121</u>) (Admin.) (Entered: 12/18/2003)
12/17/2003	<u>125</u> BNC Certificate of Mailing - PDF Document. Service Date 12/17/2003. (Related Doc # <u>122</u>) (Admin.) (Entered: 12/18/2003)

12/18/2003	<u>126</u> Order Denying Motion for Reconsideration Re: Signed on 12/18/2003 (RE: <u>94</u> Motion to Reconsider filed by Creditor Marc J. Glass). (Leible, Beverly) (Entered: 12/18/2003)
12/18/2003	<u>127</u> Judgment In Favor of Trustee Against Mark J. Glass By Judge Robert L. Krechevsky Signed on 12/18/2003 (RE: <u>94</u> Motion to Reconsider and revoke approval of sale filed by Creditor Marc J. Glass). (Leible, Beverly) (Entered: 12/18/2003)
12/20/2003	<u>128</u> BNC Certificate of Mailing - PDF Document. Service Date 12/20/2003. (Related Doc # <u>126</u>) (Admin.) (Entered: 12/22/2003)
12/20/2003	<u>129</u> BNC Certificate of Mailing - PDF Document. Service Date 12/20/2003. (Related Doc # <u>127</u>) (Admin.) (Entered: 12/22/2003)
01/08/2004	<u>130</u> Notice of Appeal (RE:) <u>127</u> Judgment In Favor of Trustee Against Mark J. Glass By Judge Robert L. Krechevsky Signed on 12/18/2003 (RE: <u>94</u> Motion to Reconsider and revoke approval of sale filed by Creditor Marc J. Glass). (Leible, Beverly), <u>126</u> Order Denying Motion for Reconsideration Re: Signed on 12/18/2003 (RE: <u>94</u> Motion to Reconsider filed by Creditor Marc J. Glass). (Leible, Beverly). Filed by Alan S. Dambrov on behalf of Marc J. Glass, Creditor Appellant Designation due by 1/20/2004. (Leible, Beverly) (Entered: 01/08/2004)
01/08/2004	<u>131</u> Receipt of Appeal Filing Fee - \$255.00 by LW. Receipt Number 00261991. (Entered: 01/09/2004)
01/21/2004	<u>132</u> Transmittal of Notice on Appeal to U.S. District Court (RE:) <u>130</u> Notice of Appeal (Leible, Beverly) (Entered: 01/21/2004)
01/21/2004	<u>133</u> Notice of Docketing Record on Appeal. Civil Action Number: 3:04CV97(GLG) (RE:) <u>130</u> Notice of Appeal (Leible, Beverly) (Entered: 01/21/2004)
01/22/2004	<u>134</u> Appellant Designation of Contents For Inclusion in Record On Appeal (RE:) <u>130</u> Notice of Appeal. Filed by Alan S. Dambrov on behalf of Marc J. Glass, Creditor (notice of appeal in District Court) (Leible, Beverly) (Entered: 01/22/2004)
01/22/2004	<u>135</u> Transmittal of Statement of Records and Issues on Appeal to U.S. District Court (RE:) <u>130</u> Notice of Appeal, (Leible, Beverly) (Entered: 01/22/2004)
01/22/2004	<u>136</u> Acknowledgment of Transmittal (RE:) <u>134</u> Appellant Designation to District Court. (Leible, Beverly) (Entered: 01/22/2004)

PACER Service Center			
Transaction Receipt			
04/28/2004 09:46:30			
PACER Login:	ad0350	Client Code:	
Description:	Docket Report	Case Number:	00-21425
Billable Pages:	12	Cost:	0.84

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THE CLERK: All rise, please.

THE COURT: Please be seated.

THE CLERK: In the matter of
Greater Hartford Architecture. Notice of
Intent to Abandon with Objection; Notice of
Intent to Sell with Objection; Motion to
Compel Abandonment; and a Motion to Sell
Free and Clear of Liens. In the advisory
proceeding of Marc Glass versus the Trustee
there are Motions to Default and to Compel
with objections.

MR. O'NEIL: Good afternoon,
your Honor. Attorney John O'Neil, Trustee
in this matter. There are, as the court has
indicated, a number of motions before the
court this afternoon. I would suggest, as a
threshold matter, your Honor, since many of
the motions are based on the amount of money
that the estate would be able to receive in
the event of a sale, that we take up the
Trustees notice of Intent to Sell first, or
to be more precise, the objections to the
Trustees Notice of Intent to Sell.

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1 It is my position, your
2 Honor, that an auction should first be held
3 in order to ascertain if there would be any
4 advances from the \$275,000 dollar figure,
5 which I presently have as an offer pending.
6 At that point then objections to the sale --
7 objections to the Trustees Motion to sell
8 free and clear, I think would be best heard
9 at that point given the fact that we have a
10 dollar amount that we can be sure. If there
11 are no bidders then, of course, the \$275,000
12 dollars would stand. I believe Attorney
13 Alderman has a different view.

14 MR. ALDERMAN: That's
15 correct, your Honor, I have a different
16 view. Your Honor, on behalf of Dr. Brigham,
17 we object to the sale and we would urge the
18 court to take up first the matter of whether
19 or not the trustee may sell the property
20 free and clear of liens and the matters of
21 abandonment, have been disclosed, but it's
22 not on for today.

23 I just filed a motion for Relief of
24 Stay, on behalf of Dr. Brigham. It was just

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1 filed and it's certainly not on for today,
2 but what is going on involves the Motion for
3 Abandonment and the Motion to sell Free and
4 Clear, is we have inter-creditor disputes
5 with regard to priority, but there appears
6 to be no dispute that the entirety of the
7 liens and the way of security interest
8 appear to be in the excess of the only
9 INAUDIBLE, by almost a multiple of two.
10 We're looking at, I understand the bidding
11 is going to begin, if there is any bidding,
12 I'm only aware of one offer at the moment,
13 \$275,000 dollars, which is as I understand
14 it net of commissions, nets less than
15 \$250,000 dollars to the estate. From the
16 record it appears in excess of \$450,000
17 dollars of claims against this property and
18 so from a procedural perspective, I do ask
19 the court first to address the issue of
20 whether or not it's appropriate to conduct
21 an auction and whether or not this property
22 can be sold free and clear, and then, if the
23 court finds that a sale is appropriate, then
24 they conduct the auction. I think to
25 conduct the auction before the court has

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1 ruled on whether or not it's appropriate,
2 this really could be "the cart ahead of the
3 house" in this case.

4 THE COURT: I'm more impressed
5 with the trustee's argument. Why bother
6 with whether there will be a hearing on a
7 motion a motion to sell free and clear if
8 the bidding doesn't simply make that
9 appropriate? So, does anybody else want to
10 be heard?

11 MR. ALDERMAN: INAUDIBLE,
12 your Honor. I support the trustee. I think
13 that this is time for the sale to go
14 forward. I do want to make one adjustment
15 to what my brother has said.

16 THE COURT: Which brother?

17 MR. ALDERMAN: Mr. Alderman.
18 His client's claim is 100 percent contested
19 by us, so it's not an uncontested claim. I
20 am not aware of any contest as to the
21 validity and perfection and enforcement of
22 my client's mortgage. That INAUDIBLE.

23 THE COURT: Okay, but --

24 MR. ALDERMAN: We think the
25 sale is long overdue here.

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1 THE COURT: Okay, so the
2 objection with Attorney Alderman INAUDIBLE
3 his claim is overruled.

4 MR. ALDERMAN: Your Honor, I
5 didn't mean to cut off Mr. O'Neil. I was
6 going to ask if I could have a minute with
7 Mr. O'Neil. Your Honor, if he would have a
8 minute with me because I am going to ask at
9 this point for a recess in order that I
10 might conduct an auction and then report
11 back to the court the results of that
12 auction, so in the interim I am sure I will
13 have time to INAUDIBLE.

14 THE COURT: Okay. That sounds
15 reasonable. All right. The court will take
16 a recess and await the results of whatever
17 happens. Court is in recess.

18 THE COURT: Please be seated.

19 MR. O'NEIL: Your Honor,
20 Attorney John O'Neil, trustee in this matter
21 and according to the court INAUDIBLE, I have
22 conducting an auction of the property for
23 the debtor and the original debt of \$275,000
24 dollars has been advanced to \$485,500
25 dollars basically by the bidding which

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1 occurred here at the auction. An entity
2 known at Nevets, N-E-V-E-T-S, Inc. has bid
3 \$20,000 dollars for the property, taking
4 this property subject to all of the existing
5 liens on the said property in which the
6 trustee's research indicates to be somewhere
7 near \$475 to \$500,000 dollars, giving the
8 sale price of the property, for purposes of
9 accounting if you will, in excess of
10 \$500,000 dollars. That being the case, it
11 is not necessary for the trustee to resume
12 his motion to sell free and clear of liens
13 as we are selling subject to liens which
14 resulting in only subject to liens and I
15 believe the objections to the auction raised
16 by Dr. Brigham are being withdrawn?

17 THE COURT: All right. Let me
18 see if I understand this? The price for the
19 property is the assumption of all liens plus
20 \$20,000 dollars to the estate? Is that it?

21 MR. O'NEIL: That is correct,
22 your Honor.

23 THE COURT: And, the face
24 amount of the liens is approximately \$485.5,
25 is that what you said?

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1 MR. O'NEIL: That is correct,
2 your Honor.

3 THE COURT: And some of them
4 are disputed apparently, but if there is a
5 dispute I don't think plays elsewhere?

6 MR. O'NEIL: I would
7 understand to be correct, your Honor. So, I
8 believe for the creditors - the unsecured
9 creditors of this estate, the trustee's
10 opinion is that it's a good deal.

11 THE COURT: Okay. And you
12 said that there is no objection?

13 MR. O'NEIL: The objection -

14 THE COURT: Oh.

15 MR. O'NEIL: -- is on the
16 Brigham side -- well, I'll let --

17 MR. ALDERMAN: Dr. Brigham
18 had objected to the sale free and clear of
19 liens since the sale is not free and clear
20 of liens we move that the objection need not
21 be acted upon -

22 THE COURT: Okay.

23 MR. ALDERMAN: -- withdrawal
24 INAUDIBLE at this point.

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MR. DAMBROV: Your Honor,

1
2 Alan Dambrov, on behalf of creditor Marc
3 Glass, who is the owner of the first
4 mortgage of the property. We object to the
5 sale on two grounds. First of all, we think
6 that it does not represent the best recovery
7 for the estate, and secondly, it was not
8 advertised to be offered this way. I think
9 there is some issues here that other persons
10 might have been interested in showing up in
11 bidding had the known the terms and
12 conditions. More importantly, there is
13 already an offer on the table to purchase
14 the property for \$275,000 dollars cash. Now
15 that would be funds subject to further
16 proceedings, but there has also been a
17 subordination agreement between my client
18 and the trustee of my clients funds, if he
19 loses the claims against the other creditors
20 that - from his recovery, the trustee shall
21 receive no less than \$20,000 dollars. Now,
22 therefore, you have \$20,000 dollars in one
23 pot, \$20,000 dollars in the other pot, but
24 the pot for the cash sale carries with it
25 the possibility that

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1 the estate could recover substantially more
2 than \$20,000, so we object to this sale
3 going forward on both those grounds.

4 THE COURT: Do you want to
5 respond, Mr. O'Neil?

6 MR. O'NEIL: Your Honor,
7 Attorney Dambrov has, I think, characterized
8 this offer somewhat differently than I
9 understood it but my position continues to
10 be that trustee is going to sell the
11 property free and clear or liens not subject
12 to any kind of dispute and it makes more
13 sense for me to INAUDIBLE than \$20,000
14 dollars clear. I think when I originally
15 brought my motion to sell free and clear
16 before this court, the court was aware of
17 that opinion also and it was not INAUDIBLE.
18 At any rate, I would hold to my position
19 that I have a good faith offer here. There
20 is \$20,000 dollars coming to the estate.
21 The estate is free of any need to litigate
22 or be involved in any kind of dispute over
23 the validity and extent of liens and again,
24 in my judgement this is a higher better
25 offer than had been received. The Hartford

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1 Hospital's offer of \$275,000 dollars - the
2 sale was to be to them free and clear so
3 that being the case, I find this offer again
4 to be superior and I've accepted
5 it as such.

6 THE COURT: As I recall, there
7 are so many proceedings in this matter that
8 I'm not totally sure I recall correctly, the
9 proposal from Mr. Glass required sale free
10 and clear of liens and that was not going to
11 be possible because the State had a lien or
12 something came -- is that correct?

13 MR. O'NEIL: Your Honor, I
14 was concerned about the \$1,600 dollar lien
15 with the State of Connecticut for
16 unemployment taxes and indicated that they
17 weren't going to be affected and I could not
18 sell the property for an aggregate more than
19 the liens that were in existence,

20 THE COURT: All right.

21 MR. O'NEIL: -- even with the
22 subordination. That was my recollection of
23 it.

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1 THE COURT: I think that's
2 mine too. Under the circumstances -- well,
3 unless you have something further to add.

4 MR. O'Neil: Well, again, I
5 just want to add that I think that, at the
6 very least, this ought to be readvertised
7 with other parties having an opportunity to
8 bid, to change the terms of the bid. This
9 was advertised as a free and clear sale
10 subject to auction.

11 THE COURT: I think that
12 that's a distinction, but I don't think it's
13 a particularly significantly one so I'm
14 going to accept to the trustee's
15 recommendation and approve the sale under
16 the circumstances outlined on the record.

17 MR. GRAHAM: Your Honor, my
18 name is James Graham, and I represent the
19 successful bidder, Nevets, Inc. and I would
20 ask a representative of the court that this
21 sale we're talking about was conducted
22 regularly at arms length and I would ask
23 that the court find that this is done in
24 good faith INAUDIBLE. I believe the trustee
25 would support that request.

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1 MR. ALDERMAN: I would
2 support that request, your Honor. I believe
3 -- I can't -- out of the very many sales I've
4 had, this much interest in as much, everyone
5 had a chance here and if that's the criteria
6 we're using, I have to concur with Mr.
7 Graham that this sale was conducted and
8 considered to have been made in good faith.

9 THE COURT: All right. I
10 recognize a considerable amount of case law
11 recently on this issue as to when that
12 finding should be made. As I recall, just
13 from those rulings, it should be made at the
14 time of the sale.

15 In light of my recollection
16 from the various hearings that we've had in
17 this matter, the opportunity for various
18 people to change lawyers, to get
19 continuances and so on, I will find that the
20 authorization of the sale here was made --
21 rather, looking at the code section, the
22 entity that purchased the property,
23 purchased it in good faith.

24 MR. ALDERMAN: Nothing
25 further in the housekeeping as I think we've

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1 taken care of all the motions except Mr.

2 Dambrov has a motion which he INAUDIBLE.

3 MR. DAMBROV: I have a motion

4 today with the advisory proceeding.

5 THE COURT: Well, if this is

6 being sold free and clear. I'm sorry, if

7 this is not being sold free and clear and

8 the issues in the advisory relate to

9 disputes between the secured creditors and

10 it doesn't affect the estate, I'm not going

11 to hear that matter, INAUDIBLE order of

12 whatever -- proceed with that. It's not

13 something that the bankruptcy court should

14 spend its time on. So -

15 MR. DAMBROV: I think there

16 are issues that relate to the estate also,

17 your Honor, but I certainly don't object to

18 a continuation or that those issues may be

19 separated out. We are not prepared today to

20 simply say let's forget it.

21 THE COURT: You're not

22 prepared, or you are prepared?

23 MR. DAMBROV: I'm not

24 prepared today to say that all of our claims

25 are now moved and perhaps within a couple of

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1 weeks we can straighten those things out
2 without having to come back to the court,
3 but I would ask that these matters be
4 continued rather than taken off the
5 schedule.

6 THE COURT: Okay, but the
7 matter you're talking about is a lawsuit
8 that your client brought against the trustee
9 and -

10 MR. DAMBROV: Dr. Brigham and
11 another individual.

12 THE COURT: Okay, and it
13 relates to priority or validity of liens?

14 MR. DAMBROV: Some of that,
15 yes, your Honor.

16 THE COURT: Something else
17 besides that?

18 MR. DAMBROV: Yes.

19 THE COURT: What?

20 MR. DAMBROV: I mean, I -
21 that's why I say, as I stand here today, I
22 was not prepared to answer that question -

23 THE COURT: Oh, all right.

24 MR. DAMBROV: -- and that's
25 why I would ask that -

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1 THE COURT: Is there any
2 objection that counsel has a short period of
3 time to reconsider what his positions are?

4 MR. O'NEIL: Your Honor, to
5 the INAUDIBLE, no, there is no objection. If
6 I may inquire procedurally, as to whether an
7 advisory is pending, I know there are a
8 couple of issues pending. I think there may
9 be questions whether the jurisdiction how
10 the court is inclined to dismiss the
11 advisory because there is some guidance as
12 to what should be done in the interim while
13 Attorney Dambrov is investigating what he
14 wants to do. I just don't want to have
15 accidentally a clock ticking INAUDIBLE
16 something to happen while he's doing this.

17 THE COURT: Okay. My
18 recollection is, is that there is a pending
19 motion by your client pursuing judgement,
20 correct.

21 MR. DAMBROV: That is correct,
22 your Honor.

23 THE COURT: And, I have not
24 conceded that motion because some month ago
25 or so, in an open court, I think I discussed

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1 it with whoever is here. I know it included
2 that trustee that that might be moved and I
3 don't like to spend time on things might be
4 moved so -- I think it also involved the
5 replacement of counsel. In any event, so, I
6 have not done anything on that motion and I
7 will not.

8 MR. DAMBROV: Your Honor, if
9 I may, two weeks from today is May 6th -

10 THE COURT: Okay.

11 MR. DAMBROV: If we can
12 continue the Discovery of Motions until May
13 6th, that will be more than enough time to
14 deal with this and to probably file a
15 preempted request with the court.

16 THE COURT: What do you mean,
17 preempted request?

18 MR. DAMBROV: Dismissing, the
19 case --

20 THE COURT: Okay.

21 MR. DAMBROV: -- or not, or
22 at least narrowing the focus.

23 THE COURT: Okay. Well,
24 you've heard my view about not normally
25 conducting hearings on litigation between

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1 creditors that doesn't affect unsecured
2 creditors of the estate.

3 MR. DAMBROV: Right.

4 THE COURT: So, two weeks, if
5 no objection apparently to that?

6 MR. O'NEIL: Your Honor, two
7 related matters. Attorney Dambrov has
8 scheduled a deposition for later this week
9 in the advisory and we have filed a motion
10 to INAUDIBLE, which was filed yesterday.
11 Assuming we're not going forward with any
12 discovery then INAUDIBLE.

13 THE COURT: Is that correct?

14 MR. DAMBROV: I'd have to
15 take a look at it again.

16 THE COURT: Well, I
17 understood your statement to mean nothing
18 should happen for two weeks while you
19 reconsider?

20 MR. DAMBROV: All right. I
21 will agree to that if that what the court
22 rules.

23 THE COURT: All right. Well,
24 I think so.

25

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1 MR. O'NEIL: Assuming we're
2 coming back on May 6th, your Honor, and
3 assuming the possibility we may not have any
4 INAUDIBLE to what we're doing, would the
5 court entertain a motion made on the 6th to
6 dismiss, to find out INAUDIBLE files in
7 advance INAUDIBLE.

8 THE COURT: I think not. You
9 better follow the rules and if you need a
10 shortened time you can come in and ask me
11 for that, a reduced time, but otherwise you
12 do your own thing.

13 MR. O'NEIL: INAUDIBLE.

14 THE COURT: All right. That's
15 May 6th at 10.

16 MR. O'NEIL: Thank you, your
17 Honor.

18 MR. DAMBROV: Thank you, your
19 Honor.

20 THE COURT: Well, that's on
21 the advisory only. Everything else has been
22 taken care of?

23 MR. O'NEIL: I believe so,
24 your Honor.

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1 THE COURT: You wrote - now is
2 this the motion - do you need an order or is
3 this - this was, on not a motion right, your
4 notice of intention to sell?

5 MR. O'NEIL: That's correct,
6 your Honor.

7 THE COURT: So, normally I
8 don't make orders, it's the record.

9 VOICE: Your Honor INAUDIBLE.

10 THE COURT: Well, I suppose,
11 based on the request for a finding of good
12 faith, you might as well submit an order.
13 All right, so I'll make an order to be
14 submitted.

15 Everything under the advisory
16 are continued to -- all matters are
17 continued to May 6th at 10. Okay. Court is
18 adjourned.

19 MR. O'NEIL: Your Honor.

20 THE COURT: Oh?

21 MR. O'NEIL: One last
22 housekeeping, your Honor. At 2 o'clock I
23 filed a motion for relief of stay and it is
24 now moved. I wonder if there is a
25 procedural way to intercept the clerk's

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1 office from issuing the notice of the
2 hearing so they don't go through with the
3 process of it being put on the court's
4 calendar and us needing to respond?

5 THE COURT: So, take that up
6 with the clerk's office here. All right.
7 Again, court is adjourned.

8 MR. O'NEIL: Thank you.

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I hereby certify that the foregoing 21 pages are a transcript of a compact disk sound recording of the Oral Argument in the matter of: Greater Hartford Architecture, which was held in the U.S. Bankruptcy Court, Hartford, Connecticut on April 22, 2003.

I further certify that inaudible portions of the sound recording have been indicated as "INAUDIBLE" in the transcript.

Kimberly Best

Kimberly Best

Transcriptionist

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HARTFORD DIVISION

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE:)
)
GREATER HARTFORD ARCHITECTURE)
CONSERVANCY, INC.)
Debtor.)

CASE NO. 00-21425
CHAPTER 7

#255
#261991

NOTICE OF APPEAL

CREDITOR, MARC J. GLASS, by his counsel, Alan S. Dambrov, Esquire, pursuant to the Federal Rules of Bankruptcy Procedure, Rule 8002, appeals from the Order of the Bankruptcy Court overruling his objections and authorizing the Trustee's sale of real estate (140-144 Retreat Avenue, Hartford), entered on the Docket, May 1, 2003, and the Court's denial, dated December 18, 2003, of his Motion for Reconsideration.

The Parties to the Decisions appealed from and the names of their respective attorneys are as follows:

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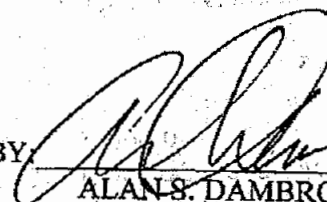
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Respectfully Submitted by
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Dated: January 7, 2004

CERTIFICATE OF SERVICE

I, ALAN S. DAMBROV, ESQUIRE, counsel for MARC J. GLASS, hereby affirm that on the 8th day of January, 2004 I served a copy of the NOTICE OF APPEAL, and CERTIFICATE OF SERVICE via First Class mail, postage prepaid, to the person(s) listed below:

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CERTIFICATION OF SERVICE

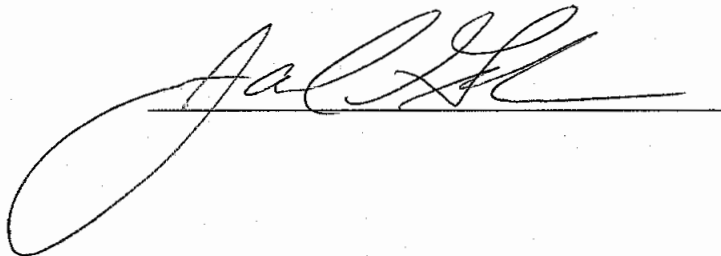
The undersigned hereby certifies that a copy of the foregoing Appendix was served by United States first class mail, postage prepaid, this 2nd day of July 2004, upon each of:

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A handwritten signature in black ink, appearing to read "John J. O'Neil, Jr.", is written over a horizontal line. The signature is stylized and cursive.