

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION**

_____x	:	Chapter 7
In re:	:	
	:	
LEHMAN BROTHERS, INC.	:	Case No. 04-32327 (ASD)
	:	
	:	
Debtor	:	January 23, 2009
_____x	:	

**OBJECTION OF ENRIQUE ROSADO TO TRUSTEE’S MOTION TO SELL
FURNITURE, FIXTURES AND EQUIPMENT**

Enrique Rosado (“Rosado”), by and through its undersigned counsel, hereby files this objection to Trustee’s Motion to Sell Furniture, Fixtures and Equipment and, in support thereof, respectfully represents as follows:

1. Rosado has contacted the Trustee and, through its undersigned attorney, Marc A. Wallman of Brenner, Saltzman & Wallman LLP, has made an offer to purchase the real property owned by the Debtor’s estate at 191 Foster Street, 197 Foster Street and 199 Foster Street together with the contents thereof, including plates, etchings, printing supplies, machinery and business records for a purchase price of \$570,000.00.

2. The terms of the offer submitted to the Trustee are attached as Schedule A hereto. As indicated in the offer, there is no financing contingency.

3. The offer contemplates acquisition of the furniture, fixtures and equipment of the Debtor’s estate which are the subject of Trustee’s Motion to Sell. These items are intended to be used to operate a printing facility on a portion of the Property.

4. On information and belief, Rosado's offer is equal to the fair market value of the Property being acquired and would enable the Trustee to pay in full the outstanding liens and encumbrances on the Property.

5. If the Trustee proceeds to sell the furniture, fixtures and equipment of the Debtor's estate separately from the real property described in Rosado's offer, the offer will be withdrawn.


6. Delaying the proposed sale of the furniture, fixtures and equipment is in the Debtor's interest as it will enable the Trustee to consider Rosado's offer, and perhaps other offers, for the real property of the Debtor, together with the sale of the on-site furniture, fixtures and equipment.

ENRIQUE ROSADO

By: Carolyn W. Kone
Carolyn W. Kone (ct06207)
Brenner, Saltzman & Wallman LLP
His Attorneys
271 Whitney Avenue
New Haven, CT 06511
Tel. (203) 772-2600
Fax (203) 772-3008
E-mail: ckone@bswlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on January 23, 2009, a copy of foregoing Objection of Enrique Rosado to Trustee's Motion to Sell Furniture, Fixtures and Equipment was filed electronically [and served by mail on anyone unable to accept electronic filing]. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system [or by mail to anyone unable to accept electronic filing]. Parties may access this filing through the Court's system.



Carolyn W. Kone

SCHEDULE A
OFFER TO PURCHASE PROPERTY FROM TRUSTEE

The following constitutes an offer by Enrique Rosado of New Haven, Connecticut, or an entity to be formed by him, to purchase certain property from the Estate of Lehman Brothers, Inc., the Debtor.

The terms are as follows:

1. **The Subject of Offer** - The real property including building, land and improvements located at 191 Foster Street, 197 Foster Street and 199 Foster Street, New Haven, Connecticut, together with the contents thereof, including business machinery, plates, etchings, printing supplies and business records (collectively the "Property").
2. **Purchase Price** - \$570,000. It is understood that this is the outstanding principal balance of the liens encumbering the Property.
3. **Purchaser** – Enrique Rosado, or a limited liability entity to be organized by him upon acceptance of the offer.
4. **Deposit** – Fifty Thousand Dollars (\$50,000).
5. **Contingencies** – Property to be sold free and clear of all liens and subject to a title search showing good and marketable fee simple title in the name of Debtor. Further, purchase is contingent upon Purchaser reviewing existing Phase II Environmental Assessment and obtaining a current environmental report on the Property which should be acceptable to Purchaser.
6. **Financing Contingency** - There is no financing contingency.
7. **Broker** – Purchaser is not represented by a broker in connection with this transaction.
8. **Closing Date** – Twenty-one (21) days after satisfaction of contingencies.

9. **Condition of Property at Closing** – “AS IS”.

10. **Possession** – Full unencumbered possession of the Property will be delivered at the closing.

11. This offer constitutes a proposal which, if accepted by the Trustees, will be memorialized in a form written purchase and sale agreement accompanied by the \$50,000 deposit.

Note: The Purchaser wishes to acquire the personal property including plates, etchings, printing supplies, machinery and business records on site with a view to organizing a new company to operate a printing facility in a portion of the site.

Dated: January 23, 2009

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Wallman", with a long horizontal flourish extending to the right.

Marc A. Wallman
Brenner, Saltzman & Wallman LLP
for Enrique Rosado