

256

W38

FOR SALE

**REVISED GUIDANCE
LENDER-DRIVEN
FULLY MODERNIZED ASSET
50% OCCUPIED**

B6 Real Estate Advisors has been retained exclusively to market 256 West 38th Street New York, New York (the “Property”) for sale. The Property is an approx. 117,000 RSF modernized loft office and retail building on the south side of 38th Street between Seventh and Eighth Avenues in Manhattan. The Property presents a unique opportunity to acquire an institutional-quality asset with significant in-place cashflow, high occupancy and little to no required capital expenditures.

PROPERTY INFORMATION

Location	South side of W 38th St btwn 7th & 8th Ave
Block / Lot	787 / 72
Lot Dimensions	75' x 98.75'
Rentable SF	117,431
Year Built	1924
Building Classification	O6 Office Building
Zoning	M1-6 / GC Special Garment Center District
FAR (Commercial)	10.00
FAR (Residential)	0.00
Lot Size	7,406 SF
Total Zoning Floor Area	74,063 SF
Available Air Rights	0 SF / Overbuilt
Assessment (22/23)	\$8,437,932 Tax Class-4
Tax Rate	10.5920%
Taxes (22/23)	\$893,746 / \$10/GSF
Landmark	No
Subject to Easement	No

INVESTMENT HIGHLIGHTS

MODERNIZED INSTITUTIONAL QUALITY OFFICE & RETAIL ASSET

SIGNIFICANT OCCUPANCY, CASHFLOW & REMAINING LEASE TERM

RENOVATED LOBBY, ELEVATORS, HVAC, BATHROOMS & TENANT SPACES

\$5M RECENT CAPITAL IMPROVEMENTS: LL11, FREIGHT MODERIZATION & WHITEBOX

IDEAL FLOORPLATES WITH REMARKABLE LIGHT & AIR

ADJACENT SIGNIFICANT REDEVELOPMENT: PENN PLAZA, MANHATTAN WEST, HUDSON YARDS

UNRIVALED ACCESS TO PUBLIC TRANSPORTATION: PENN STATION & GRAND CENTRAL

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PRINCIPAL CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

256 WEST 38TH STREET, NEW YORK, NY 10018

Re: Principal Confidentiality and Indemnification Agreement

This agreement confirms that B6 REAL ESTATE ADVISORS (“Agent”) is acting as agent on behalf of the property owner and their related companies (collectively “Owner”) in connection with the possible sale of 256 WEST 38TH STREET, NEW YORK, NY (“Property”).

You have informed Agent that (*insert company*) _____ (“Prospective Purchaser”) are interested in the possible purchase of the Property. You also hereby represent that Prospective Purchaser is not a broker and/or will not be acting as a broker relative to the Property. Prospective Purchaser has requested that Agent furnish certain information concerning the Property. This information may include, without limitation, the offering memorandum prepared by Agent, various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions or Property visitations which are conducted with or by Prospective Purchaser concerning the Property (collectively “Evaluation Material”). As a condition to Agent furnishing the Evaluation Material to Prospective Purchaser, Prospective Purchaser hereby agrees as follows:

1. All Evaluation Material furnished to Prospective Purchaser by Agent or Owner will not be used or duplicated by Prospective Purchaser for any purpose other than evaluating a possible purchase of the Property by Prospective Purchaser. Prospective Purchaser agrees to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Prospective Purchaser) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Prospective Purchaser, and to Prospective Purchaser’s outside legal counsel, accounting firm, consultants, current partners, but not prospective partners, lenders, and affiliates (collectively referred to as “Related Parties”) who, in Prospective Purchaser’s reasonable judgment, need to know such information for the purpose of evaluating a possible purchase of the Property. The Related Parties shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to keep all such information in the strictest of confidence. Any disclosure of Evaluation Material by Related Parties shall be deemed made by, and be the responsibility of, Prospective Purchaser. Prospective Purchaser will promptly, upon the request of Agent or Owner, deliver to Agent or Owner all written Evaluation Material furnished to it by Agent or Owner, whether furnished before or after the date of this letter, without retaining copies thereof unless as required by applicable law.
2. Prospective Purchaser agrees not to make any of the Evaluation Material available, or disclose any of the contents of the Evaluation Material, or disclose the fact that discussions are taking place concerning a possible sale of the Property to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to Agent and (ii) Agent has approved in writing the disclosure of the Evaluation Material to such person. The term “person” as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, limited liability company or any other entity or individual.
3. Although we have endeavored to include in the Evaluation Material information which we believe to be relevant to Prospective Purchaser’s investigation, Prospective Purchaser understands and acknowledges that neither Agent nor Owner nor any of their respective advisors or representatives make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Any financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although not independently verified by Agent. Agent and Owner and their respective advisors and representatives make no representations or warranties, express or implied, that actual results of operations will conform to such projections. Owner and Agent and their respective advisors and representatives expressly disclaim any and all liability for omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to Prospective Purchaser. Prospective Purchaser agrees that neither Agent nor Owner nor any affiliate or advisor or representative of Agent or Owner shall have any liability to Prospective Purchaser or any of their representatives or Related Parties resulting from use of or reliance upon the Evaluation Material.
4. Prospective Purchaser shall not enter upon the Property, discuss the Property or the possible sale of the Property with employees thereof or of the affiliates of Owner or any tenants of the Property. All access to the Property (including property inspections) shall be made under the supervision of Owner or Agent, and shall be by appointment only. Owner and Agent expressly reserve the right,

PRINCIPAL CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property from Prospective Purchaser or any other person and terminate discussions with Prospective Purchaser or any other person at any time, with or without notice.

5. The Prospective Purchaser shall indemnify, defend and hold harmless Owner and Agent and their respective advisors, representatives, affiliates, successors and assigns, employees, officers, members, and directors from and against any loss, liability, damages, claims, costs (including attorneys fees), causes of action or other matters arising out of, caused by or relating to the Prospective Purchaser's and/or Related Parties' breach or violation of the terms and conditions of this Agreement by Prospective Purchaser or any of the Related Parties. Further, Owner and Agent shall be entitled to enforce this Agreement by injunction or other equitable relief, seeking to prevent the disclosure of the Evaluation Materials and/or to enjoin the violation, or further violation, of this Agreement.

6. Prospective Purchaser has been advised that Agent is acting on behalf of Owner as exclusive broker in connection with the possible sale of the Property. Therefore, Prospective Purchaser agrees to pay all brokerage commissions, finder's fees and other compensation to which any broker (other than Agent), finder or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Prospective Purchaser or any of its representatives or Related Parties (except Agent's compensation which is payable by Owner). Prospective Purchaser agrees to indemnify and hold harmless Agent and Owner and their respective affiliates, advisors, representatives, successors and assigns, employees, officers, members, and directors, from and against any loss, liability or expense, including attorney's fees, arising out of any claim or claims by any broker, finder or similar Agent for commissions, fees or other compensation for bringing about any sale of the Property to Prospective Purchaser if such claim or claims are based in whole or in part on dealings with Prospective Purchaser or any of their representatives or Related Parties.

7. No failure or delay by Agent or Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the State of New York and the parties hereto consent to the jurisdiction of such courts.

9. This Agreement which constitutes the entire agreement between the parties, may not be modified unless such modification is in writing and executed by both parties. This Agreement supersedes any previous agreements between the parties whether oral or in writing.

10. This Agreement shall be for a term of one (1) year.

If you are in agreement with foregoing, sign and return this Agreement to Agent via Alex Woodlief (awoodlief@b6realestate.com). We will consider forwarding the Evaluation Material to you after we (i) receive the fully executed Confidentiality Agreement, and (ii) determine in our sole judgment that Prospective Purchaser has the experience and financial ability to consummate the contemplated transaction.

ACCEPTED AND AGREED TO:

PRINCIPAL: _____

SIGNATURE: _____

TITLE: _____

EMAIL: _____

PHONE: _____

DATE: _____