



154 Lexington Avenue (AKA 132 East 30th Street)

Murray Hill Corner Development Opportunity

FOR SALE

Cushman & Wakefield and JRT Realty Group Inc. have jointly been retained on an exclusive basis to arrange for the sale of a development site located at the southwest corner of Lexington Avenue and East 30th Street. The property features over 49' of frontage on Lexington Avenue and 80' of frontage on East 30th Street. Currently home to First Moravian Church of New York, this corner lot represents an opportunity for a buyer to develop the site to its maximum potential of 34,016± square feet provided that approximately 7,975± square feet of community facility space is returned to the church at no cost. The space which the church would occupy would be spread across the ground floor, second floor, cellar, and sub-cellar, as well as a two bedroom apartment on the third floor. Preliminary plans exist for an 11-story building. The property is located in a neighborhood where recently developed condo buildings such as 90 Lexington Avenue to the south and 325 Lexington Avenue to the north have achieved sellouts of over \$2,000 per square foot. The property sits at one of the most popular corners in Murray Hill, home to the only Dover Street Market in the United States, and the recently renovated Ramada East Hotel. Additionally, it is within two blocks of the 6 train stop at 28th Street and in close proximity to popular neighborhood eateries, such as Penelope and Vezzo. This is a rare opportunity to acquire a boutique corner development site in Murray Hill.

Asking Price : Submit Offers



Property Information	
Block / Lot	885 / 71
Lot Size (Approx.)	49.33' x 80'
Lot Area (Approx.)	3,949
Existing Building Dimensions (Approx.)	49.33' x 80'
Existing Gross SF (Approx.)	3,949
Existing Stories	1 + Basement
Zoning	C6-2A
Community Facility FAR	6.50
Residential FAR	6.02
Residential BSF (Approx.)	28,897*
Total BSF W/ CF (Approx.)	34,016*
RE Assessment (17/18)	\$643,320 (Currently \$0)
RE Taxes (17/18)	\$67,639 (Currently \$0)

*7,670 SF of development rights from 152 Lexington Avenue

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Confidentiality and Indemnification Agreement (Prospective Purchaser)

152-154 Lexington Avenue, New York, NY

Prospective Purchaser: _____

Title: _____

Address: _____

Phone/Fax: _____

E-Mail: _____

Re: Confidentiality and Indemnification Agreement

To Prospective Purchaser:

This letter agreement (this "Agreement") will serve to confirm that JRT Realty Group, Inc. and Cushman & Wakefield Realty of Manhattan, LLC (collectively, "Agent") are acting jointly as the exclusive agents on behalf of Moravian Church Northern Province and First Moravian Church (collectively "Owner") in connection with the possible sale of all or a portion of the premises located at 154 Lexington Avenue, New York, New York (Block 885, Lot 70) (the "Premises"), together with some or all of the development rights appurtenant to the adjacent property located at 152 Lexington Avenue, New York, New York (Block 886, Lot 70) (the "Development Rights" and together with the Premises, the "Property").

You have informed us that you ("Prospective Purchaser") are interested in the possible purchase of the Property. Prospective Purchaser also hereby represents 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 Prospective Purchaser with 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, plans and specifications for redevelopment as well as existing building plans, employee, trustee and member names, information and lists, and other materials, and any discussions or Property visitations which are conducted with or by Prospective Purchaser concerning the Property or any litigation pertaining thereto (all of the aforementioned information is collectively referred to as "Evaluation Material"). Evaluation Material shall also include any information or material received in confidence by Owner from a third party and made available to Prospective Purchaser as well as any reports, analyses, studies or other materials, prepared by Prospective Purchaser or otherwise that contain or are based upon Evaluation Material covered by this Agreement. Evaluation Material may take the form of documentation, drawings, specifications, software, technical or engineering data and other forms, and may be communicated orally, in writing, by electronic, digital or magnetic media, by visual observation and by other means. Agent and Owner are prepared to consider the furnishing of the Evaluation Material to Prospective Purchaser only upon the condition that Prospective Purchaser agrees to treat the Evaluation Material confidentially as hereinafter provided. As a condition to Agent and Owner furnishing the Evaluation Material to Prospective Purchaser, Prospective Purchaser hereby agrees, as follows:

1. No Evaluation Material furnished to Prospective Purchaser by Agent or Owner will be used or duplicated by Prospective Purchaser or any Related Party (as hereinafter defined) for any purpose other than evaluating a possible purchase of the Property by Prospective Purchaser. Prospective Purchaser agrees to keep and to cause all Related Parties 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 prior to its disclosure by Prospective Purchaser or a Related Party in violation of this Agreement) strictly confidential and to not directly or indirectly, use, disclose, disseminate, publish, divulge, or otherwise reveal any Evaluation Material for any purpose at any time. Prospective Purchaser shall use and shall cause the Related Parties to use that degree of care in preventing the disclosure of the Evaluation Material and the information obtained therefrom that a reasonably prudent businessperson would use in preventing the disclosure of information deemed highly important, confidential and proprietary, including establishing and maintaining all necessary security measures and limiting access to the Evaluation Material.

2. Prospective Purchaser may disclose Evaluation Material to directors, officers, and employees of Prospective Purchaser, to Prospective Purchaser's outside legal counsel, accountants, consultants, current partners (but not prospective partners), lenders, and affiliates (all of whom are collectively referred to as "Related Parties") to the extent that any such Related Party, in Prospective Purchaser's reasonable judgment, needs to know such information to perform its functions in connection with Prospective Purchaser's evaluation of a possible purchase of the Property. The Related Parties shall be informed by Prospective Purchaser of the confidential nature of the Evaluation Material and shall be directed by Prospective Purchaser, as a condition of the delivery of the Evaluation Materials to such Related Party, to keep all such Evaluation Material in the strictest confidence and to use such information only for the purpose of evaluating a possible purchase by Prospective Purchaser. Any disclosure of Evaluation Material by Related Parties shall be deemed made by and shall be the responsibility of Prospective Purchaser. Prospective Purchaser shall be responsible for enforcing the confidentiality of the Evaluation Material and will take such action as is necessary to prevent any disclosure thereof by any persons and to avoid any unintentional or inadvertent disclosure of any Evaluation Material to any unauthorized person by any Related Party.

3. Prospective Purchaser agrees not to make any of the Evaluation Material available, or disclose any of the contents of the Evaluation Material, or disclose either the fact that discussions or negotiations are taking place concerning a possible sale of the Property to Prospective Purchaser or any of the terms, covenants, conditions, or other facts with respect to any such sale or any investment proposal, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to Agent and Owner; (ii) Agent and Owner have approved in writing the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a written confidentiality agreement with Agent and Owner the provisions of which agreement shall be substantially the same as the provisions of this Agreement. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, limited liability company, governmental agency or authority or any other entity or individual. Prospective Purchaser will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures. Prospective Purchaser shall promptly notify Owner and Agent of any court order or subpoena requiring disclosure of the Evaluation Material, shall cooperate with Owner's counsel in the appeal or challenge of any such order or subpoena, shall not disclose any Evaluation Material pursuant to court order or subpoena until Owner has exhausted any lawful and timely appeal or challenge that Owner elects to file or make.

4. Although Owner and Agent have endeavored to include in the Evaluation Material information which Owner and Agent 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 representations or warranties, express or implied, contained in the Evaluation Material or 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 (a) it assumes full responsibility for all conclusions it may derive from the Evaluation Materials and (b) 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 its representatives or Related Parties resulting from use of or reliance upon the Evaluation Material.

5. The Prospective Purchaser shall not enter upon the Property, inspect the Property (other than drive by inspections), discuss the Property or the possible sale of the Property with the employees thereof or of the affiliates of Owner or any tenants of the Property, or discuss the possible purchase of the Property with any other person, other than the Related Parties, without the prior written consent of Owner and/or Agent. All access to the Property (including property inspections) shall be made under the supervision of Owner or Agent, and shall be by appointment only, arranged through Agent. Owner and Agent expressly reserve the right, 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 or entity and terminate discussions with Prospective Purchaser or any other person or entity at any time, with or without notice. Owner shall have no legal commitment or obligation to Prospective Purchaser, or any other person or entity reviewing the Evaluation Material or making an offer to purchase the Property unless and until such purchase of the Property is approved on whatever terms are deemed desirable by Owner, a written agreement for the purchase of the Property has been fully executed, delivered and approved by Owner and its legal counsel, any conditions to Owner's obligations thereunder have been satisfied or waived, and any conditions to Prospective Purchaser's obligations thereunder have, in the sole opinion of Owner, been satisfied, and the Prospective Purchaser has delivered to Owner the down payment and any other payments required under such written agreement for the purchase of the Property. Any person violating this Agreement may, in addition to Owner's other rights hereunder, at law or in equity, be disqualified from the bidding process and shall have no right to purchase the Property, in Owner's sole and absolute discretion.

6. Prospective Purchaser understands and acknowledges that the Evaluation Material has been developed or obtained by the Owner by the investment of significant time, effort, and expense. The Evaluation Material shall remain at all times the property of Owner. Prospective Purchaser will not copy, alter, and modify, any of Evaluation Material without the prior written consent of Owner. Upon written request of Owner, or, if not requested earlier, promptly after the purposes for which the Evaluation Material was furnished have been accomplished or abandoned: (a) Prospective Purchaser will deliver promptly to Owner all copies of Evaluation Material and all written or tangible material, including without limitation any electronic, digital or magnetic media, containing or reflecting any information contained in the Evaluation Material without retaining any copies, summaries, analyses or extracts thereof, and (b) all documents, memoranda, analyses, compilations, studies, notes and other writings prepared by Prospective Purchaser or the Related Parties, in any tangible form, including without limitation electronic, digital or magnetic media, based on or containing any information contained in the Evaluation Material shall be destroyed, and such destruction shall be certified in writing to Owner by an authorized officer of Prospective Purchaser supervising such destruction.

7. Prospective Purchaser shall notify the Owner immediately upon discovery of any prohibited use or disclosure of the Evaluation Material or any other breach of this Agreement by Prospective Purchaser or any Related Parties and shall fully cooperate with the Owner to help the Owner regain possession of the Evaluation Material and prevent further prohibited use or disclosure of the Evaluation Material. 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 without limitation attorneys' fees, disbursements and litigation costs), 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, in the event of any breach of this Agreement by Prospective Purchaser or any Related Party, and without prejudice to any rights and remedies otherwise available to Owner or Agent as a result thereof, Owner and/or 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. Prospective Purchaser further agrees to waive any requirement for the securing or posting of any bond in connection with such remedies. No failure or delay by Owner or Agent in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise hereunder.

8. 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). Any commission or fees payable to outside brokers retained by the Prospective Purchaser shall be paid by the Prospective Purchaser, without reimbursement from Owner or Agent or their respective representatives or advisors. Prospective Purchaser agrees to indemnify, defend 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 without limitation attorneys' fees, disbursements and litigation costs, 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 its representatives or Related Parties.

9. 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.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflicts of laws principles. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the state and federal courts of the State of New York having jurisdiction, and the parties hereto consent to the jurisdiction of such courts.

11. 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.

12. Nothing in this Agreement shall be construed as creating any obligation on the part of the Owner or Agent to disclose any Evaluation Material whatsoever. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Evaluation Material disclosed, or under any trademark, patent, copyright, mask work or any other intellectual property right of Owner. None of the information which may be disclosed to Prospective Purchaser shall constitute any representation, warranty, assurance, guarantee or inducement by Owner or Agent to Prospective Purchaser of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask works or any other intellectual property right.

13. Nothing contained in this Agreement shall be construed as creating any obligation or an expectation on the part of Owner and/or Agent on the one hand or Prospective Purchaser on the other hand to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, employment relationship or any business relationship between Owner and/or Agent on the one hand and Prospective Purchaser on the other hand.

14. This Agreement shall not be assignable by Prospective Purchaser, and Prospective Purchaser may not delegate its duties hereunder, without the prior written consent of the Owner, which consent may be granted or denied in the sole discretion of the Owner. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

15. Prospective Purchaser warrants and represents that it has carefully read this Agreement and understands the restraints imposed upon it and the Related Parties by this Agreement. Prospective Purchaser

further acknowledges and agrees that the restraints imposed by this Agreement are necessary and reasonable to protect the Owner's legitimate business interests.

16. This Agreement may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Signatures of the parties hereto on copies of this Agreement transmitted by facsimile machine or electronic mail in portable document format (PDF) shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon the parties hereto.

17. The term of this Agreement shall end three years after the date hereof; provided and so long as Prospective Purchaser complies with its obligations under Paragraph 6 of this Agreement; and provided further that all indemnification obligations of Prospective Purchaser under this Agreement and Owner's and Agent's rights with respect thereto shall survive the termination of this Agreement.

Counterparts; Facsimiles; PDF's. This Agreement may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Signatures of the parties hereto on copies of this Agreement transmitted by facsimile machine or by electronic mail in portable document format (PDF) shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon the parties hereto.

If Prospective Purchaser is in agreement with foregoing, please sign and return this Agreement to **Lou Magarelli at Cushman & Wakefield Realty of Manhattan, LLC, 1290 6th Avenue – 8th Floor, New York, NY 10104 or by email lou.magarelli@cushwake.com**. A failure to return to Agent a counterpart of this Agreement executed by Prospective Purchaser within ten (10) days will render it null and void and of no further force and effect. Owner and Agent will consider forwarding the Evaluation Material to you after Owner and Agent (i) receive a counterpart of this Agreement signed by Prospective Purchaser and (ii) determine in Owner's sole judgment that Prospective Purchaser has the experience and financial ability to consummate the contemplated sale transaction, including, if Owner deems necessary, personal interviews, bank reference investigations, and other appropriate financial disclosures.

[signature pages follow immediately]

Very truly yours,

AGENT:

**CUSHMAN & WAKEFIELD REALTY OF MANHATTAN,
LLC**

By: _____

Name:

Title:

Date:

JRT REALTY GROUP, INC.

By: _____

Name:

Title:

Date:

OWNER:

MORAVIAN CHURCH NORTHERN PROVINCE

By: _____

Name: Rev. Dr. Elizabeth D. Miller

Title: President, Provincial Elders' Conference

Date:

FIRST MORAVIAN CHURCH

By: _____

Name: Mark Worthy

Title: Vice President, Administrative Board

Date:

[signatures continued on following page]

ACCEPTED AND AGREED TO:

PROSPECTIVE PURCHASER:

(Please Print)

By: _____

Name:

Title:

Date: