

PROPERTY HIGHLIGHTS

- Cushman & Wakefield has been retained on an exclusive basis to arrange for the sale of 240 Crossways Park Drive West in Woodbury, Nassau County, NY. The property is a prime office/flex building located within the Crossways Park Drive Office Park on the northwest corner of Crossways Park Drive West, just south of Crossways Park Drive .
- The property is improved by a 26,000 sq. ft. single-story office/flex building with four units, three of which are currently leased. Additionally, the property has 85 onsite parking spaces to support the tenants day to day operations. There is an additional 15-20 landbanked parking spaces that can be created.
- The building sits on an approx. 2.05 acre lot, benefitting from being on a corner where Crossways Park Drive West wraps around and enjoys a tremendous 545' feet of frontage. This amount of exposure creates a great future signage opportunity.
- In addition to the aforementioned frontage, the property sits approx. 1,500 feet North of the Long Island Expressway (I-495) and approx. 500 feet East of the Seaford-Oyster Bay Expressway (NY-135). With 5,257 sq. ft. currently vacant, and another 13,556 sq. ft. with leases expiring by the end of 2019, there is potential to assemble 18,813 sq. ft. for a credit tenant or corporate headquarters.
- The property is situated within an LI (Light Industrial) zoning district, which allows for a tremendous variety of as of right uses.
- **All inspections must be made by appointment only!**

ASKING PRICE: \$5,800,000



Property Information

Address:	240 Crossways Park Drive West
Neighborhood:	Woodbury
Town:	Oyster Bay
Property Type:	Flex Office
Gross Square Footage:	25,929 (Approx.)
Total Units (Office):	4
Lot Acreage / Square Footage:	2.05 Acres/ 89,338.16 Sq. Ft.
Parking Spaces (Lined):	85 (Additional 10-20 spaces landbanked)
Year Built:	1973
Property Zoning:	LI (Light Industrial)

For more information, please contact:

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Broker Confidentiality and Indemnification Agreement

240 Crossways Park Drive West, Woodbury, NY 11797

Principal: _____
Title: _____
Company: _____
Address: _____
Address: _____
Phone/Fax: _____
E-Mail: _____

**All information for the
Purchaser must be filled
in or the package cannot be
disseminated.**

Salesperson: _____ (“Broker”)
Company: _____
Address: _____
Address: _____
Phone/Fax: _____
E-Mail: _____

Re: Confidentiality and Indemnification Agreement

To Whom It May Concern:

We have advised you that Cushman & Wakefield Realty of Queens, LLC, (“Agent”) is acting as exclusive agents on behalf of the ownership and their related companies the Owner (“Owner”), in connection with the sale of 240 Crossways Park Drive West, Woodbury, NY 11797 (*the “Property”*).

You have informed us that _____ (“Broker”) is authorized to act on behalf of _____ (“Principal”) and represent that Principal is interested in the possible purchase of the Property, and has the experience and financial capabilities to undertake a transaction of this magnitude. Therefore, you have requested that Agent furnish Principal and Broker information concerning the Property. This information may include, without limitation, the offering memorandum prepared by Agent, various papers, leases, documents, legal instruments, studies, brochures, computer output, and other material, and any discussions or Property visitations which are conducted with Principal and/or Broker concerning the Property (all of the aforementioned information is collectively referred to as “Evaluation Material”). In this connection, we are prepared to furnish the Evaluation Material to Principal and Broker only upon the condition that you agree to treat the Evaluation Material confidentially as hereinafter provided. Therefore as a prerequisite to Agent furnishing this Evaluation Material to Principal and Broker, you hereby agree as follows:

All Evaluation Material furnished to Principal and Broker by Agent or Owner will not be used or duplicated by Principal or Broker in any way detrimental to Agent or Owner, or for any purpose other than evaluating a possible purchase of the Property by Principal. Therefore, Principal and Broker agree 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 thereof by Broker, Principal or Related Parties) strictly confidential; provided, however, that the Evaluation Material may be disclosed to the directors, officers, and employees of Principal as well as Broker, and to Principal's outside counsel and accounting firm (all of whom are collectively referred to as "Related Parties") who in Principal's reasonable judgment need to know such information for the purpose of evaluating a possible purchase of the Property. These Related Parties shall be informed of the confidential nature of the Evaluation Material and shall be directed to keep all such information in the strictest confidence and use such information only for the purpose of evaluating a possible purchase by Principal. Any disclosure of Evaluation Material by Related Parties shall be deemed made by and be the responsibility of Principal. Principal and Broker will promptly, upon request of Agent or Owner, deliver to Agent all Evaluation Material furnished to them by Agent or Owner, whether furnished before or after the date of this letter, without retaining copies thereof.

1. Principal and Broker agree not to make any of the Evaluation Material available, or disclose any of the contents of Evaluation Material, or disclose either the fact that discussions or negotiations concerning a possible sale of the Property to Principal are taking place or any of the terms, covenants, conditions, or other facts with respect to any such sale, 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 or partnership or individual. Principal and Broker will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by, and be the responsibility of, Principal.

2. Although we have endeavored to include in the Evaluation Material information which we believe to be relevant to your investigation, Principal and Broker understand and acknowledge that neither Agent nor Owner nor their respective advisors or representatives makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by Agent. Agent and Owner and their respective advisors and representatives make no representations or warranties, expressed or implied, that actual results 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 this Evaluation Material or for omissions from this Evaluation Material, or in any other written or oral communications transmitted or made available to Principal and Broker. Principal and Broker agree that neither Agent nor Owner nor any affiliate or advisor or representative of Agent or Owner shall have any liability to Principal or Broker or any of their representatives or Related Parties resulting from its use of or reliance upon the Evaluation Material.

3. Owner and Agent expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Principal, Broker or any other person or entity and/or to terminate discussions with Principal, Broker or any other person or entity at any time with or without notice. Owner shall have no legal commitment or obligation to Principal, Broker, or any other person or entity reviewing the Evaluation Material or making an offer to purchase the Property unless and until such sale of the Property is approved by Owner on whatever terms 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 Principal's obligations thereunder have, in the opinion of Owner, been fully satisfied. Any person violating this Agreement

shall, in addition to Owner's other rights hereunder, at law or in equity, be disqualified from the bidding process, in Owner's sole and absolute discretion.

4. Principal has been advised that Agent is acting on behalf of Owner on an exclusive basis in connection with the sale of the Property and Owner shall pay Agent only. Agent shall then pay Broker half (50%) of the total commission received by Agent. Broker shall only be compensated once Agent has been paid in full by Owner. Broker and Principal agree to indemnify and hold harmless Agent and Owner and, their respective affiliates, successors and assigns, employees, officers, members and directors from and against any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent (including but not limited to Broker) for commissions, fees or other compensation for bringing about any sale of the Property to Principal if such claim or claims are based in whole or in part on dealings with Broker, Principal or any of their representatives.

5. Principal and Broker 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 reasonable attorney's fees, cases of action or other matters arising out of, caused by or relating to the Principal's or Broker's or Related Parties' breach or violation of the terms and conditions of this Agreement by Broker or Principal 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. Principal and Broker shall not enter upon the Property, inspect the Property (other than drive by inspections), discuss the Property or the possible sale thereof with the employees thereof or of the affiliates of Owner or any of the tenants of the Property, or discuss the possible purchase or lease 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 the Agent.

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 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 (without regard to its conflicts of laws principles). 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 venue 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 two (2) years.

11. We warrant and represent to C&W that we, and all persons and entities owning (directly or indirectly) an ownership interest in us: (a) are not, and shall not become, a person or entity with whom C&W is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly

engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

If you are in agreement with the foregoing, please **E-mail or Fax a Fully Executed Agreement to Thomas Donovan at teamdonovan@cushwake.com or (718) 275-5478 (Fax)**. A failure to return this fully executed letter agreement to us within ten (10) business days will render it null and void and of no further force and effect. We will consider forwarding the Evaluation Material to you as soon as we (i) receive the fully executed Confidentiality and Indemnification Agreement and (ii) satisfy ourselves in our sole judgment that Principal has the experience and financial ability to consummate the contemplated sale transaction (including, if we deem necessary, personal interviews, bank reference investigations, and other appropriate financial disclosures).

Very truly yours,

Cushman & Wakefield Realty of Queens, LLC

By _____

ACCEPTED AND AGREED TO:

Principal: _____ (Please Print)

Signature: _____

Title: _____

Broker: _____ (Please Print)

Signature: _____

Title: _____

Dated: _____

Please E-mail or Fax a Fully Executed Agreement to Thomas Donovan at teamdonova@cushwake.com or (718) 275-5478 (Fax)