

SALE ANNOUNCEMENT

FORECLOSURE SALE
100% OF THE MEMBERSHIP INTERESTS IN
533 WEST 27 STREET JV LLC

Auction Date and Time: August 11th 11:00 A.M. EST



PUBLIC AUCTION: By Order Of The Secured Party – Foreclosure Sale Including 100% Of the Membership Interests in 533 West 27 Street JV LLC

Date and Time: Wednesday, August 11th, 2021, at 11:00am

Place: Due to the COVID pandemic, sale will be conducted virtually.

For Sale

Please take notice that on August 11th, 2021, at the hour of 11:00 AM Eastern Prevailing Time, or as soon thereafter as practicable, Mission Capital Advisors, LLC, on behalf of 534 West 28th Pref LLC, a New York limited liability company (the “**Secured Party**”) will offer for sale the following interests (the “**Interests**”), as permitted pursuant to the terms of that certain Pledge Agreement, dated as of June 8, 2018 (the “**Security Agreement**”), by and between the Secured Party and 533 West 27 Street Common Member LLC, a New York limited liability company (the “**Debtor**”) and Article 9 of the Uniform Commercial Code of the State of New York.

The Interests that the Secured Party is offering for sale are 100% of the common member membership interests in 533 West 27 Street JV LLC, a New York limited liability company (the “**Company**”), owned by Debtor (the “**Sale**”). The Company owns 100% of the issued and outstanding common stock of Westside Realty of New York, Inc., a New York corporation (“**Property Owner**”), which in turn owns the property located at 533-535 West 27th Street, also known as 534-536 West 28th Street (collectively, the “**Property**”). The Sale is being made in connection with the foreclosure on the pledge of the Interests to Secured Party pursuant to which Debtor granted to Secured Party a first priority lien on the Interests as collateral securing the Preferred Equity Obligations of Debtor as defined in that certain Amended and Restated Operating Agreement of 533 West 27 Street JV LLC, a New York limited liability company, dated as of June 8, 2018 (“**Original Operating Agreement**”), and as amended by a First Amendment to the Amended and Restated Operating Agreement entered into as of June 2019, as further amended by that Second Amendment to the Amended and Restated Operating Agreement entered into as of December 2019, and as further amended by a Third Amendment to the Amended and Restated Operating Agreement entered into as of March 31, 2020 (collectively, the “**Amendments to Operating Agreement**”), and with the Original Operating Agreement, sometimes being collectively referred to as the “**Operating Agreement**”).

The Sale shall be conducted virtually via online video conference, as follows, subject to the COVID-19 pandemic and applicable law, including any applicable Executive Orders of the Governor of the State of New York, relating thereto:

URL: <https://bit.ly/UCC533W27>

Meeting Number: 142 725 3693

Passcode: 533W27 (533927 from phones and video systems).

The Sale shall be conducted by Mannion Auctions, LLC, by Matthew D. Mannion, Auctioneer, NYC DCA License No. 1434494-DCA, and/or William Mannion, Auctioneer, NYC DCA License No. 796322, or such other licensed auctioneer(s) as may be selected by the Secured Party, without further publication or notice.

Terms of the Sale

1. Confirmation of Time and Location of Public Sale. The URL address and password for the online video conference shall be as noted above and, if applicable, the address of the in-person location will be provided to all Qualified Participants (as defined in Section 2 below) not less than five (5) days in advance of the Sale. If applicable, the Secured Party will provide the address of the in-person location to all Qualified Participants.
2. Qualification to Participate In Public Sale. Only the Secured Party and Qualified Participants may participate in the Sale. A “**Qualified Participant**” is an entity that timely satisfies the following conditions precedent to participation:
 - a) Register with Mission Capital Advisors, LLC at <https://market.missioncap.com/>, execute of a confidentiality agreement to review documentation relating to the Interests and provide evidence satisfactory to Secured Party, in its sole and absolute discretion, that such bidder has the ability and financial wherewithal to purchase the Interests within the time prescribed in these Terms of Sale, including providing current financial statements and/or a written representation from bidder's sponsors, depository bank or lender regarding such bidder's source of funds, including any equity or debt financing, and, if such bidder is an entity formed for the purpose of acquiring the Interests, such bidder must also deliver to Secured Party current financial statements and/or any other financial information of each of the equity holders of such bidder;

- b) Be an “accredited investor” as such term is defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the “Securities Act”);
 - c) Provide an Internal Revenue Service form W-9; and
 - d) Deposit with an escrow agent designated by the Secured Party, by certified check or wire transfer at least two (2) business days prior to the date of the public sale, the sum of \$250,000 (the “Required Deposit”) in immediately available federal funds. The escrow agreement pursuant to which the Required Deposit will be held in an escrow account and instructions for making the Required Deposit will be provided to all prospective Qualified Participants; and
3. The Collateral.
- a) Information Regarding the Interests. Secured Party will provide to prospective bidders, upon the execution of a confidentiality agreement available from Mission Capital Advisors, LLC and qualification satisfactory to Secured Party, in its sole and absolute discretion, that such bidder has the ability and financial wherewithal to purchase the Interests within the time prescribed in these Terms of Sale, online access to copies of relevant information that the Secured Party possesses concerning the Debtor and the Interests, and certain other related documents and information in the Secured Party’s possession. Such information is provided solely as a courtesy to prospective bidders, and the Secured Party makes no representations or warranties as to any accuracy or completeness of such information. Prospective bidders are hereby advised that (a) although Secured Party has provided access to prospective bidders regarding certain information, there is no assurance that Secured Party does not have other information that it is contractually or legally prohibited from providing to potential bidders due to restrictions in confidentiality agreements or otherwise, or that it has otherwise disclosed all information in its possession relating to the Interests.
- b) The Interests are being sold, strictly on an “AS IS AND WHERE IS” BASIS, AND (i) WITHOUT ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND MADE BY SECURED PARTY (OR ANY OTHER PERSON ACTING FOR OR ON BEHALF OF SECURED PARTY), INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE EXISTENCE OR NONEXISTENCE OF OTHER LIENS, THE QUANTITY, QUALITY, CONDITION OR DESCRIPTION OF THE INTERESTS, THE PROPERTY, AND/OR THE VALUE OF ANY OF THE FOREGOING, AND (ii) WITHOUT ANY RECOURSE WHATSOEVER AGAINST SECURED PARTY (OR ANY OTHER PERSON ACTING FOR OR ON BEHALF OF SECURED PARTY).
4. Method of Public Sale.
- a) The Sale shall be a public auction. Subject to Section 4(b) and (c) below, the Secured Party shall sell the Interests to the Qualified Participant (the “**Selected Participant**”) posting the highest or best bid. All bids (other than bids submitted by Secured Party) must be submitted in writing and must be for cash. The minimum bidding increments will be at least \$100,000 or such other amount as Secured Party may announce at the auction. Higher bids will continue to be entertained until Secured Party has determined that it has received the highest bid from a qualified bidder. No offers may be withdrawn once made, during the auction, but no sale shall be final until accepted in writing by Secured Party.
 - b) If Secured Party, or an affiliate of Secured Party, is not the highest qualified bidder for the Interests, Secured Party reserves the right to designate a back-up bidder. The back-up bidder may be Secured Party, and Secured Party’s back-up bid may be by credit bid in whole or in part. If the highest qualified bidder does not timely fund the entire balance of the Purchase Price and the Transfer Taxes as set forth below, then the back-up bidder shall be notified within five (5) business days after the auction (the “**Back-Up Bidder Notice**”), and shall become the Selected Participant that is obligated, within one (1) business day of receiving the Back-Up Bidder Notice from Secured Party, to consummate the purchase of Interests in accordance with the terms hereof.

- c) Secured Party reserves the right to (i) accept a lower bid or bids if on terms Secured Party determines more favorable to Secured Party or is from a bidder that, in Secured Party's determination, offers a more certain likelihood of execution; (ii) reject any bid if Secured Party determines that such bid was made by a participant that is reasonably likely not to be able to satisfy the conditions hereunder; (iii) postpone the public Sale to a future date and time as Secured Party may deem proper; (iv) continue the public Sale at a future date and time as Secured Party may deem proper; and/or (v) terminate the public Sale prior to consummation thereof.

5. Consummation of Sale

- a) The Selected Participant shall be responsible for paying any taxes or additions thereto required to be paid in connection with the purchase of the Interests (collectively, the "Transfer Taxes").
- b) The Selected Participant shall pay the full amount of its bid as the Purchase Price for the Collateral, after deduction for the Required Deposit, plus Transfer Taxes by wire transfer of immediately available federal funds, and satisfy the sale and transfer requirements in the Loan Documents, in each case no later than 3:00 p.m. Eastern Prevailing Time on the third (3rd) business day after the date of the public sale or, in the case of the back-up bidder, on the third business day after receipt of the Back-Up Bidder Notice. TIME IS OF THE ESSENCE with respect to each of the foregoing periods. If the Selected Participant is the Secured Party, then the foregoing requirements will not apply.
- c) If the Selected Participant fails to pay the balance of the Purchase Price and the Transfer Taxes, the Deposit will be forfeited to Secured Party as its liquidated damages and the Interests may, at Secured Party's option, be sold to the next highest bidder. By bidding at the Sale, each bidder acknowledges that it would not be possible to ascertain Secured Party's actual damages under the circumstances described in this paragraph. A Selected Participant shall have no right to postpone or nullify a Sale of the Interests if it is unable to meet any of the requirements under the any document relating to the Interests.

Description of Debtor's Business

The Debtor is the owner of one hundred percent (100%) of the common member membership interests in 533 West 27 Street JV LLC, a New York limited liability company. The Company owns 100% of the issued and outstanding common stock of Westside Realty of New York, Inc., a New York corporation, which in turn owns the property located at 533-535 West 27th Street (a/k/a 534-536 West 28th Street).



Transaction Team Contact Information

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Disclaimer:

NO OBLIGATION TO SELL SHALL BE BINDING ON SELLER UNLESS AND UNTIL A WRITTEN CONTRACT OF SALE OR PURCHASE AND SALE AGREEMENT IS SIGNED AND DELIVERED BY SELLER. THE SELLER RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO WITHDRAW THE ASSETS FROM THE ASSET SALE, AT ANY TIME. THIS SALE ANNOUNCEMENT HAS BEEN PREPARED TO ASSIST THE RECIPIENT IN DECIDING WHETHER TO PROCEED WITH FURTHER INVESTIGATION OF THE ASSETS. WHILE THE INFORMATION INCLUDED HEREIN IS BELIEVED TO BE ACCURATE AND RELIABLE, SELLER, MISSION AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, ASSIGNEES, OFFICERS, TRUSTEES, DIRECTORS, SERVICERS AND EMPLOYEES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, INCLUDING BUT NOT LIMITED TO THE VALIDITY OR PRIORITY OF ANY LIENS AND THE VALUE OF ANY COLLATERAL. ONLY THOSE REPRESENTATIONS AND WARRANTIES, IF ANY, THAT ARE MADE BY THE APPLICABLE SELLER TO A PROSPECTIVE BIDDER IN A DEFINITIVE, EXECUTED ASSET SALE AGREEMENT SHALL HAVE ANY LEGAL EFFECT.

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