



# SALE ANNOUNCEMENT

# RETAIL PROPERTY / DEED-IN-LIEU SALE | MASSAPEQUA, NY

Sale:	~43,000 SF, Vacant Retail Property / Deed-In-Lieu Sale	
Sale Structure:	Seller will assign the executed/held-in-escrow deed-in-lieu directly to the Purchaser, allowing for immediate transfer of title	
Location:	Massapequa, NY	

#### **OVERVIEW**

On behalf of an undisclosed seller (the "Seller"), Mission Capital Advisors, LLC ("Mission Capital"), in conjunction with Marcus & Millichap ("MMI"), (collectively as "Sale Advisor") are pleased to announce the sale (the "Offering") of a ~43,000 SF retail property on a major thoroughfare in Massapequa, Long Island (the "Property" or "Collateral"). The Seller is in possession of a non-performing loan with a borrower-signed deed-in-lieu in escrow (the "Loan" or "Asset"), allowing for a transfer of the deed to the Purchaser.

#### SALE STRUCTURE

Mission Capital and Marcus & Millichap have been retained as the exclusive Sale Advisor for the sale of a 43,000 SF retail property in Massapequa, NY. The Seller is the note holder, and has a deed-in-lieu from the borrower, presenting prospective bidders (the "Prospective Bidders") with an opportunity to take title immediately. On behalf of the Seller, Mission Capital and MMI are soliciting offers from prospective bidders for the purchase of the Property pursuant to the sale timeline below.

Subsequent to the Seller making an award, the Purchaser will be required to submit a non-refundable deposit, immediately after the signed PSA. The non-refundable deposit amount will be outlined in the PSA.

The Property-level documents, offering memorandum, and additional information will be provided in the data room. The link to access the Confidentiality Agreement for execution and subsequent access to the data room is present in Mission Capital and MMI's sale announcement/teaser emails.

Asset Sale Timeline*		
Event	Date	
Sale Announcement Distributed	Tuesday, July 15, 2025	
Data Room Opens	Thursday, July 17, 2025	
Call For Offers Date	Thursday, August 14, 2025	
Winning Bidder Selected (By or Before)	Thursday, August 21, 2025	
Contract Signed / Non-Refundable Deposit Submitted (By or Before)	Tuesday, August 26, 2025	
Closing Date (By or Before)	Thursday, September 4, 2025	

#### HIGHLIGHTS & SALE SUMMARY

The Sale offers Prospective Bidders the opportunity to acquire a ~43,000 SF retail Property (via an executed deed-in-lieu) located in Massapequa, NY. Sale highlights are as follows:

- The Property is a ~43,000 SF retail pad with nearly 150 feet of frontage along Sunrise Highway, the busiest roadway and retail corridor in Massapequa.
- The Property has excellent visibility and sits at the entrance to a large retail complex with tenants including ShopRite, McDonald's, TJ Maxx, Burlington Coat Factory and Bank of America.
- A national telecommunications tenant occupies 2,500 SF of ground floor space. A fitness tenant that previously occupied 19,000 SF of ground floor space and 22,000 of second-level space recently vacated the property.
- The Seller is the note holder of a 12-month, \$9.66 million acquisition loan that was issued to the borrower in September 2022. The Loan matured in September 2023 and is not accruing. The Sale provides investors the opportunity to purchase the Property at a discount to the loan balance.
- The Seller has an executed deed-in-lieu with the borrower, which is signed and held in escrow. The deedin-lieu will be provided in the data room.
- Property tours will be provided across several scheduled tour dates.
- The Seller will be providing a Phase 1 from origination as well as an updated PCA for all investors' review (amongst other property-level documents), prior to the Call For Offers Date.



### **ASSET SALE PROCESS**

Bidders are subject to qualification by Mission Capital and/or MMI (qualification process will be initiated by Mission Capital and/or MMI as deemed necessary). Access to the Due Diligence Materials will be provided to Prospective Bidders solely at the discretion of Mission Capital and MMI and may be withheld for any reason.

The Seller, in conjunction with Mission Capital and MMI, has prepared an array of due diligence materials (the "Due Diligence Materials") which will be made available to Prospective Bidders that have executed, and are subject to the terms of, the Confidentiality Agreement (the "Confidentiality Agreement"), which can be accessed via Mission Capital and/or MMI's transaction offering emails. Included in the Due Diligence Materials will be the Asset information/documents, Property information/documents, and an offering memorandum for the Asset.

Mission Capital and MMI are soliciting a call-for-offers for the Asset, followed by a best & final offer round (if deemed appropriate) shortly thereafter. Once offers are received, Mission Capital and MMI shall conduct a buyer interview process and select a buyer to run due diligence and subsequently close. The due diligence and closing period shall be determined via discussions between the Seller, Advisor, and Buyer.

#### RESERVATION OF RIGHTS

The Seller, in its sole and absolute discretion, reserves the right to, at any time and without obligation to any Prospective Bidder:

- a) Alter, amend, or supplement the terms and conditions of the Asset Sale or transaction materials.
- Withdraw the Asset from the Sale prior to making an award.
- c) Withdraw the Asset after awarding the Asset, but prior to closing.
- d) Extend any deadline or timeframe.
- e) Accept any bid in accordance with the bidding rules, whether or not it is the highest bid, waive any technical defects therein and/or reject any and all bids.
- f) Terminate discussions and negotiations with any Prospective Bidder at any time and for any reason; and
- g) Not award the Asset and reject any or all bids.

#### **AGREEMENTS**

Please e-sign the Confidentiality Agreement provided in the RCM portal, per the RCM link included in Mission Capital and MMI's sale announcement/teaser emails.

The Seller/Sale Advisor will make the required form of Sale Agreement available to Prospective Bidders. Comments to the Sale Agreement are discouraged and, in any event, must be submitted and approved, in Seller's sole and absolute discretion. The Seller will be selling the Asset subject only to those representations and warranties explicitly stated in the Sale or Asset Purchase Agreement.

No other representations or warranties, either expressed or implied, shall apply. No obligation to sell shall be binding on Seller unless and until a Sale Agreement is signed and delivered by Seller.



All inquiries should be directed through Mission Capital and/or MMI. Neither the Seller, any borrower, borrower affiliates or guarantors are to be contacted. Investors are required to strictly adhere to the terms of the Confidentiality Agreement.

## 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 ASSET PURCHASE AGREEMENT IS SIGNED AND DELIVERED BY SELLER. THE SELLER RESERVES THE RIGHT, IN 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 CAPITAL AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, ATTORNEYS, 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 THAT ARE MADE BY THE SELLER TO A PROSPECTIVE BIDDER IN A DEFINITIVE, EXECUTED SALE AGREEMENT SHALL HAVE ANY LEGAL EFFECT.