



OFFERING MEMORANDUM **AUTOZONE** Cleveland, OH

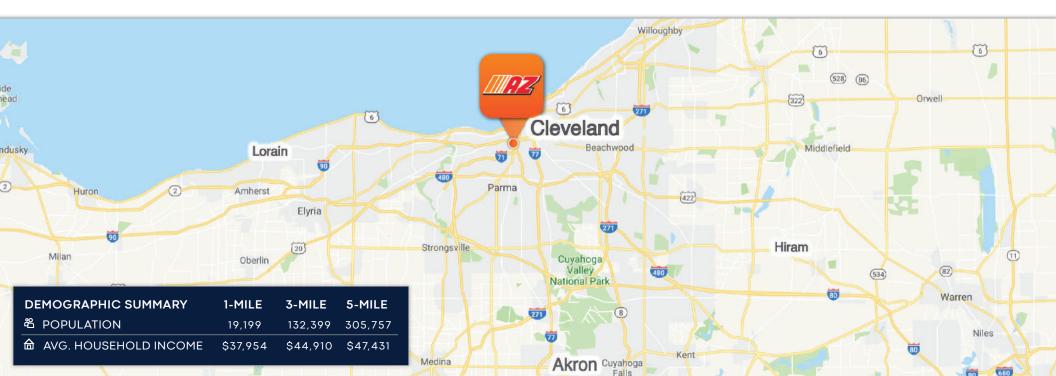
Marcus & Millichap

OFFERING SUMMARY



ADDRESS	3002 Clark Ave, Cleveland, OH 44109
PRICE	\$1,060,000
CAP RATE	5.50%
NOI	\$58,300
RENTABLE SQUARE FEET	6,840
YEAR BUILT	2005
LOT SIZE	0.19 Acres
TENANT TRADE NAME	AutoZone
LEASE GUARANTOR	Corporate
LEASE TYPE	NNN Ground Lease
ROOF & STRUCTURE	Tenant Responsible
LEASE TERM	20 Years

RENT COMMENCEMENT DATE July 2006			July 2006	
LEASE EXPIRATION DATE			July 2026	
TERM REMAINING ON LEASE			7 Years	
INCREASES	10% Increase During Lease & Each Option			
OPTIONS		Four, 5	-Year Options	
BASE RENT	Years 13-20		\$58,300	
OPTION RENT	Years 21-25 Years 26-30 Years 31-35 Years 36-40	(Option 1) (Option 2) (Option 3) (Option 4)	\$64,130 \$70,543 \$77,597 \$85,357	
TENANT RESPONSIBILITIES Taxes, Insurance, CAM, Roof & Structure				
LANDLORD RESPONSIBILITIES None				



INVESTMENT HIGHLIGHTS

INVESTMENT GRADE TENANT

- AutoZone is a publicly traded (NYSE: AZO) Fortune 500 Company and currently holds an investment grade credit rating of BBB with S&P.
- #2 auto parts retailer with 6,000+ locations in the United States with 40 new locations expected in 2019.
- AutoZone has been in business for 39 years and has a current net worth of over \$22.9B.

CORPORATE NNN GROUND LEASE WITH INCREASES

- 20-year NNN ground lease with 7 years remaining and 10% rent increases in lease and each of the four, 5-year options.
- Tenant is 100% responsible for all expenses, which include taxes, CAM, insurance, roof, and structure.

CLEVELAND

- Cleveland is the 2nd largest city in Ohio (pop. 388,072).
- Cleveland is a manufacturing hub, and other economic drivers include financial services, healthcare, and biomedicals.

PRIME METRO LOCATION

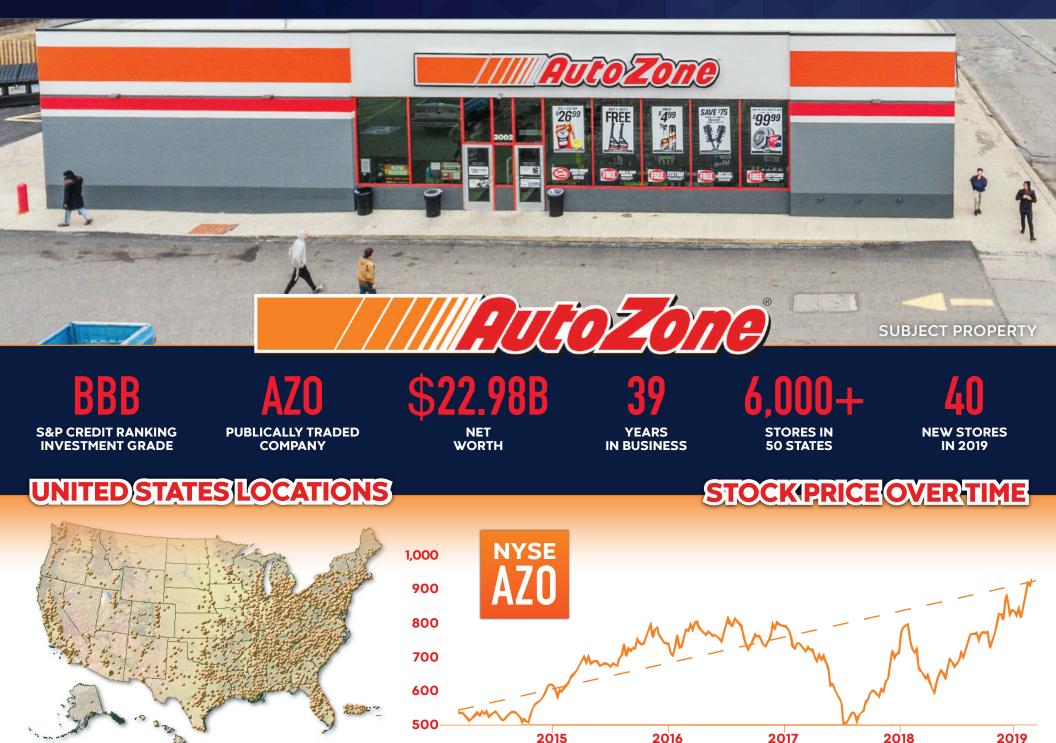
- Subject property is within half a mile of I-490 (144,695 VPD) and I-71 (118,569 VPD).
- 2M Square Feet of retail within a 2-mile radius, which includes Walmart, Home Depot, Target, McDonald's, Walgreens, and more.
- Subject property is less than 1 mile from the MetroHealth System, which recently began a \$2M renovation that includes redevelopment of surrounding properties.
- 3-mile population is 132,399 and 5-mile population is 305,757.

DESIGNATED OPPORTUNITY ZONE

- Opportunity Zone Program is an exciting new investment incentive program designed to provide investors with significant tax benefits for investing capital gains in a Qualified Opportunity Fund (QOF).
- Investors can defer tax on capital gains invested in a QOF until the earlier of the date when the investment in a QOD is sold or exchanged, or December 31, 2026.
- If the QOF investment is held for longer than 5 years, there is a 10% exclusion of the deferred gain. If held for more than 7 years, the 10% becomes 15%.
- After holding the QOF investment for 10 years, taxpayers may sell the investment in the QOF at any time before 2048 and exclude the gain resulting from the sale.



TENANT SUMMARY



MARKET SUMMARY

CLEVELAND HOME TO THE ROCK AND ROLL HALL OF FAME

Cleveland has a population of 388,072, making it the second-largest city in Ohio, and the 51st largest city in the United States. It is a large manufacturing center due to its location on the southern shore of Lake Erie and connections many canals and railroad lines. Other economic drivers include financial services, healthcare, biomedicals. Cleveland is home to the Rock and Roll Hall of Fame and the Playhouse Square Center, which is the second-largest performing arts center in the United States.



OH'S 2ND-LARGEST CITY With an estimated population of 388,072 & the 51st Largest City in OH



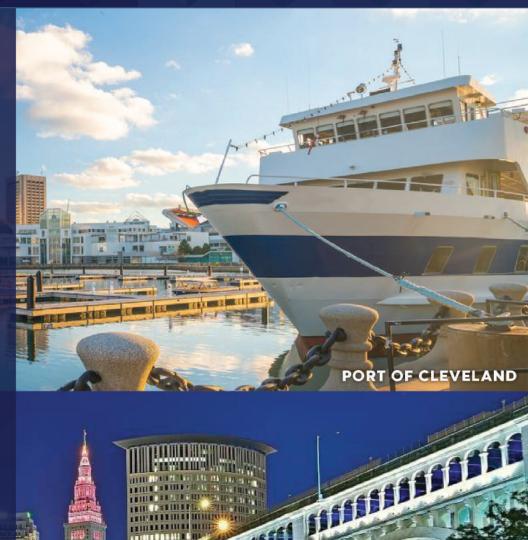
HOME TO THE ROCK AND ROLL HALL OF FAME Attracting over 568,000 Visitors per Year



MANUFACTURING CENTER Due to its prominent location on the Southern Shore of Lake Erie



HOME TO THE PLAYHOUSE SQUARE CENTER Which is the 2nd largest Performing Arts Center in the United States







DEMOGRAPHIC SUMMARY • 5-MILE RADIUS



CLARK AVENU



300,000 PATIENTS SERVED IN THE PAST YEAR

1.4M VISITS IN THE PAST YEAR



10,684 VPD

1



DOWNTOWN CLEVELAND

HWY. 42

20,235 VPD

Asset





Save

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DAL

1

5 10,684 VPD



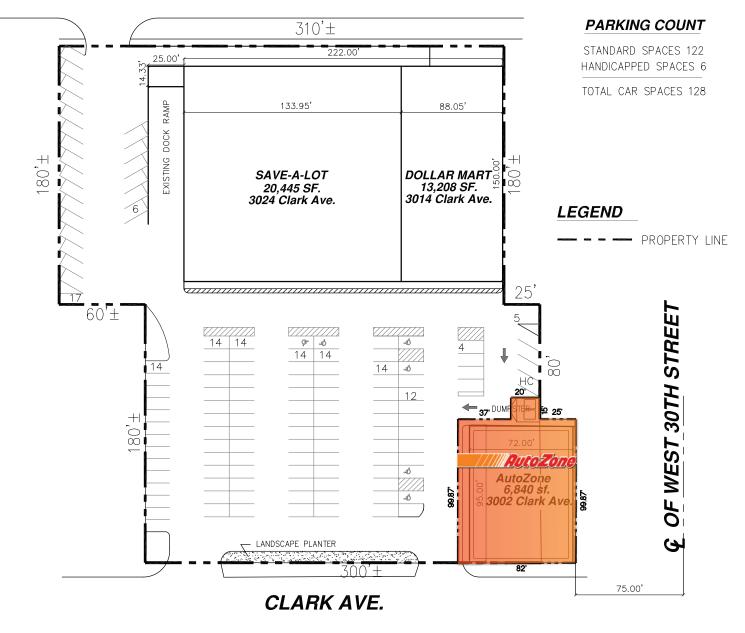
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Auto Zone

SITE PLAN

WALTON AVE.



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Dated: _____

Don McMinn Marcus & Millichap 1100 Abernathy Road, NE, Suite 600 Atlanta, GA 30328

Phone: (678) 808-2762 Fax: (815) 550-1286 don.mcminn@marcusmillichap.com

Re: 3002 Clark Ave., Cleveland, OH 44109 (AutoZone)

Dear Don:

Please accept this offer to purchase the above referenced Property. This letter expresses Purchaser's interest in purchasing the Property under the following terms and conditions:

Purchaser	
Purchaser's Address	
Purchaser's Phone/Fax	
Purchaser's Email Address	
Offer Price	
Earnest Money	\$25,000 earnest money deposit due within forty-eight (48) hours of the Effective Date of the Contract. The Earnest Money shall be increased to \$50,000 at the expiration of the Inspection Period and shall become non-refundable barring any other listed contingencies.
Inspection Period	21 Calendar Days from the Effective Date, which shall mean the date on which the latter of the parties executes a Contract. All available Due Diligence Documents ("Documents") will be forwarded immediately upon the Effective Date of the Contract.

Financing Period (Please Check One)	□ All Cash (No Financing Period)	
	□ Financing: Purchaser shall have ten (10) days from the Effective Date of the Contract to apply for and obtain a financing commitment. In addition, Purchaser shall have 30 days from the effective date of the contract to complete loan processing. Purchaser shall use its best efforts to secure and obtain a new first mortgage loan in the amount of \$ on terms which are acceptable to Purchaser.	
Closing Date (Please Check One)	□ New Property: Within 10 Calendar Days after rent commencement and receipt of tenant estoppel.	
	Existing Property Within 10 Calendar Days after the expiration of the Inspection Period (or Financing Period if applicable).	
Closing Costs	Seller shall pay for the transfer tax. Buyer shall pay for Title. Purchaser and Seller shall each bear its own attorneys expenses. All other Closing Costs shall be split 50-50 between Buyer and Seller.	
Property Condition	Property is being sold "AS IS" with Seller making representations or warranties concerning the property.	
Contract within 10 days:	Within Ten (10) Calendar Days of the Effective Date of this Letter of Intent, Purchaser and Seller shall enter into a binding Contract (the "Contract"). Seller will Draft the Contract and Failure to reach an agreement will allow the Seller to consider this agreement void and accept offers from other parties.	
Broker Commission	□ Purchaser acknowledges that Don McMinn of Marcus & Millichap will represent them in this transaction. Any commissions due to the Purchaser's broker (if applicable) shall be paid by the Seller directly.	
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	commissions due to the Purchaser's broker (if applicable) shall be paid by the Seller directly.	
1031 Exchange	Purchaser [] is / [] is not (check one) completing an IRS 1031 Tax Deferred Exchange, to which the Seller agrees to cooperate providing there is no cost or expense to Seller. Purchaser has \$ in an exchange account from a transaction which closed escrow on Purchaser will provide Seller, upon request, proof of such funds.	

Confidentiality Purchaser and Purchaser's agents and representatives hereby covenant with Seller that Purchaser and Purchaser's agents and representatives shall not, without the prior written consent of Seller (which consent may be withheld in Seller's sole and absolute discretion), disclose to any other person (other than Purchaser's accountants and attorneys) or entity by any means whatsoever: (i) any information pertaining to the Documents; (ii) any information pertaining to the Contract; or (iii) any information or documentation (written or oral) provided by Seller or Seller's agents and representatives concerning Seller, Seller's business, Tenant, Tenant's business or the Property.

This Letter of Intent is contingent upon the prospective Purchaser's willingness to execute Seller's standard Purchase Agreement as well as review and approval of the details of the transaction proposed above by the appropriate principal parties of the Seller.

It is understood and agreed that the foregoing constitutes a *Letter of Intent* setting forth the major business points from our discussions. It is further understood that neither party intends to create any contractual rights or obligations as a result of entering into this *Letter of Intent*. No binding agreement or rights or obligations shall arise as the result of executing this letter or with respect to the proposed transactions, unless and until we execute definitive documentation incorporating the above provisions and other appropriate terms.

If the foregoing accurately reflects our discussions, please acknowledge same by returning a signed copy of this letter. Execution of this Letter of Intent by the undersigned agent in no way binds or obligates the Seller or any of its principals.

Agreed and Accepted Purchaser	Agreed and Accepted Seller
By:	By:
Printed:	Printed:
Dated:	Dated: