

# INVESTMENT SALE

7042 MEADOWLARK DRIVE, BIRMINGHAM, AL, 35242

**\*FINANCIAL DETAILS ON PAGE TWO**

- 28,000 Sq Ft (8,000 Sq Ft Office / 20,000 Sq Ft Warehouse) (18'eaves 20'center)
- Almost 5 acres of land (**approx 2.5 acres not being utilized**)
- Behind Super WalMart on U.S. Highway 280
- Built in 1998, zoned B-2, Unincorporated Shelby County
- Spacious offices, training room, classroom, full kitchen, great layout



## LEASE SUMMARY

Three (3) year lease with Two (2) each One (1) year renewal options

\$11,000 monthly Minimum Rent commencing November 1, 2008  
1.5% annual increases

Tenant pays Landlord's Hazard Insurance and Property Taxes.  
Tenant is responsible for Building Maintenance and Utilities.  
Landlord is responsible for Roof and Structure.

Tenant has been in business since 1965.

In this area, property inventory of this type is virtually non-existent.

Asking price                      \$1,980,000

Net Operating Income/CAP summary vs. Asking Price

	NOI	CAP
Year one	\$132,000	6.7%
Year two	\$133,980	6.8%
Year three	\$135,990	6.9%

Further details will be released upon receipt of signed Confidentiality Agreement, which follows.



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Closing deals for our Clients One Square Foot at a Time

## CONFIDENTIALITY AGREEMENT

The undersigned, \_\_\_\_\_, together with its subsidiaries and affiliates (individually and collectively, the "Interested Party") has expressed an interest in purchasing the improved real properties commonly known as \_\_\_\_\_, (hereinafter collectively "OWNER"). In consideration of the disclosure by OWNER (directly or through its agents) to the Interested Party, and to its officers, employees, attorneys, consultants, agents or representative (collectively, "Representatives") of certain business information which is non-public, confidential and proprietary to OWNER (and with regard to some of which OWNER may be under an obligation not to disclose to any party other than its agents and other parties which have signed a confidentiality agreement), the Interested Party hereby acknowledges, agrees with, and confirms to, OWNER as follows:

1. The term "Information" as used herein means (a) all documents, statements (whether oral or written), analyses, data, rent rolls, environmental reports, compilations, studies, correspondence, financial reports, and other materials provided by OWNER to the Interested Party pertaining to the Portfolio, OWNER or its business and (b) all notes, analyses, compilations, studies, interpretations or other documents prepared by the Interested Party or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Interested Party or its Representatives pursuant hereto; provided, however, that the foregoing shall not require the Interested Party to reveal or disclose to OWNER in any manner any such notes, analyses, compilations, studies, interpretations or other documents prepared by the Interested Party or its Representatives. The term "Information" will not include any document, material or data which (i) is or becomes publicly available other than as a result of the act or acts of the Interested Party or its Representatives in violation of the obligations of this Agreement, or (ii) is in the possession of the Interested Party or its Representatives prior to disclosure by OWNER.
2. The Interested Party and its Representatives will hold in strictest confidence the Information, and will not disclose to others any such Information, except as may be required by order of a Court or Government authority with jurisdiction; provided, however, that in the event the Interested Party or its Representatives are requested or required to disclose any of the Information in connection with a legal proceeding, the Interested Party shall provide OWNER with prompt written notice of any such request or requirement so that OWNER may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Notwithstanding the foregoing, it is understood and agreed that the Interested Party may disclose such Information to (i) its Representatives, (ii) the employees of its Representatives, and (iii) the employees, consultants, accountants and attorneys of the respective principal members or shareholders of the Interested Party (if any), provided further that such persons agree to treat such Information confidentially and not to disclose any such Information to others in violation of the terms of this Agreement.
3. The Interested Party will reveal Information only to those Representatives who need to know the Information for the purpose of evaluating matters directly pertaining to the Portfolio (and its operation) and the possible purchase thereof from OWNER. The Interested Party will inform such Representatives of the confidential nature of the Information, and will direct such Representatives to treat the Information confidentially in accordance with the terms of this Agreement. The Interested Party will be responsible for any breach of any obligations of confidentiality by its Representatives which are set forth in this Agreement and the Interested Party agrees, at its sole cost and expense, to take all reasonable measures to restrain its affiliates and Representatives from prohibited or unauthorized disclosure or use of the Information.
4. If a purchase and sale agreement pertaining to the Portfolio, or a closing under such a purchase and sale agreement, is not consummated between the Interested Party and OWNER, then the Interested Party will return to OWNER all copies of written Information provided to, in the possession of, or disseminated by, the Interested Party or its Representatives, and neither the Interested Party nor its Representatives will use any of the Information for any further purpose whatsoever.
5. The Interested Party will limit the number of copies of Information made and disseminated to a number reasonably necessary for the purpose of evaluating the matters referred to herein. Additionally, the Interested Party will keep a written record of any parties to whom Information is given, and will provide a complete and accurate copy of said record to OWNER immediately upon OWNER's request.
6. The Interested Party hereby acknowledges that the injury to OWNER resulting from a breach of its obligations under this Agreement may be irreparable, and further that monetary damages or other remedies at law may be inadequate to compensate OWNER from the injuries suffered from such a breach. Accordingly, the Interested Party hereby agrees that, in addition to any other remedy to which OWNER may be entitled in law or equity, OWNER will be entitled to seek an injunction or injunctions to remedy breaches of any of the Interested Party's obligations as set forth herein, and/or to compel specific performance of any of the Interested Party's obligations as set forth herein. OWNER may recover reasonable attorneys' fees and court costs in any such action brought by it in connection with the foregoing.
7. If any court determines that any provision of this Agreement is invalid, such determination will not affect the validity of any other provision of this Agreement, which will remain in full force and effect.

8. This Agreement contains the entire agreement and understanding between the Interested Party and OWNER relating to the matters set forth herein, and any agreement hereafter made will be ineffective to change, modify, discharge or effect an abandonment of this Agreement, in whole or in part, unless such agreement is in writing and signed by both OWNER and the Interested Party. Nothing contained herein will be construed as an expression of intention by either OWNER or the Interested Party to enter into definitive arrangements in the nature of a purchase and sale agreement regarding the Portfolio, and no obligation regarding such will be binding upon either OWNER or the Interested Party unless and until a purchase and sale agreement is fully negotiated and executed by the parties.
9. The Interested Party understands and acknowledges that neither OWNER nor any of its representatives (including without limitation any of OWNER's partners, directors, officers, employees, or agents) makes any representation or warranty, express or implied, as to the accuracy or completeness of the Information. The Interested Party agrees that neither OWNER nor any of its Representatives (including without limitation any of OWNER's partners, directors, officers, employees, or agents) shall have any liability to the Interested Party or to any of its representatives relating to or resulting from the use of the Information or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding any transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
10. This Agreement will be governed and construed in accordance with the laws of the State of Alabama.
11. It is the intention of the parties hereto that the provisions of this Agreement will inure to the benefit of OWNER, and the Interested Party acknowledges that its agreement to adhere to the foregoing terms of confidentiality is a material inducement to OWNER to disclose Information to the Interested Party.
12. The Interested Party hereby represents that it is acting as a Principal and will not be receiving any fee or commission from the seller in connection with the transaction unless otherwise stated herein.
13. The Interested Party hereby represents to OWNER that the undersigned is authorized to enter into this Agreement and to bind all parties identified above on whose behalf such person has signed this Agreement.
14. This agreement and all obligations of the interested parties shall survive for a period of three (3) years from the date below.

IN WITNESS WHEREOF, the Interested Party, by its duly authorized attorney in fact, has executed and delivered this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***THE INTERESTED PARTY:***

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**PLEASE RETURN SIGNED CONFIDENTIALITY AGREEMENT VIA FAX TO 205.408.9782 attention Glenn Ponder**