

exclusive offering by dietz commercial/fortis net lease

BUDCO HEADQUARTERS

Highland Park, Michigan

578,050 square feet office/warehouse



offering summary

Property	Purchase Price	Current NOI	Capitalization Rate
Budco World Headquarters	\$37,634,870	\$3,763,487	10%
		3/1/15 \$3,722,214	
		12/1/16 \$3,908,325	

investment highlights

- Budco's world headquarters is located on a 27 acres, two building campus totaling 563,059 square feet. Completed in May 2000 as a built-to-suit, the headquarters building at 13700 Oakland Avenue contains 110,000 square feet of office space, 8,600 square feet of mezzanine space and 252,000 square feet of operations and warehouse space. 350 Victor Avenue was acquired and renovated in 2002 and contains 207,450 square feet of warehouse and light assembly space. The buildings are equipped with the same network, technologies and working infrastructure, allowing constant performance across the entire enterprise. The property features top-quality construction including tilt-up concrete walls, 30' clear height, good depths, excellent loading facilities, and acreage for expansion. www.budco.com
- The Budco world headquarters fronts the Davison Highway, which, along with I-75 and US-10 (Lodge Freeway), constitutes the primary highway system for the area. This location provides uncompromised access to all of Detroit, the neighboring cities, the airport and Canada. The Big Three auto manufacturers are all in close proximity to the Highland Park location (Detroit, Dearborn and Auburn Hills). The GM-Poletown Plant is located within 3 miles of the property.
- Lease is NNN with tenant responsible for all operating expenses and management of the property. Landlords only financial obligation is capped at \$450,000 in the aggregate for the replacement (but not repair) of the roof, exterior four walls and structural foundation.

general information

Tenant:	Brian Unlimited Distribution Company, a Michigan corporation
Address:	13700 Oakland Avenue (Bldg. 1) 350 Victor Avenue (Bldg. 2) Highland Park, Michigan 48203
Square Footage:	578,050 sf 13700 Oakland Avenue – 370,600 sf 350 Victor Avenue – 207,450
Years Built:	13700 Oakland – 2000 350 Victor – 1958/2002
Lease Term:	15 years (NNN)
Lease Commencement:	November 22, 2005
Lease Expiration:	November 21, 2020
Annual Rent:	\$3,763,487 (3/1/15 - \$3,722,214 12/1/16 - \$3,908,325)
Options:	2 - 5 year options 1 - 4 year, 11 month and 15 day additional option
Acreage:	27 acres
Lease Type:	NNN



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CONFIDENTIALITY AGREEMENT

13700 Oakland Avenue & 350 Victor Avenue

In connection with the proposed sale ("Proposed Sale") of the properties known as **13700 Oakland Avenue, Highland Park, MI and 350 Victor Avenue, Highland Park, MA** (together the "Properties"), APCA Budco H, LLC, TIC BUDCO 1, LLC, TIC BUDCO 2, LLC, TIC BUDCO 3, LLC, TIC BUDCO 4, LLC, TIC BUDCO 5, LLC, TIC BUDCO 6, LLC, TIC BUDCO 7, LLC, TIC BUDCO 8, LLC, TIC BUDCO 9, LLC, TIC BUDCO 10, LLC, TIC BUDCO 11, LLC, TIC BUDCO 12, LLC, TIC BUDCO 13, LLC, TIC BUDCO 14, LLC, TIC BUDCO 15, LLC, TIC BUDCO 16, LLC, TIC BUDCO 17, LLC, TIC BUDCO 18, LLC, TIC BUDCO 19, LLC, TIC BUDCO 20, LLC, TIC BUDCO 21, LLC, TIC BUDCO 22, LLC, TIC BUDCO 23, LLC, TIC BUDCO 24, LLC, TIC BUDCO 25, LLC, TIC BUDCO 26, LLC, TIC BUDCO 27, LLC, TIC BUDCO 28, LLC, and TIC BUDCO 29, LLC (together the "Seller") will consider delivering to _____ (the "Accepting Party") certain information which is confidential and/or proprietary in nature (collectively, "Evaluation Material").

By entering into this Confidentiality Agreement (this "Agreement") and accepting the Evaluation Material, Accepting Party agrees as follows:

1. Except for the sole purpose of evaluating the possible acquisition of the Properties by Accepting Party, Evaluation Material will not be used or duplicated for any other purpose, including, without limitation, for the purpose of contacting the Seller's tenants. Accepting Party shall keep all Evaluation Material strictly confidential; provided, however, that such Evaluation Material may be delivered to such persons or entities who because of their involvement with the Proposed Sale need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Sale (all of whom are collectively referred to as "Related Parties"). Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Accepting Party (and Accepting Party shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Sale and in accordance with the terms of this Agreement. If Accepting Party does not purchase the Properties, or upon request of Seller, Accepting Party will promptly deliver to Seller all Evaluation Material furnished, whether furnished before or after the date of this Agreement, without retaining copies thereof, within ten (10) business days.

2. Accepting Party shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Properties or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Properties with any other person or entity except for Seller, except as may be permitted by the preceding paragraphs, or except as may be required by law.

3. In the event that Accepting Party or a Related Party becomes legally compelled to disclose all or any part of the Evaluation Material, Accepting Party will provide Seller with

prompt written notice so that Seller may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Seller waives compliance with the provisions of this Agreement, Accepting Party will furnish only that portion of the Evaluation Material which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Material.

4. Accepting Party acknowledges that remedies at law may be inadequate to protect against breach of this Agreement, and Accepting Party hereby agrees in advance to the granting of injunctive relief in Seller's favor without proof of actual damages, in addition to any other remedies available at law or in equity. Accepting Party shall reimburse Seller for all costs and expenses, including reasonable attorneys' fees incurred by Seller in successfully enforcing Accepting Party's obligations under this Agreement.

5. Seller does not make any representations or warranties as to the accuracy or completeness of the Evaluation Material or that actual results will conform to any projections. Seller expressly disclaims any and all liability for representations or warranties, express or implied, contained in the Evaluation Material, or in any other written or oral communications transmitted or made available to Accepting Party by Seller.

6. Seller is under no legal obligation of any kind whatsoever with respect to the Proposed Sale by virtue of this Agreement, except for the matters specifically agreed to herein.

7. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Properties are located which is applicable to contracts made and to be performed wholly within such State.

Accepted and agreed to as of _____ 2013,

(Accepting Party):

By:
Its: