

8700 COMMERCE PARK DR.

Houston, TX 77036



OFFERING MEMORANDUM

79,000 SF OFFICE BUILDING IN SHARPSTOWN / SOUTHWEST BELTWAY 8

McALPINE  INTERESTS

BUILDING SIZE: 79,000 SF

ASKING PRICE: \$4,167,473

CAP RATE: 7.75%



FOR INFORMATION, CONTACT:

JEFF BENNETT

OFFICE: 281.312.0700

JEFF@MCALPINEINTERESTS.COM

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INVESTMENT HIGHLIGHTS

Primary Use: Office

Submarket: Sharpstown/Southwest Beltway 8

Building Size: 79,000 SF

Site Size: 3.40 Acres

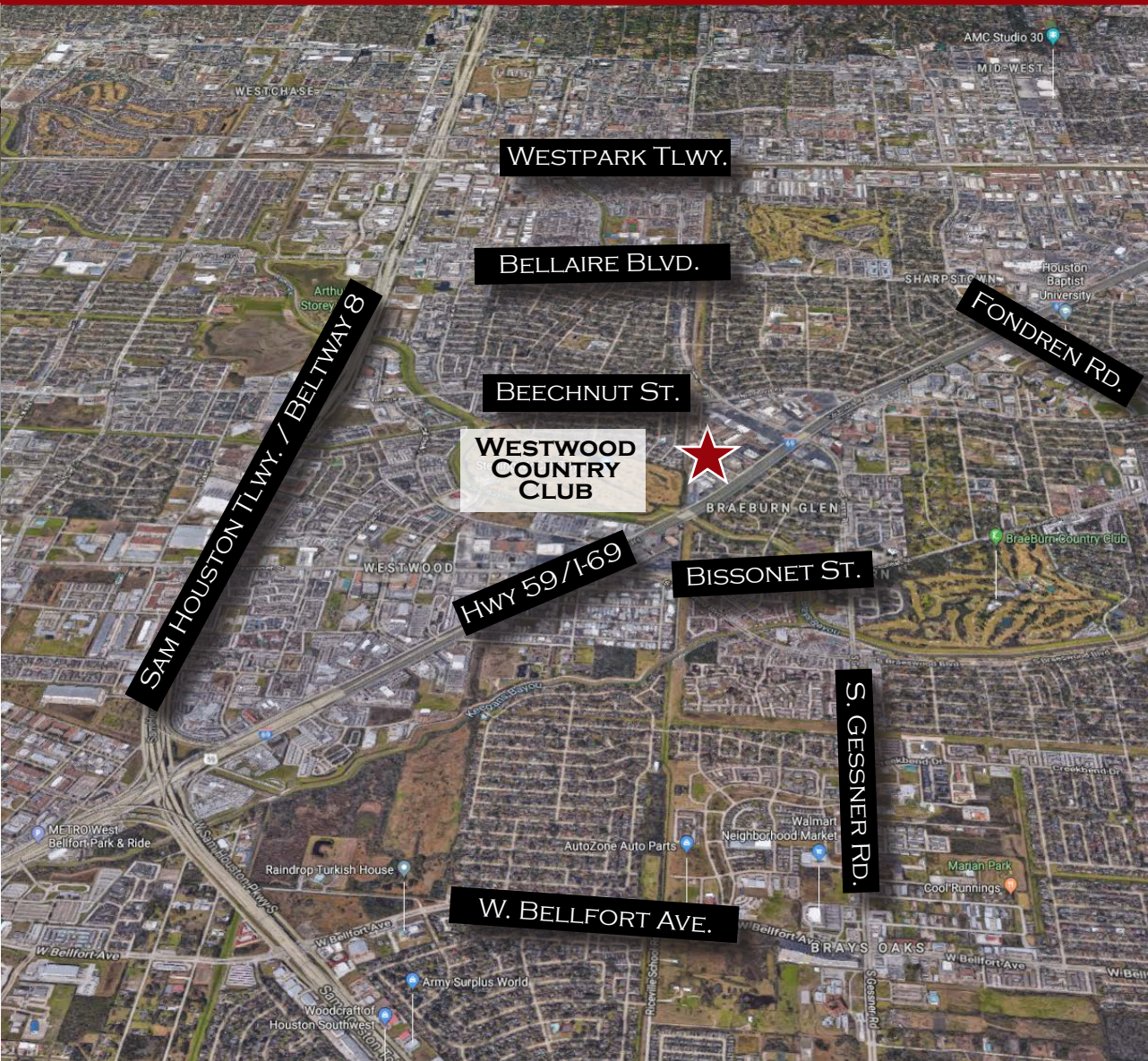
Parking Ratio: 3.0/1,000 (234 spaces)

Number of Stories: 2

Tenants: 50+

Year Built/Year Renovated: 1975 / 2004

Asking Price: \$4,167,473



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PROPERTY DESCRIPTION:

- Two story updated office building with mail room and separate vending area
- Features an open air courtyard
- Direct access to U.S. Highway 59 (Southwest Freeway) via Commerce Park and is easily accessed by several of Houston's major highways including Sam Houston Tollway, Westpark Tollway, and Loop 610
- Near Westwood Country Club, Memorial Hermann Southwest Hospital and is surrounded by numerous hotels, retail, and dining options



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CONFIDENTIALITY AGREEMENT
PERTAINING TO PROPERTY LOCATED AT:
8700 Commerce Park Drive, Houston, TX 77036 ("Property")

Re: The purpose of this letter agreement (the "Agreement"), is to set forth the terms and conditions upon which Dapar, Inc. dba McAlpine Interests, ("MI") the listing broker representing Navtan2, LLC and its related entities (collectively, "Nav2"), will share certain confidential and proprietary information regarding the above Property with, and its affiliates (collectively, the "Interested Party"), in connection with the discussion, analysis, and evaluation by Interested Party of a possible purchase of the Property (the "Transaction"), although Interested Party has not yet entered into a contract to purchase the Property.

To Whom it may Concern:

We appreciate the opportunity to work with you in connection with that certain property located at 8700 Commerce Park Drive, Houston, Texas (the "Property"). As you know in the course of our discussion, MI may furnish to the Interested Party certain confidential, non-public, and proprietary information relating to the business operations of Nav2

The purpose of this letter agreement is to set forth the agreement and understanding of Nav2, MI and the Interested Party with respect to the Nav2 Information. Accordingly, each of Nav2, MI, and the Interested Party agrees as follows:

1. Nav2 Information. As used herein, the term "Nav2 Information" shall include any and all information concerning Nav2 and/or the Property (whether prepared by MI, the Interested Party, Nav2 and irrespective of the form of communication), including, without limitation, any and all rent rolls, analyses, forecasts, financial reports, appraisals,

compilations, studies, interpretations, derivations, or other documents prepared by Nav2, MI, and/or the Interested Party which contain, reflect or are based upon, in whole or in part, the information furnished to the Interested Party by MI and/or Nav2.

2. Confidentiality and Non-Disclosure. Interested Party agree that the Information disclosed pursuant to this Agreement will be maintained in the strict confidence, will not be used in any way detrimental to MI or Nav2 nor for the financial or pecuniary gain of the Interested Party (except in the Interested Party's efforts to purchase the Property), and will be used solely for the purpose of considering and evaluating the Transaction. As long as the Interested Party requires such parties' adherence to this Agreement by such parties, and assumes responsibility for their actions in violation hereof, the Interested Party may share such Information with bona fide lender prospects, partners and investors interested in providing equity investment or loan funds for the purchase of the Property, and to its attorneys, accountants and other professionals engaged in providing advice to the Interested Party with regard to the Property and the prospective Transaction. The provision of Information does not obligate Nav2 in any manner to the Interested Party to enter into a contract to sell the Property, and no agreement between Nav2 and Interested Party will exist in the absence of the execution of a binding written agreement of sale. The Interested Party, nor any of their respective officers, directors, agents, employees, consultants or affiliates, shall, either directly or indirectly, use, reproduce, disclose, disseminate or distribute or permit the reproduction, disclosure, dissemination, or distribution of any Information to any other person, firm, corporation, association or entity in any manner contrary to the terms of this Agreement, without the prior written consent from MI.

3. Prior Consent. The Interested Party will not contact any client, lender, tenant,

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employee or contractor of the Property or Nav2, or any governmental authority with regard to Information relating to the Property, without first obtaining the prior written consent of MI.

4. Representation. The Interested Party represents that you have not contracted with or otherwise engaged any broker, agent or representative in connection with Interested Party's possible acquisition of the Property unless acknowledged to herein below before sending back this Agreement to MI, and Interested Party agree to indemnify, defend and hold Nav2 and MI harmless from and against any and all losses, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with any claim or suit asserted or brought by any broker, agent or representative for commissions, fees or other compensation, to the extent such claim or suit is based in whole or in part on dealing with or through the Interested Party, or its directors, officers, employees, partners, agents, representatives or advisors.

5. Signing Authority. Each person signing for the parties to this Agreement warrants that he or she has authority to bind the respective party to the obligations in this Agreement.

6. Warranties. Neither Nav2 nor MI nor any of their respective officers, employers, agents or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of the confidential information or any of the contents, and no legal commitment or obligation shall arise by reason of the confidential information or the Contents. Analysis and verification of all the information contained in the confidential information is solely the responsibility of the Interested Party.

7. Applicable Law. This letter agreement shall be governed by and construed and enforceable in accordance with the laws of the State of Texas. The parties hereto expressly agree, confirm, and understand that the Interested Party's right to receive any Nav2 information hereunder is not assignable by the Interested Party in any respects.

8. Amendments. This letter agreement may be waived, amended, or modified only by an

instrument in writing signed by the party against which such waiver, amendment, or modification is sought to be enforced.

Please evidence and confirm the Interested Party's agreement with the foregoing by executing this letter agreement at the space indicated below and returning one copy of the same to MI, via email. The Interested Party and their representatives confirm the understanding that any agreements between the Interested Party and Nav2 concerning the acquisition will exist only when such agreement is in writing and duly executed by the parties thereto.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2019:

BUYER PROSPECT

BUYER BROKER (If Applicable)

Company: _____ Company: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

City, St, Zip: _____ City, St, Zip: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

Date: _____ Date: _____

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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and

- any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU & A BROKER SHOULD BE IN WRITING & CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Dapar, Inc. dba McAlpine Interests</u>	<u>313655</u>	<u>rodody@mc Alpineinterests.com</u>	<u>281 973 0456</u>
Licensed Broker/Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			

_____	_____	_____	_____
Designated Broker of Firm	License No.	Email	Phone

_____	_____	_____	_____
Licensed Supervisor of Sales Agent	License No.	Email	Phone

_____	_____	_____	_____
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials _____	Date _____	IABS
1-0		

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

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