

FOR SALE

Absolute NNN Lease Investment

8821 North Sam Houston Parkway E., Humble, TX

www.collierstexas.com

NNN Freestanding Retail



Rendering – Completion of Facility Sept. 2008

Investment

- 5,790-SF Auto Repair Facility on 1.0 Acre
- Frontage on Beltway 8; Easy Ingress and Egress
- In Heavy Residential Growth Area of Fall Creek/Atascocita
- Great Surrounding Retailer Mix
- 10-Year Lease Term, Commencement Sept. 1, 2008
- Absolute NNN Lease
- Rent Increases 8% Every Five Years
- NOI: \$175,500/Year
- Cap Rate: 9.75%
- **Asking Price: \$1,800,000**

EXCELLENT LOCATION & VISIBILITY



62,000 cars/day (2006 TXDOT)

2007 DEMOGRAPHICS

Population: 82,029 (5-mile radius)
Avg. HH Income: \$56,603 (1-mile radius)

1300 Post Oak Blvd. #200 Houston, Texas 77056 Main: 713.830.2111 Fax: 713.830.2118

FOR FURTHER INFORMATION:

David Butler, RECS

713.830.2105

dbutler@collierstexas.com

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REGISTRATION, CONFIDENTIALITY and DISCLAIMER AGREEMENT

THIS AGREEMENT is intended solely for your use in considering the acquisition of the **NNN Lease Investment** (the "Property"), located at **8821 North Sam Houston Parkway East, Harris County, Humble, Texas**. Upon full execution of this Agreement, Listing Broker will provide certain confidential information relative to the Property's status, operation and terms of the sale (collectively "Marketing Information") to Prospective Purchaser and Co-Broker. Prospective Purchaser's execution of this agreement shall authorize Co-Broker to serve as agent for the Prospective Purchaser in the sale of the Property.

The Marketing Information contains brief, selected information pertaining to the business and affairs of the Property. It is not intended to be an offer for the sale of the Property. The Marketing Information is not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither Seller nor Listing Broker make any representation or warranty, expressed or implied, as to the accuracy or completeness of this Package or its contents and no legal liability is assumed or implied with respect thereto.

Co-Broker and Prospective Purchaser acknowledge that Colliers International ("Listing Broker") and Seller expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property's offering, to reject any and all expressions of interest or offers to acquire the Property and/or to terminate discussions with any entity at any time with or without notice. Seller shall have no legal right or obligation to any entity reviewing the Property Information Package or making an offer to acquire the Property unless and until a written agreement for such acquisition has been fully executed, delivered and approved by the Seller and any conditions to the Seller's obligations thereunder have been satisfied or waived.

By your receipt of this Marketing Information, you agree that: its contents are confidential; you will hold and treat it in the strictest of confidence; you will not disclose or permit anyone else to disclose this material or its contents to any other entity without prior written authorization of the Listing Broker and Seller; you will not permit this material or its contents to be used in any fashion or manner detrimental to the interest of the Seller. Photocopying or other duplication is strictly prohibited. **Co-Broker and Prospective Purchaser agree not to disturb any tenants in possession of the Property or employees affiliated with the Property, or to reveal to such tenants or employees that the Property is being offered for sale or any matters relating to the Marketing Information.** If you do not wish to pursue or discontinue negotiations leading to this acquisition, you agree to return all Marketing Information previously delivered to you, if requested to do so.

THIS MARKETING INFORMATION SHALL NOT BE DEEMED A REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF SUCH. PROSPECTIVE PURCHASER'S DECISION TO PURCHASE THE PROPERTY SHALL BE SOLEY BASED ON PROSPECTIVE PURCHASER'S INDEPENDENT INVESTIGATION AND EVALUATION OF THE PROPERTY AND ALL INFORMATION RELATING TO THE PROPERTY AND NOT ANY INFORMATION PROVIDED BY SELLER OR LISTING BROKER. PROSPECTIVE PURCHASER AND CO-BROKER AGREE THAT THE SELLER AND LISTING BROKER SHALL HAVE NO LIABILITY WTH RESPECT TO ANY INFORMATION PROVIDED BY THE SELLER OR LISTING BROKER.

It is essential that all parties to real estate transactions be aware of the health, liability and economic impact of environmental factors on real estate. Colliers International does not conduct investigations or analyses of environmental matters and, accordingly, urges its clients to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCB's and other contaminants or petrochemical products stored in underground tanks) or other undesirable materials or conditions are present at the Property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the Property.

Various laws and regulations have been enacted at the federal, state and local levels dealing with the use, storage, handling, removal, transport and disposal of toxic or hazardous wastes and substances. Depending upon past, current and proposed uses of the Property, it may be prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If such substances exist or are contemplated to be used at the Property, special governmental approvals or permits may be required. In addition, the cost of removal and disposal of such materials may be substantial. Consequently, legal counsel and technical experts should be consulted where these substances are or may be present.

Co-Broker represents and covenants that Co-Broker is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be, a duly licensed real estate broker in good standing in accordance with the real estate licensing laws of the State in which the property is located. Co-Broker represents and covenants that the Co-Broker's relationship with the Prospective Purchaser is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be an "arms length" relationship, wherein the Co-Broker and its affiliates, officers, employees and agents will not be participating in the Prospective Purchaser's proposed ownership structure of the Property.

In the event that (i) the Proposed Sale is consummated by a closing and transfer of title from Seller to Prospective Purchaser and if (i) this Agreement is in full force and effect, (ii) the Co-Broker is in compliance with the terms of this Agreement, (iii) the Co-Broker has continued to represent the Prospective Purchaser throughout the negotiations to acquire the Property, the Listing Broker shall pay to Co-Broker and Co-Broker agrees to accept, as its full and only compensation for its services rendered in connection with the Proposed Sale, a fee equal to **Two Percent (2.0%)** of the sales price paid by Prospective Purchaser for the Property. The preceding notwithstanding, Co-Broker hereby acknowledges that (i) Listing Broker's obligation to pay said fee to Co-Broker is contingent upon Listing Broker's receipt of a full brokerage commission in accordance with Seller's Listing Agreement with Colliers International. Listing Broker shall request that the brokerage commission be paid at closing directly to the receiving parties; however if Seller requires that the brokerage commission be paid to Listing Broker outside of closing, the Co-Broker shall be paid its above described fee within fourteen (14) days AFTER RECEIPT of the full commission paid to Listing Broker by the Seller.

ACCEPTED AND AGREED TO:

PROSPECTIVE PURCHASER:

CO-BROKER:

Print Purchaser Name

Signature: _____

By: _____

Title: _____

Company: _____

Address: _____

 City State Zip

Date: _____

Phone: _____

Email: _____

Print Co-Broker Name

Signature: _____

By: _____

Title: _____

Company: _____

Address _____

 City State Zip

Date: _____

Phone: _____

Email: _____

- Return via facsimile to Marie Patterson at (713) 830-2118 -

Kindly let us know where you saw this listing:

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___ Colliers General Broadcast ___ Email



Information About Brokerage Services

Texas law requires that all real estate licensees present this information about brokerage services to prospective sellers, landlords, buyers or tenants.

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER: The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER: The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY: A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A Broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instruction of one party and another person who is licensed under the Act and associated with the broker to communicate with and carry out instruction of the other party.

If You Choose to Have a Broker Represent You, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Broker asks that you acknowledge receipt of this information about brokerage services for broker's records

Seller / Landlord	Date	Buyer / Tenant	Date
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