

FIFTH THIRD BANK & PIZZA HUT / NNN LAND LEASES

3601 & 3603 BUECHEL BYPASS



DISCLAIMER

The material contained in this Offering Memorandum is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the SVN® Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Owner in connection with the sale of the Property is the SVN Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this Offering Memorandum. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offering Memorandum must be returned to the SVN Advisor.

Neither the SVN Advisor nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future representation of the Property. This Offering Memorandum may include certain statements and estimates with respect to the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the SVN Advisor and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from this Offering Memorandum, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

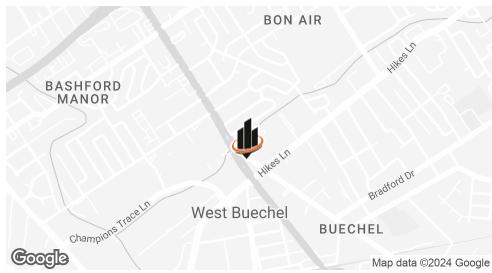
This Offering Memorandum is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, in Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the SVN Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.

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PROPERTY SUMMARY





OFFERING SUMMARY

SALE PRICE:	\$3,050,300
LOT SIZE:	1.256 Acres
CAP RATE:	5.12%
NOI:	\$156,201
ZONING:	C-1
MARKET:	Louisville
SUBMARKET:	Buechel

PROPERTY OVERVIEW

Tremendous opportunity to acquire two, Single Tenant, NNN investment properties in one package, located in Louisville, Kentucky.

The two, long-term Tenants are Pizza Hut and Fifth Third Bank.

The are in a tremendous location, surrounded by three streets. The first is the very popular and busy Bardstown Road, Bardstown Bypass and Hikes Lane. Daily traffic counts are in excess of 40,000!

These are strong, cash flowing properties with an NOI of \$156,201 with a cap rate of 5.12.

Pizza Hut's lease expires in 2027.

Fifth Third is in a new 20 year lease with four options to renew with 12% escalations each.

PROPERTY HIGHLIGHTS

- Two, Single Tennant, NNN Investment Properties in One Package
- Long-term Leases in Place
- . 10000+ Care Dar Dav

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FINANCIAL INFORMATION

LIST PRICE \$3,050,300

NOI \$156,201

CAP RATE 5.12

LANDLORD RESPONSIBILITIES -0-

LEASE INFO

FIFTH THIRD BANK

COMMENCEMENT 2001

TERM 20 YEARS WITH FOUR OPTIONS TO RENEW FOR FIVE YEARS EACH WITH ESCALATIONS OF 12% EACH

EXPIRATION 2041

ANNUAL RENT \$107,877.00

CURRENTLY IN SECOND YEAR OF FIRST OPTION PERIOD.

PIZZA HUT

COMMENCEMENT 1997

EXPIRATION 2027

ANNUAL RENT \$48,323.00

LEASES ARE AVAILABLE UPON COMPLETION AND RETURN OF ATTACHED CONFIDENTIALITY AGREEMENT

SELLER RESERVES THE RIGHT TO RESPOND TO MULTIPLE LETTERS OF INTENT.

RETAILER MAP



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NEARBY REATIL MARKET



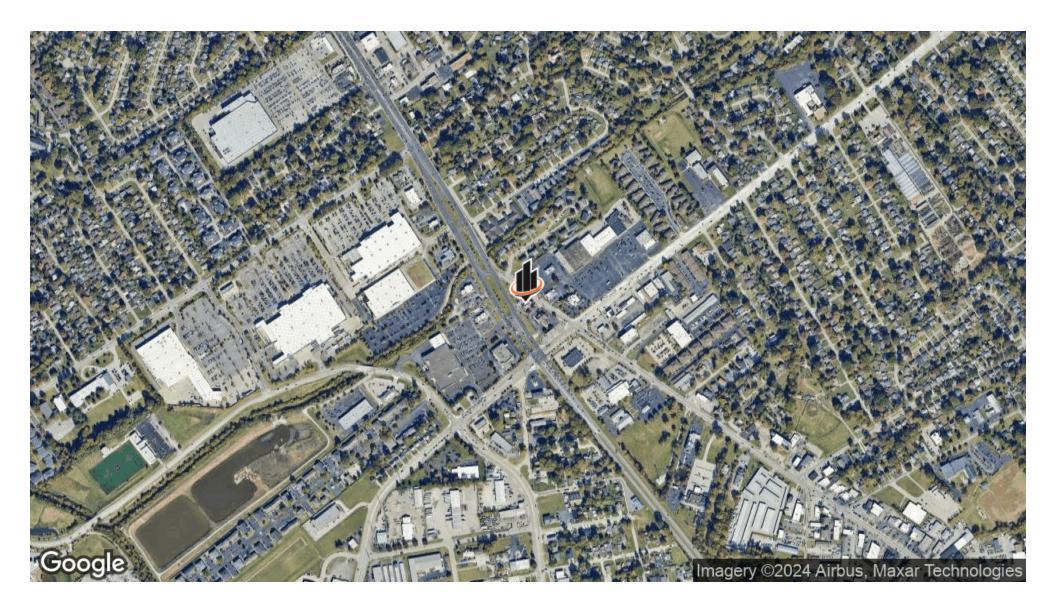


BUSINESSES WITHIN 0.5 MILES

- COSTCO
- TARGET
- HARBOR FREIGHT
- KROGERS
- WALMART
- LOWE'S
- CVS
- WALGREENS
- LIQUOR BARN
- ARBY'S
- WENDY'S
- VALVOLINE
- TUMBLEWEED (local)
- BURLINGTON
- DOLLAR TREE
- ANYTIME FITNESS
- PNC BANK
- WHITE CASTLE
- GNC

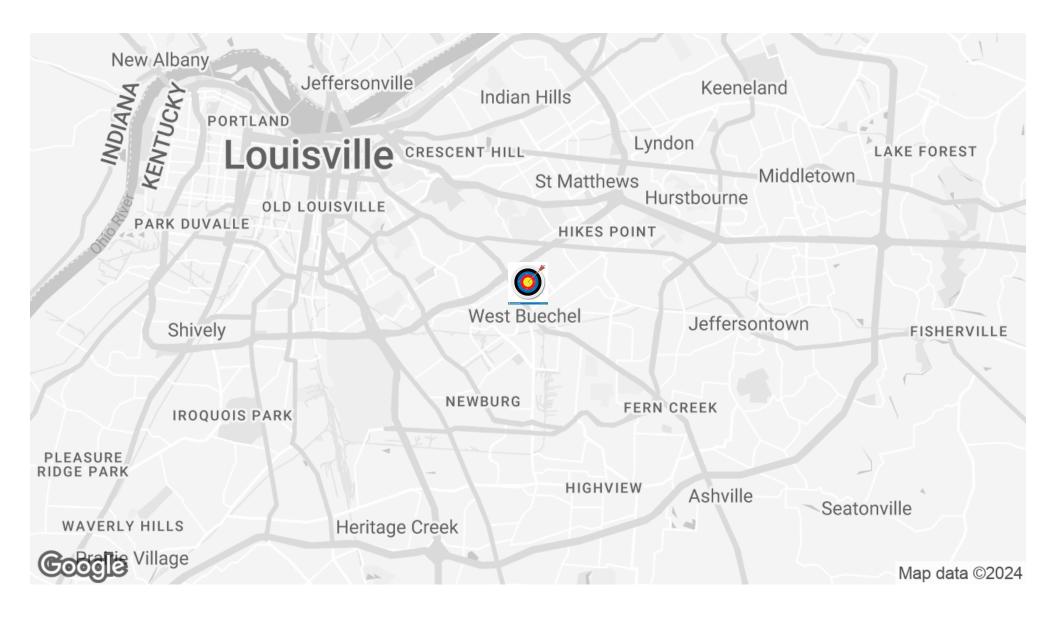
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AERIAL MAP



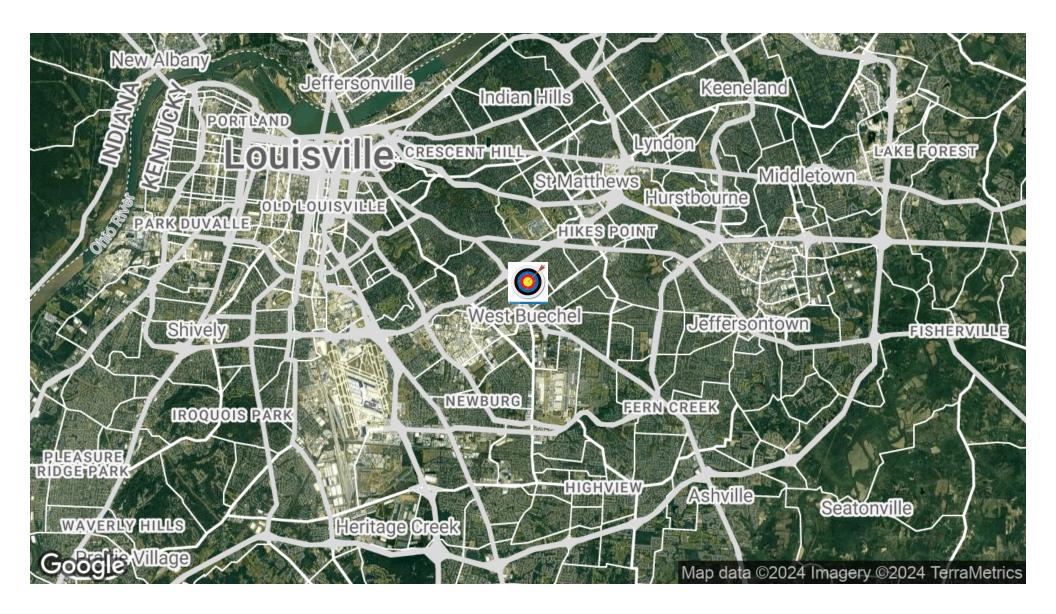
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LOCATION MAP



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LOCATION MAP



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O: 502.849.6849

bill.menish@svn.com

CONFIDENTIALITY AGREEMENT

SVN Menish Commercial Real Estate 4175 Westport Road Louisville, Kentucky 40207 502-419-8186 Agent: Ron Pregliasco,

This agreement is made between
Purchaser, herein called "Purchaser", and SVN Menish CRE, Broker representing Leona Schmid
Properties LLC et al the Seller, herein called "Seller", of the Property at 3601 and 3603 Buechel
By-Pass, Jefferson County, Kentucky.

- 1. CONFIDENTIALITY: Seller shall permit Purchaser to view the Property in return for his/her guarantee that any and all information obtained shall be kept confidential and will be used only by Purchaser and Purchaser's advisors to evaluate the Property with the intent to purchase, herein called the "Permitted Purpose".
- A. Any and all Co-Purchasers, whether involved in or assisting with the purchase of the Property, are considered equally bound to the terms and conditions of this Agreement. Commercial Lenders, Attorneys, Accountants and similar recognized professional advisors shall be bound to confidentiality by assumption that their respective professional ethical standards are equal or greater than this Agreement details and will not need to be disclosed unless considered a Co-Purchaser.
- B. The rights and obligations herein shall bind the Purchasers, their legal representatives, successors, heirs and assigns.
- C. Purchaser agrees not to disclose Seller's intent or any information to any of Seller's current, past or future competitors, customers, employees, or suppliers. Purchaser agrees not to communicate in any way with Seller's employees or tenants without the written consent of the Seller. Purchaser will not tour the Property without the Seller's consent and the Seller's designated representative present.
- D. Purchaser shall disclose the Confidential Information only to those persons who have a need to know for the Permitted Purpose. Purchaser shall require all employees who have access to the Seller's Confidential Information to execute a confidentiality agreement limiting their use of such information to the Permitted Purpose and prohibiting them from disclosing such information to third parties.
- E. Purchaser agrees not to use the information provide to enter into competition with Seller.

- 2. CONFIDENTIAL INFORMATION: 'Confidential Information' shall mean and include the lease entered into by Seller & Tenants on the Property and any and all other financial and proprietary information of the Seller.
- A. Purchaser accepts the responsibility of keeping confidential any and all information about the Property other than that which has previously been disclosed to the public through Seller's advertising or other provable means.
- B. Confidential Information shall not include any information that Purchaser can demonstrate:
 - i. was in Purchaser's possession prior to disclosure by Seller hereunder;
 - ii. was generally known, in the trade or business in which it is practiced by Seller, at the time of disclosure to Purchaser hereunder, or become so generally known after such disclosure, through no act of Purchaser or its employees or agents; or
 - iii. has come into the possession of Purchaser from a third party who is under no obligation to Seller to maintain the confidentiality of such information.

If a particular portion or aspect of Seller's Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to the provisions of this Agreement.

- C. Purchaser agrees not to reproduce or copy by any means Seller's Confidential Information without Seller's prior written permission in each case, except as reasonably required to accomplish the Permitted Purpose. Within ten (10) days of Seller's request at any time, Purchaser shall return to Seller or destroy, at Seller's option, all tangible materials that disclose or embody Seller's Confidential Information.
- D. Purchaser shall not remove any proprietary rights legend from, and shall, upon Seller's reasonable request, add any proprietary legend to, materials disclosing or embodying Seller's Confidential Information.
- E. In the event that Purchaser is ordered to disclose Seller's Confidential Information pursuant to a judicial or government request, requirement or order, Purchaser shall immediately, and in any event prior to complying therewith, notify Seller and take reasonable steps to assist Seller in contesting such request, requirement or order or otherwise protecting Seller's rights. Purchaser may not disclose any Seller Confidential Information in response to any law, rule or regulation, including disclosure rules of the Securities and Exchange Commission, without Seller's prior written consent in each case.
- F. SELLER MAKES NO WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION. Seller accepts no responsibility for any expenses, losses or action incurred or undertaken by Purchaser as a result of Purchaser's receipt or use of Seller's Confidential Information.

- G. Other than as expressly specified herein, Seller grants no license to Purchaser use or reproduce Seller's Confidential Information.
 - 3. REPRESENTATION: Broker makes no representation, express or implied, as to the accuracy of the Confidential Information supplied by the Seller. Broker does not warrant or guarantee any specific performance or profitability of the Property.
- 4. BREACH OF AGREEMENT: This Confidentiality Agreement inures to the benefit of the Seller and shall be enforceable by Broker and Seller by all available and equitable means. Upon breach of this Agreement, the enforcing parties shall be entitled to attorneys fees and other costs related to the enforcement. Purchaser acknowledges that the Property was first disclosed by the Broker.
- A. The parties acknowledge that it will be impossible to measure the damages that would be suffered by Seller if Purchaser fails to comply with this Agreement and that in the event of any such failure, Seller will not have an adequate remedy at law. Seller shall, therefore, be entitled, in addition to any other rights and remedies, to obtain immediately injunctive relief without having to post a bond. Purchaser shall not urge, as a defense to any proceeding for such performance or injunctive relief, that Seller has an adequate remedy at law.
- 5. AGREEMENT: This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.

As the Purchaser, I (we) have read this Confidentiality Agreement and understand its contents, terms, conditions and requirements.

PURCHASER:	
Company	
Address, City, State, Zip	