



REPRESENTATIVE PHOTO

UNDER  
CONSTRUCTION

UPGRADED 2025 CONSTRUCTION | 20-YR ABS NNN | NO SURROUNDING COMPETITION | BONUS DEPRECIATION ELIGIBLE



# SALE-LEASEBACK

927 COMPANY ST, WETUMPKA (MONTGOMERY MSA), AL 36902



## TABLE OF CONTENTS

INVESTMENT HIGHLIGHTS	3
FINANCIAL OVERVIEW	5
DEPRECIATION	6
AERIAL MAPS	7
SITE PLAN	9
REGIONAL MAP	10
PROPERTY PHOTOS	11
TENANT OVERVIEW	13
MARKET OVERVIEW	14
EMPLOYER MAP	17
LEASE ABSTRACT	18



## EXCLUSIVELY LISTED BY

### JARED KAYE

*SVP & SENIOR DIRECTOR*

Direct +1 (404) 897-0452  
Mobile +1 (770) 597-2989  
jared.kaye@matthews.com  
License No. 348701 (GA)

### SONNY MOLLOY

*EXECUTIVE VICE PRESIDENT*

Direct +1 (404) 868-4892  
Mobile +1 (404) 610-6677  
sonny.molloy@matthews.com  
License No. 249161 (GA)

### BENNETT HOLMAN

*ASSOCIATE*

Direct +1 (470) 826-1718  
Mobile +1 (770) 316-3926  
bennett.holman@matthews.com  
License No. 427428 (GA)

### GRANT MORGAN

*ASSOCIATE*

Direct +1 (205) 610-8670  
Mobile +1 (404) 536-1504  
grant.morgan@matthews.com  
License No. 430218 (GA)

### SIMON BEN-MOSHE

*ASSOCIATE*

Direct +1 (470) 826-5072  
Mobile +1 (404) 368-4057  
simon.ben-moshe@matthews.com  
License No. 442909 (GA)

### HUTT COOKE

*BROKER OF RECORD*

License No. 000110253 - 0 (AL)

# INVESTMENT HIGHLIGHTS



## STRONG REAL ESTATE FUNDAMENTALS

- » Wetumpka is an affluent and growing NE suburb of Montgomery
- » Avg. Household Incomes: ±\$83.9k (1-Mi); ±\$88.9k (3-Mi); ±\$95.7k (5-Mi)
- » Large parcel size of ±1.15 acres
- » Lack of nearby national gas/c-store competition
- » Located at the intersection of Coosa River Pkwy (±14,300 VPD) & SR-231 (±24,000 VPD)
  - » Coosa River Pkwy is an east/west thoroughfare that provides connectivity to I-65
  - » SR-231 is a north/south thoroughfare that provides connectivity to Montgomery
- » Ample fuel canopy for 2-axel vehicles with 5 MPDs

## MONTGOMERY, AL MSA ADVANTAGE

- » Home to Alabama's state capital
- » Gross Domestic Product of \$18.8 M (2022)
- » Montgomery made Forbes list as the 8th best metropolitan city to buy a home in 2022
- » Major industries include education and defense
- » Home to Maxwell Air Force Base and other top employers include
- » Baptist Health, Hyundai Motor Manufacturing Alabama, LLC and ALFA Insurance Companies



CONSTRUCTION PHOTOS TAKEN FEBRUARY 2025

# INVESTMENT HIGHLIGHTS



## OPTIMAL LEASE STRUCTURE

- » Rare 20-year base term
- » Four, 5-year renewal options
- » Inflation hedge with 1.5% rent escalations every year throughout the entire lease
- » Absolute triple net (NNN) with NO landlord responsibilities
- » Tax advantages with accelerated & bonus depreciation due to fee simple ownership

## LARGE FRANCHISEE & DOMINANT BRAND

- » Expanding 200+ unit operator across 6 states (AL, AR, GA, LA, SC, TN)
- » 30+ year operating history
- » HQ in Atlanta, GA
- » Absolute triple net (NNN) with NO landlord responsibilities
- » Kangaroo Express quick facts
  - » Owned by Alimentation Couche-Tard (ACT)
  - » ACT is the 2nd largest c-store company with 14,000+ stores globally
  - » Gas Express is the largest ACT franchisee



CONSTRUCTION PHOTOS TAKEN FEBRUARY 2025

# FINANCIAL OVERVIEW



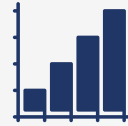
**\$5,100,000**

LIST PRICE



**\$321,300**

NOI



**6.30%**

CAP RATE



**±5,500 SF**

GLA



**±1.15 AC**

LOT SIZE



**2025**

YEAR BUILT

## LEASE SUMMARY

Tenant Trade Name	Gas Express, LLC d/b/a Kangaroo Express
Type of Ownership	Fee Simple
Lease Type	Absolute NNN
Roof and Structure	Tenant
Original Lease Term	20 Years
Lease Commencement Date	COE
Increases	1.5% Per Annum
# of Options	Four, 5-Year Options

## FINANCING INQUIRIES

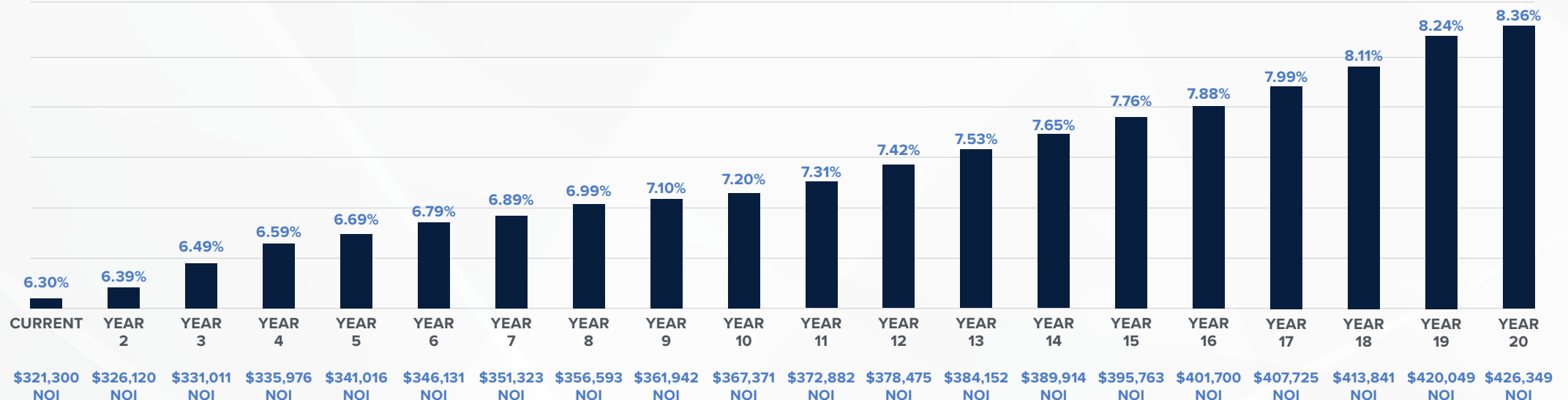
For financing options reach out to:

Andrew Marcus

+1 (646) 298-3027

andrew.marcus@matthews.com

## RETURN GROWTH CHART



# BONUS & ACCELERATED DEPRECIATION

Gas stations and convenience store (c-store) real properties that qualify as a 'retail motor fuel outlet' are eligible to elect a **depreciable life of 15 years rather than the traditional 39-year depreciable life of ordinary real estate**. The Tax Cuts and Jobs Act (TCJA) allows for 40% (2025) bonus depreciation of qualified property – that is, property eligible for the modified accelerated cost recovery system (MACRS) with a recovery period of 20 years or less. This means that in the year of acquisition of a gas station or c-store asset you can immediately write off up to 80-90% of the asset's value – the remaining 10-20% being the non-depreciable land.

## **Bonus Depreciation**

The Tax Cut and Jobs Act passed in 2017 allows up to 40% bonus depreciation in 2025. Each year after, the rate phases out by 20 percent until 2027. For example, let's say you purchase a gas station for \$5,158,000 million and assume 20% is attributed to the land. In 2025, the maximum bonus depreciation you can claim is 40% of the entire purchase price less land value. This means that, in our example, you could deduct \$1,650,560 from your taxable income in the year that you purchased the gas station.

## **Does my gas station qualify for bonus depreciation?**

We always recommend speaking to a tax advisor, but there are some high-level criteria that should help you be on the right path.

The IRS released Coordinated Issue Papers in the late 1990s for Petroleum and Retail Industries Convenience Stores, which provides a detailed definition and qualifying criteria. As per the CIP paper, a C-store at the gas station will qualify as a "retail motor fuel outlet" if they met any of the three following criteria:

- 50% or more of its gross revenues generated from petroleum sales
- Tenant will provide a certified letter to meet this requirement. Ask agent for details.
  - 50% or more of its floor space devoted to petroleum marketing sales
- The C-store building is 1,400 square feet or less

**"If the C-store passes any of the above tests, the entire depreciable basis (net of land) is eligible for a 15-year recovery period, and 40% bonus depreciation if acquired and placed in service after September 27, 2017,"** said Kim Lochridge, Executive Vice President at Engineered Tax Services.

## **Advantages of Accelerated Depreciation**

1. It reduces initial costs.
2. It allows you to take higher deductions upfront.
3. It helps with tax deferrals.

*Agent and its affiliates do not provide tax advice and nothing contained herein should be construed to be tax advice. Please be advised that any discussion of U.S. tax matters contained herein (including any attachments) (i) is not intended or written to be used, and cannot be used, by the recipient of any Information for the purpose of avoiding U.S. tax-related penalties; and (ii) was written to support the promotion or marketing of the transaction or other matters addressed herein. Accordingly, any recipient of this offering summary or of the Information should seek advice based on your circumstances from an independent tax advisor.*

## **BONUS DEPRECIATION PHASE OUT**



# AERIAL MAP



WETUMPKA VILLAGE APARTMENTS  
41 UNITS



RIVER RUN APARTMENTS  
70 UNITS



ROLLING RIDGE APARTMENTS  
COMPLEX



THE JACKSON CLINIC



ELMORE COUNTY  
FIREFIGHTERS ASSOCIATION



Russell  
Doit Center



SUBJECT PROPERTY



COOSA RIVER PKWY ±14,300 VPD

JONES AUTO & WRECKER SERVICE

ARTQUEST  
ART SCHOOL



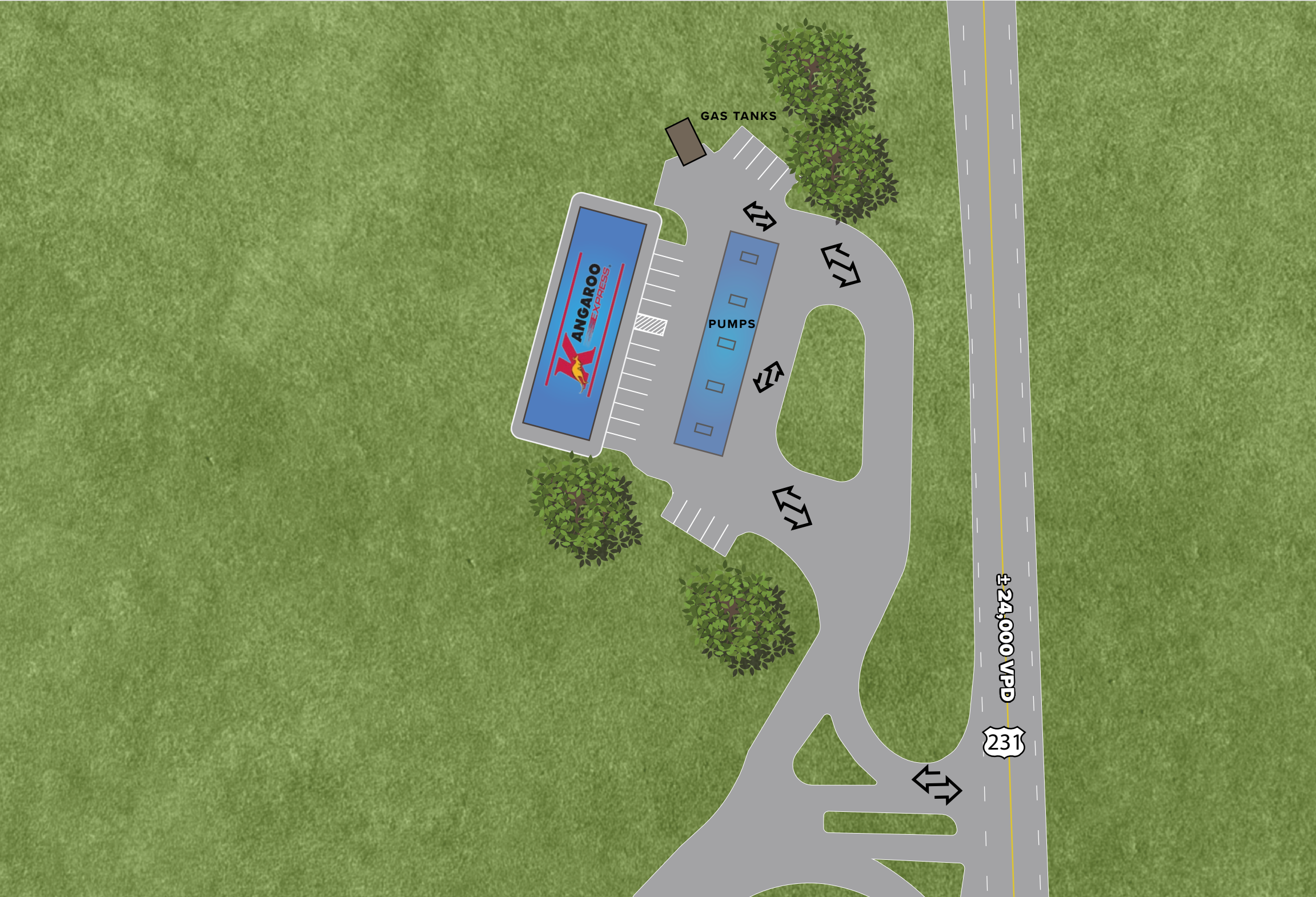
±24,000 VPD



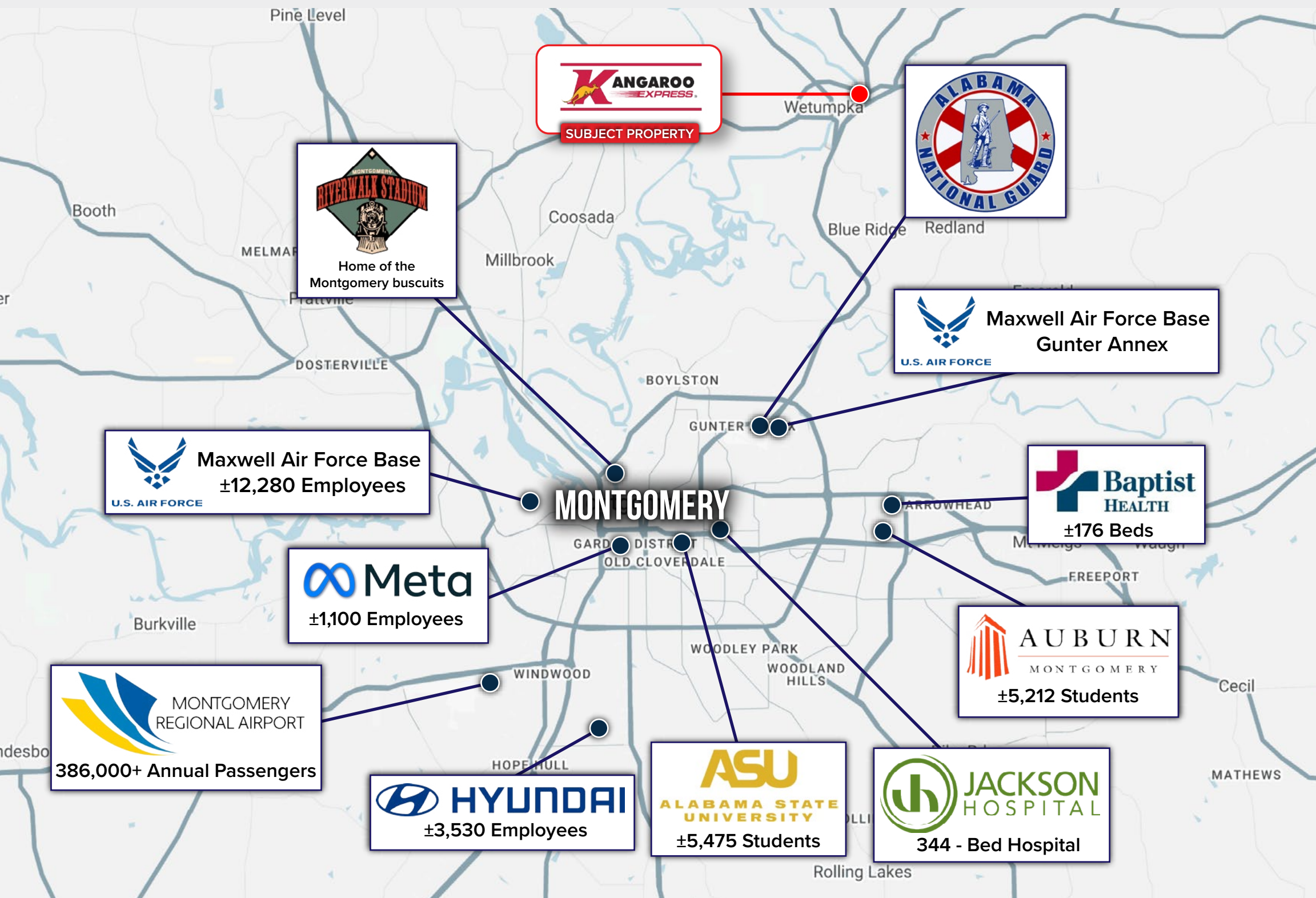
# AERIAL MAP



# SITE PLAN



# REGIONAL MAP





CONSTRUCTION PHOTOS







### KANGAROO EXPRESS / ALIMENTATION COUCHE-TARD

Kangaroo Express is a well-known convenience store chain primarily serving the southeastern United States. Established as part of The Pantry, Inc., it grew rapidly to become one of the largest convenience store operators in the region. Offering a variety of products such as snacks, beverages, fuel, and daily essentials, Kangaroo Express caters to the needs of busy, on-the-go customers. In 2015, Alimentation Couche-Tard, a global leader in convenience and fuel retail, acquired The Pantry, leading to the rebranding of many Kangaroo Express locations to Circle K. However, several stores continue to operate under the Kangaroo Express name, maintaining their familiar neighborhood presence. Alimentation Couche-Tard, the parent company of both Kangaroo Express and Circle K, operates a vast network of convenience stores across North America, Europe, and Asia, with a strong commitment to innovation, customer service, and community engagement. Known for its customer-friendly service and strategic locations, Kangaroo Express remains a convenient stop for travelers and locals alike.

#### HEADQUARTERS

Laval, Quebec, Canada

#### LOCATIONS

16,800+ Worldwide

#### YEAR FOUNDED

1980

#### CREDIT RATING

BBB+/Stable (Investment Grade)



### GAS EXPRESS LLC

Gas Express proudly stands as a franchisee under the reputable banners of Kangaroo Express and Circle K, renowned globally for their top-notch products and stellar customer service. Originally established in 1994 under the moniker S&A Food and Gas, Gas Express foresaw its evolution into a company employing hundreds, deeply embedded within close-knit neighborhoods and communities. Their vision extended beyond mere profit margins, emphasizing a profound dedication to both clientele and staff. The Gas Express team is dedicated to providing distinctive yet consistently reliable service tailored to meet the needs of every market segment. Gas Express currently operates a robust network of over 200 locations spanning Alabama, Arkansas, Georgia, Louisiana, South Carolina, and Tennessee.

#### HEADQUARTERS

Atlanta, GA

#### YEAR FOUNDED

1994

#### # OF STATES

AL, AR, GA, LA, SC, TN

#### LOCATIONS

200+

#### MULTI-BRAND FRANCHISEE



STARBUCKS



Pizza Hut

CHAMPS CHICKEN



Starbucks Master Licensing has been awarded to Gas Express with 20+ locations opening within the next 24 months.

# MARKET OVERVIEW



## WETUMPKA, AL

Wetumpka, AL, strategically located near U.S. Highway 231, offers high visibility and consistent traffic flow, making it an attractive investment opportunity. Its competitive positioning is enhanced by its prime location amidst residential neighborhoods, retail centers, and dining establishments, along with compliance with all zoning and environmental regulations. Proximity to schools and recreational areas further supports a diverse customer base, ensuring steady foot traffic and sales potential. High traffic volume along U.S. Highway 231, especially during commuting hours, supports consistent fuel and in-store sales.

## ECONOMY

Wetumpka's economy is strong, supported by diverse sectors such as healthcare, education, retail, and manufacturing. The city has experienced steady population growth, with a median household income above the state average, driving consumer spending on transportation and convenience goods. Its proximity to Montgomery, a major employment hub, contributes to a stable labor market and a vibrant local economy. Major employers in the region and ongoing development projects enhance economic stability, fostering a favorable retail environment. This economic landscape provides a reliable customer base, supporting the gas station's long-term financial performance and investment potential.

## MAJOR ELMORE COUNTY EMPLOYERS



MONTGOMERY, AL MSA



# AREA DEMOGRAPHICS

POPULATION	1-MILE	3-MILE	5-MILE
2010 Census	5,105	26,430	47,545
2020 Census	5,825	28,610	52,532
2025 Estimate	6,283	30,299	55,280
2030 Projection	6,749	32,131	58,326
Total Growth 2010-2025	23.08%	14.64%	16.27%
Total Growth 2025-2030	7.42%	6.05%	5.51%
HOUSEHOLDS	1-MILE	3-MILE	5-MILE
2010 Census	2,022	10,232	17,869
2020 Census	2,480	11,449	20,585
2025 Estimate	2,731	12,257	21,809
2030 Projection	2,970	13,079	23,120
Total Growth 2010-2025	35.06%	19.79%	22.05%
Total Growth 2025-2030	8.75%	6.71%	6.01%
INCOME	1-MILE	3-MILE	5-MILE
Income < \$15,000	92	561	1,186
Income \$15,000 - \$24,999	223	879	1,776
Income \$25,000 - \$34,999	104	731	1,463
Income \$35,000 - \$49,999	338	1,426	2,831
Income \$50,000 - \$74,999	642	2,338	4,009
Income \$75,000 - \$99,999	425	1,620	2,789
Income \$100,000 - \$124,999	385	1,518	2,442
Income \$125,000 - \$149,999	177	997	1,671
Income \$150,000 - \$199,999	145	923	1,658
Income \$200,000 - \$249,999	88	503	821
Income \$250,000 - \$499,999	67	493	786
Income \$500,000+	45	269	378
Average Household Income	\$95,338	\$105,545	\$99,158
Median Household Income	\$73,544	\$77,617	\$72,427

COMMUTE TIME	1-MILE	3-MILE	5-MILE
Less than 15 Minutes	694	3,817	6,473
15 - 29 Minutes	1,606	6,238	9,847
30 - 44 Minutes	451	2,893	5,832
45 - 59 Minutes	79	353	856
60 or more Minutes	78	442	932
Avg Travel Time to Work (Min)	24	24	25
EMPLOYMENT CLASS	1-MILE	3-MILE	5-MILE
Class of Worker	2,900	14,024	24,695
For-Profit Private Workers	1,730	8,532	15,264
Non-Profit Private Workers	156	944	1,650
Local Government Workers	263	1,063	1,926
State Government Workers	329	1,571	2,674
Federal Government Workers	286	1,022	1,406
Self-Employed Workers	136	890	1,769
In Armed Forces	386	931	1,272
Civilian - Employed	2,935	13,729	24,833
OCCUPATION CLASSIFICATION	1-MILE	3-MILE	5-MILE
White Collar	1,996	8,809	15,099
Blue Collar	448	3,078	5,757
Service and Farming	456	2,137	3,839

# AREA DEMOGRAPHICS

DRIVE TIME AREA						
	5 MIN DRIVE		10 MIN DRIVE		15 MIN DRIVE	
	CURRENT YEAR	5 YEAR FORECAST	CURRENT YEAR	5 YEAR FORECAST	CURRENT YEAR	5 YEAR FORECAST
Total Population	3,574	3,678	12,832	13,321	26,381	27,404
Workday Population	2,138	-	8,931	-	19,222	-
Total Households	1,311	1,361	4,850	5,072	10,134	10,628
Avg Household Income	\$76K	\$79.8K	\$77.1K	\$80.8K	\$79.7K	\$83.2K
Total Consumer Spend	\$8M	\$8.8M	\$115.6M	\$126.8M	\$371.8M	\$409M
TRADE AREA						
	5 MILES		10 MILES		15 MILES	
	CURRENT YEAR	5 YEAR FORECAST	CURRENT YEAR	5 YEAR FORECAST	CURRENT YEAR	5 YEAR FORECAST
Total Population	1,598	1,637	9,364	9,719	14,351	14,872
Workday Population	1,096	-	6,397	-	11,788	-
Total Households	531	548	3,567	3,722	5,485	5,724
Avg Household Income	\$78.3K	\$82.7K	\$77.4K	\$80.9K	\$81.2K	\$84.9K
Total Consumer Spend	\$3M	\$3.3M	\$46.5M	\$50.9M	\$173.9M	\$190.7M



## MONTGOMERY, AL

Montgomery, the capital of Alabama, is a historic and growing city with a population of approximately 200,000 residents. It serves as the cultural, political, and economic hub of the state, featuring a diverse economy driven by government, military, healthcare, manufacturing, and education. The Maxwell Air Force Base, Hyundai Motor Manufacturing Alabama, and a strong presence of state and federal government agencies contribute significantly to employment. Montgomery has experienced steady growth, with investments in downtown revitalization, infrastructure, and business development.

Additionally, Montgomery has embraced smart city initiatives, including public Wi-Fi zones, tech-driven public safety improvements, and advanced transportation systems. With ongoing economic development projects and infrastructure upgrades, Montgomery is positioning itself for continued growth in the Southern U.S. market.

## MONTGOMERY ECONOMY

As of 2023, Montgomery has a **GROSS METROPOLITAN PRODUCT (GMP) OF \$24.07 BILLION**, driven by diverse industries such as government, military, manufacturing, healthcare, and technology. The labor force includes approximately 180,700 individuals, with 175,000 employed and an unemployment rate of 3.2% as of December 2024.

Major employers include **MAXWELL-GUNTER AIR FORCE BASE (12,280 EMPLOYEES), THE STATE OF ALABAMA (10,315 EMPLOYEES), AND HYUNDAI MOTOR MANUFACTURING ALABAMA (3,530 EMPLOYEES)**. The median household income rose to \$54,166 (an 8.36% increase from the previous year), while median property values grew by 13% to \$141,900.

Hyundai's presence has strengthened the automotive sector, while Montgomery TechLab and smart city initiatives are fostering tech innovation and entrepreneurship. The city's cost of living remains below the national average, and ongoing infrastructure investments, workforce development programs, and **DOWNTOWN REVITALIZATION EFFORTS ARE FUELING ECONOMIC MOMENTUM, POSITIONING MONTGOMERY FOR SUSTAINED GROWTH.**

## NEW META DATA CENTER

Meta Platforms plans to open an **\$800 MILLION DATA CENTER** in Alabama's capital city that will support **100 OPERATIONAL JOBS** and build on the company's previous investment in the state. Meta's new 715,000-square-foot, AI-optimized data center will be built off Interstate 65 in Montgomery, across from the Hyundai automotive assembly plant. It will join the company's other Alabama data center campus, located in Huntsville and **REPRESENTING AN INVESTMENT COMMITMENT OF \$1.5 BILLION.**





# MONTGOMERY

ALABAMA'S STATE CAPITAL



## \$410M + 200 JOBS

HYUNDAI MOTOR MANUFACTURING ALABAMA EXPANSION



## \$18.2 M

GROSS DOMESTIC PRODUCT



## 13%

COST OF LIVING (13% BELOW NATIONAL AVERAGE)



## +373K

POPULATION



## 3.7%

LOW UNEMPLOYMENT RATE



## \$2.6B

MAXWELL AIR FORCE BASE  
ANNUAL ECONOMIC IMPACT



## 76

COST OF LIVING SCORE

# EMPLOYER MAP

## MONTGOMERY MAJOR EMPLOYERS

- 1 MAXWELL-GUNTER AIR FORCE BASE  
±12,280 EMPLOYEES
- 2 STATE OF ALABAMA  
±10,315 EMPLOYEES
- 3 BAPTIST HEALTH SYSTEMS  
±4,300 EMPLOYEES
- 4 MONTGOMERY PUBLIC SCHOOLS  
±4,524 EMPLOYEES
- 5 HYUNDAI MOTOR MANUFACTURING AL  
±3,530 EMPLOYEES
- 6 ALFA INSURANCE COMPANIES  
±2,568 EMPLOYEES
- 7 CITY OF MONTGOMERY  
±2,500 EMPLOYEES
- 8 MOBIS ALABAMA, LLC  
±1,400 EMPLOYEES
- 9 BUSINESS AND ENTERPRISE SYSTEMS  
±1,350 EMPLOYEES
- 10 JACKSON HOSPITAL & CLINIC, INC  
1,300 EMPLOYEES
- 11 KOCH FOODS  
±1,250 EMPLOYEES
- 12 META DATA CENTER  
±1,100 EMPLOYEES

BUSINESS & ENTERPRISE SYSTEMS  
±1,350 EMPLOYEES

**Alfa Insurance**  
AUTO • HOME • LIFE • BUSINESS  
±2,568 EMPLOYEES

  
±12,280 EMPLOYEES

  
±10,315 EMPLOYEES

  
JACKSON HOSPITAL  
±1,350 EMPLOYEES

CITY OF MONTGOMERY  
±2,500 EMPLOYEES

MONTGOMERY PUBLIC SCHOOLS  
±4,524 EMPLOYEES

  
KOCH FOODS  
±1,250 EMPLOYEES

HYUNDAI  
**MOBIS**  
±1,400 EMPLOYEES

  
Meta  
±1,100 EMPLOYEES

  
BAPTIST MEDICAL CENTER  
South  
±4,300 EMPLOYEES

  
±3,530 EMPLOYEES

# LEASE ABSTRACT

**TENANT:** Gas Express, LLC d/b/a Kangaroo Express

**LEASE COMMENCEMENT:** At Close of Escrow

**ADDITIONAL RENT:** “Additional Rent” shall collectively mean all Taxes, insurance, maintenance expenses, operating expenses, administrative expenses and all other costs and expenses of every nature incurred in connection with the operation of the Premises and all Improvements thereon that are more fully set forth herein or otherwise incurred.

**UTILITIES:** During the Lease Term, Tenant shall open its own accounts for utilities serving the Premises, including without limitation (if applicable) gas, electricity, water, sewer, sanitation and all other utilities required by Tenant for the Premises and Tenant shall be responsible for all such utility charges.

**CARE OF PREMISES:** Tenant assumes the sole responsibility for the condition, use, operation, maintenance, repairs, replacement and management of the Premises and Landlord shall have no responsibility in respect thereof and shall have no liability for damages to the property.

**TAXES:** Tenant agrees to pay, as Additional Rent, all personal property taxes and assessments, ad valorem or real estate taxes and assessments (including, without limitation, general and special assessments for public improvements or benefits whether or not commenced or completed during the Lease Term, as same may be extended or renewed, sanitary and trash removal assessments, and all property owners', association, subdivision, and all other types of public, quasi-public or private assessments, fees or exactions or similar charges of any nature whatsoever), water charges, sewer rents and all other taxes or any type of assessments whatsoever levied, assessed or imposed at any time by any Governmental Authorities upon or against the Premises or any portion thereof, which accrue or become due with respect to any period during the Term, and also any tax or assessment levied, assessed or imposed against the Premises or any portion thereof at any time by any Governmental Authorities in connection with any franchise, or the receipt of any income, rent or profit from the Premises to the extent that same shall be in lieu of all or a portion of any of the aforesaid taxes or assessments upon or against the Premises, and which accrue or become due with respect to any period during the Term (collectively, the “Taxes”).

**INSURANCE:** Tenant shall, during the Term of this Lease, and at Tenant’s expense, maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant’s trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value of all Improvements and Personalty (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars (\$5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a “dram shop” or alcoholic beverage control act, the Premises and the business related to the Premises with a cross liability clause and a severability of interests clause to cover Tenant's indemnity and including an endorsement if necessary to provide coverage of personal injury and defense for a third party, all in limits of not less than One Million and No/100 Dollars (\$1,000,000.00) inclusive per occurrence or, upon Landlord's request, such higher limits as shall become customary under new leases of comparable Premises; and (e) such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender.

**ASSIGNMENT & SUBLETTING:** Additionally and notwithstanding anything to the contrary set forth herein, Tenant shall have the right (subject to Landlord’s consent as set forth hereinafter), with no less than thirty (30) days’ prior notice to Landlord (the “Notice of the Intended Assignment”) without any charge of any kind by Landlord (other than the Lease Transfer Admin Fee) and without Landlord having any recapture right, to assign this Lease (i) to TMC Franchise Corporation or its parent, affiliate or subsidiary (the “Permitted Assignment”) if said entity possesses financial creditworthiness, cash flow and liquidity that is at least equal to or better than the financial creditworthiness, cash flow and liquidity of Tenant as of the Effective Date (collectively, the “Net Worth Threshold”); or (ii) to an assignee that possesses financial creditworthiness, cash flow and liquidity that is at least equal to or better than the Net Worth Threshold. Tenant shall provide Landlord the financial statements of the assignee supporting compliance with the Net Worth Threshold (the “Net Worth Threshold Evidence”), concurrently with the Tenant’s Notice of the Intended Assignment. If there is an assignment consented to by Landlord under either Clauses (i) or (ii) in this Section, then, upon entry of the instrument of assignment, the assigning Tenant of the assigning Tenant shall be released from all further payments of Rent and for the performance of all terms, covenants and conditions of the Lease after the effective date of the assignment.

**FINANCIAL REPORTING:** Tenant shall deliver to Landlord (i) a current financial statement of Tenant of this Lease; and (ii) the last two (2) years’ filed federal tax returns for Tenant. Not more than once in a given Lease Year, but only upon prior request from Landlord, Tenant shall provide to Landlord an annual financial statement of Tenant in such form as Landlord may reasonably request. In addition, thereto, but only upon prior request from Landlord, the Tenant shall also deliver on an annual basis to Landlord, a copy of the federal income tax return for Tenant no later than 30 days following the date upon which such tax returns are filed.

## CONFIDENTIALITY & DISCLAIMER STATEMENT

This Offering Memorandum contains select information pertaining to the business and affairs of the property owner and its tenant for real property located at **927 Company St, Wetumpka, AL 36902** (“Property”). The Offering Memorandum may not be all-inclusive or contain all of the information a prospective purchaser may desire. The information contained in this Offering Memorandum is confidential and furnished solely for the purpose of a review by a prospective purchaser of the Property. It is not to be used for any other purpose or made available to any other person without the written consent of Seller or Matthews Real Estate Investment Services™. The material and information in the Offering Memorandum is unverified. Matthews Real Estate Investment Services™ has not made any investigation, and makes no warranty or representation, with respect to square footage, income and expenses, the future financial performance of the property, future rent, and real estate value market conditions, the condition or financial prospects of any tenant, or the tenants’ plans or intentions to continue to occupy space at the property. All prospective purchasers should conduct their own thorough due diligence investigation of each of these areas with the assistance of their accounting, construction, and legal professionals, and seek expert opinions regarding volatile market conditions given the unpredictable changes resulting from the continuing COVID-19 pandemic. The information is based in part upon information supplied by the Owner and in part upon financial information obtained from sources the Owner deems reliable. Neither owner, nor their officers, employees, or real estate agents make any representation or warranty, express or implied, as to the accuracy or completeness of this Offering Memorandum, or any of its content, and no legal liability is assumed or shall be implied with respect thereto. Prospective purchasers should make their own projections and form their own conclusions without reliance upon the material contained herein.

By acknowledging your receipt of this Offering Memorandum for the Property, you agree:

1. The Offering Memorandum and its contents are confidential;
2. You will hold it and treat it in the strictest of confidence; and
3. You will not, directly or indirectly, disclose or permit anyone else to disclose this Offering Memorandum or its contents in any fashion or manner.

Matthews Real Estate Investment Services™ is not affiliated with, sponsored by, or endorsed by any commercial tenant or lessee in the Offering Memorandum. The presence of any entity’s name or logo, including any commercial tenant’s name or logo, is informational only and does not indicate or suggest any affiliation and/or endorsement of Matthews Real Estate Investment Services™, the property, or the seller by such entity.

Owner and Matthews Real Estate Investment Services™ expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property and to terminate discussions with any person or entity reviewing this Offering Memorandum or making an offer to purchase the Property unless and until a written agreement for the purchase and sale of the Property has been fully executed and delivered.

If you wish not to pursue negotiations leading to the acquisition of the Property or in the future you discontinue such negotiations, then you agree to purge all materials relating to this Property including this Offering Memorandum.

A prospective purchaser’s sole and exclusive rights with respect to this prospective transaction, the Property, or information provided herein or in connection with the sale of the Property shall be limited to those expressly provided in an executed Purchase Agreement and shall be subject to the terms thereof. In no event shall a prospective purchaser have any other claims against Owner or Matthews Real Estate Investment Services™ or any of their affiliates or any of their respective officers, directors, shareholders, owners, employees, or agents for any damages, liability, or causes of action relating to this solicitation process or the marketing or sale of the Property.

This Offering Memorandum shall not be deemed to represent the state of affairs of the Property or constitute an indication that there has been no change in the state of affairs of the Property since the date of this Offering Memorandum.

**Net Lease Disclaimer:** There are many different types of leases, including gross, net, single net (“N”), double net (“NN”), and triple net (“NNN”) leases. The distinctions between different types of leases or within the same type of leases, such as “Bondable NNN,” “Absolute NNN,” “True NNN,” or other NNN leases, are not always clear. Labels given to different leases may mean different things to different people and are not defined legal terms. Buyers cannot rely on the labels or marketing descriptions given to any lease when making their purchasing decisions. Buyers must closely review all lease terms and are advised to seek legal counsel to determine the landlord and tenant’s respective rights and duties under the lease to ensure the lease, regardless of how labeled or described, meets the buyers’ particular needs.

## EXCLUSIVELY LISTED BY

### JARED KAYE

*SVP & SENIOR DIRECTOR*

Direct +1 (404) 897-0452

Mobile +1 (770) 597-2989

jared.kaye@matthews.com

License No. 348701 (GA)

### SONNY MOLLOY

*EXECUTIVE VICE PRESIDENT*

Direct +1 (404) 868-4892

Mobile +1 (404) 610-6677

sonny.molloy@matthews.com

License No. 249161 (GA)

### BENNETT HOLMAN

*ASSOCIATE*

Direct +1 (470) 826-1718

Mobile +1 (770) 316-3926

bennett.holman@matthews.com

License No. 427428 (GA)

### GRANT MORGAN

*ASSOCIATE*

Direct +1 (205) 610-8670

Mobile +1 (404) 536-1504

grant.morgan@matthews.com

License No. 430218 (GA)

### SIMON BEN-MOSHE

*ASSOCIATE*

Direct +1 (470) 826-5072

Mobile +1 (404) 368-4057

simon.ben-moshe@matthews.com

License No. 442909 (GA)

### HUTT COOKE

*BROKER OF RECORD*

License No. 000110253 - 0 (AL)



# SALE-LEASEBACK

927 COMPANY ST, WETUMPKA (MONTGOMERY MSA), AL 36902