



FOR SALE

ANDREW BARR
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297 SOUTH MAIN STREET | OBERLIN, OH



STATION SQUARE PLAZA

Crescendo Commercial Realty is pleased to present Station Square Plaza, a multi-tenant, CVS anchored retail center located near the campus of Oberlin College. The investment offers year one in-place net operating income of \$102,349. Additionally, there is a outparcel and 11,592 SF end cap availability offering significant upside potential.

Station Square Plaza represents the unique opportunity to acquire a high upside asset in a growing ecosystem. If you would like to review more information on the opportunity, please sign and return the attached confidentiality agreement to Andrew Barr by email at Andrew@cc-realty.com



**In-Place
NOI
\$102,349**



**Stabilized
NOI
\$230,305**



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is made and entered into on the last date executed below by _____ ("Potential Purchaser") concerning the real property located at 297 South Main Street, Oberlin, Ohio 44074 ("the Property") and the owner of the Property, Station Partners, LP ("Owner").

WITNESSETH:

WHEREAS, the owner of the Property ("Owner") is considering a potential sale of the Property to Potential Purchaser;
and

WHEREAS, Potential Purchaser requires certain confidential information, including but not necessarily limited to financial information, lease information, and/or other information and/or documents about the Property for the purpose of evaluating the potential purchase of the Property ("Confidential Material"); and

WHEREAS, Owner is agreeable to supplying the Confidential Material to Potential Purchaser concerning the Property in strict confidence, subject to the terms and conditions this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1.) Potential Purchaser shall hold in strict confidence, all Confidential Material received from Owner in connection with the proposed purchase of the Property, except to the extent such Confidential Material can be shown to have been (a) previously known on a non-confidential basis by Potential Purchaser, (b) developed independently by Potential Purchaser, (c) in the public domain through no fault of Potential Purchaser, or (d) lawfully acquired by Potential Purchaser from sources other than Owner; provided that Potential Purchaser may disclose such Confidential Material to its directors, officers, accountants, appraisers, and legal counsel in connection with the proposed purchase of the Property, so long as such persons are provided a copy of this Agreement and agree in writing to be bound by the terms of this Agreement.

2.) Potential Purchaser acknowledges and agrees that Owner would suffer irreparable loss and damage if Potential Purchaser should breach or violate any of the provisions contained in this Agreement. Potential Purchaser further acknowledges and agrees that each of the terms contained in this Agreement is reasonably necessary to protect and preserve the business, assets, and/or interests of Owner. Potential Purchaser therefore agrees and consents that in addition to any other remedies available, Owner shall be entitled to injunctive relief to remedy a breach or contemplated breach by Potential Purchaser of any of the terms of this Agreement.

3.) Potential Purchaser agrees not to announce or disclose to any third person its participation in communications with the Owner concerning the potential purchase of the Property or the matters contained in this Agreement without the advance written consent of Owner.

4.) This Agreement shall be and is for the express benefit of Owner and any successors and assigns of Owner.

5.) Owner and Potential Purchaser agree that any communications concerning the Confidential Material is solely for the purpose of the Potential Purchaser's potential purchase of the Property.

6.) Neither this Agreement nor any disclosure or delivery of Confidential Material by Owner shall constitute or imply any promise, intention, and/or commitment by the Owner to do anything. In addition, Owner shall not be obligated by this Agreement to furnish Potential Purchaser with any particular Confidential Material. However, whatever Confidential Material is provided by Owner will be subject to the terms of this Agreement.

7.) Potential Purchaser agrees to be responsible for any acts and/or omissions by and/or through Potential Purchaser and/or any third parties who receive Confidential Material in breach of this Agreement and/or who use any Confidential material in violation of this Agreement, and Potential Purchaser further agrees to defend itself and themselves and pay any judgments and costs arising out of any such acts and/or omissions.

8.) The provisions of this Agreement are severable, and if any one or more provisions of this Agreement may be determined to be illegal and/or otherwise unenforceable, in whole or in part, for any reason, then the remaining provisions shall nevertheless be binding and enforceable to the extent permitted by law.

9.) This Agreement constitutes the entire agreement of Potential Purchaser and Owner with respect to the subject matter hereof. This Agreement may be waived, amended, and/or modified only by an instrument in writing signed by the Owner.

10.) The waiver by one party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party.

11.) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any action or proceeding relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Lorain County, Ohio.

12.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, and all of which when taken together shall be deemed to constitute one and the same Agreement. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by Potential Purchaser until Potential Purchaser has executed and delivered an original or scanned electronic image of this Agreement. A facsimile version, photocopy, and/or an electronically scanned image of this Agreement shall be deemed an original and shall be enforceable as if it is an original.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Potential Purchaser has executed this Confidentiality and Nondisclosure Agreement on the date(s) set forth below.

POTENTIAL PURCHASER

By: _____

Its: _____

Date: _____, 2019

OWNER

By: _____

Its: _____

Date: _____, 2019

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