> INVESTMENT

745 West Moana Lane, Reno, NV 89509

MULTI-TENANT MEDICAL AND OFFICE BUILDING INVESTMENT

Colliers

Value-Add Investment Opportunity



For Full Offering Memorandum Please Email the Listing Broker or Call 775-823-9666

Reno Office Services

For more information, please contact:

MELISSA MOLYNEAUX, SIOR, CCIM

Executive Managing Director Senior Vice President DIRECT: +1 775 823 4674 | CELL: +1 775 762 7990 melissa.molyneaux@colliers.com

745 West Moana Lane, Reno, NV 89509

PROPERTY INFORMATION

745 W. Moana Lane is a three-story, 60,011 square foot building with three floors of multi-tenant medical and office space and covered parking underground. The building is well located in the Central/Airport Submarket of Reno, NV. The building's location is off Moana Lane, a main thoroughfare. It is in a convenient location with easy access to I-580 and provides easy access to executive housing and downtown. This investment is ideal for an investor looking for a value-add property with opportunity for upgrades and increases to the net operating income. The property received an upgraded energy management system to the HVAC in 2016 that will reduce operating costs. The owner has plans to install this climate control system on the 3rd floor this year. There are currently 10 suites with three being vacant, making the property 80.9% occupied. The tenant mix includes professional service firms and the lease expirations range from 7/31/18-12/31/22. This building is fully built-out and the vacancies are move-in ready with the exception of 1,912 square feet which is in semi-shell condition. The building has been self-managed and the building systems are believed to be in good working condition.

Full Offering Memorandum provided upon a signed Non-Disclosure Agreement (NDA). A copy of the NDA can be found at the end of this attachement. Please email or fax the completed NDA to: <u>melissa.molyneaux@colliers.com</u> or +1 775-823-4699

FOR SALE:	Multi-Tenant Medical and Office Building Investment
ASKING PRICE:	\$10,100,000.00
CAP RATE:	7.42% (Cap rate based on 2017 in place income and 2016 operating expenses)
BUILDING COMMENTS:	60,011 square feet located on a 71,395 square foot lot
	Surface level parking and a covered garage under the building with ample street parking on Isbell Road
BUILT:	1998
APN:	019-341-02



NOI based on in place leases and 2016 operating expenses: \$749,199.98

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PARCEL MAP



±60,011 SF – Multi-Tenant Medical and Office Building





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Initial:

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the "<u>Agreement</u>") is made and entered into as of ______, **2017** (the "Effective Date") by and between **WINDSOR WEST VENTURES LLC** (the "Company"), and ______ any other subsidiaries or Affiliates collectively (the "Receiving Party").

RECITALS

The parties intend to enter into discussions regarding the business and technology of the Company in connection with a potential investment opportunity or other business relationship with the Company (the "<u>Transaction</u>"). In the course of these discussions, the Company may disclose to Receiving Party certain Confidential Information and Receiving Party may have access to certain Confidential Information. This Agreement sets forth the terms and conditions pursuant to which Receiving Party will use, hold, and return that Confidential Information.

AGREEMENTS

1. Confidential Information. For purposes of this Agreement, "Confidential Information" means all information concerning the Company and its business, including, without limitation, any and all of the following information of the Company and its business that has been previously or may hereafter be disclosed in any form, whether in writing, orally, electronically, or otherwise, made available by observation, inspection, or otherwise by the Company or its Affiliates or representatives to Receiving Party and includes, but is not limited to: (i) all information that is a trade secret under applicable trade secret or other laws; (ii) all information concerning product specifications, data, know- how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software, and database technologies, systems, structures, and architectures; (iii) all information concerning the business and affairs of the Company (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current, and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of Company's documents or property or discussions with the Company and its Affiliates and representatives, regardless of the form of the communication; (iv) all notes, analyses, compilations, studies, summaries, and other material prepared by Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing; and (v) the terms and conditions of this Agreement and other contracts or instruments to be executed and delivered in connection herewith, if any. While the Company may discuss other real estate projects and, if so discussed, shall also be considered Confidential Information, the following projects shall be Email back Melissa Molyneaux at Colliers International melissa.molyneaux@colliers.com or fax to 775-823-4699

specifically covered by this Agreement: 745W Moana Lane, Reno, NV.

2. <u>Non-Confidential Information</u>. Confidential Information will not include information that Receiving Party can prove: (x) is in or enters the public domain without a breach of this Agreement; (y) is received from a third party without restriction on disclosure and without a breach of any nondisclosure obligation; or (z) is required to be disclosed by order of a court or other governmental agency; <u>provided</u>, <u>however</u>, that Receiving Party will use its best efforts to obtain an order that confidential treatment will be afforded to such Confidential Information and the Company will first be given reasonable notice and an opportunity to obtain a protective order against disclosure of such information.

Use of Confidential Information. Receiving Party will hold all Confidential 3. Information in strict confidence and will safeguard all Confidential Information with the same degree of care that Receiving Party takes to protect his or her own proprietary information of a similar nature, and at minimum, will safeguard the Confidential Information with a reasonable degree of care. Confidential Information will, at all times, remain solely the property of the Company. Receiving Party will not: (i) use Confidential Information for any purpose whatsoever other than to investigate or discuss the Transaction or any other relationship with the Company; or (ii) disclose or cause to be disclosed Confidential Information to any Person. Receiving Party will take reasonable precautions to prevent disclosure of Confidential Information and will ensure that his or her employees, consultants, representatives, and agents to whom Confidential Information is disclosed agree in writing to comply with the restrictions in this Agreement or are bound by a duty of confidentiality equivalent to the restrictions set forth in this Agreement. For purposes of this Agreement, "Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, and government (or any department or agency thereof), or any entity similar to any of the foregoing.

4. <u>Return of Confidential Information</u>. Receiving Party will return all Confidential Information and any copies of Confidential Information to the Company immediately upon the earlier of (i) the completion the investigation or discussion between the parties of the Transaction or any other relationship, or (ii) the Company's demand for return of the Confidential Information; <u>provided</u>, <u>however</u>, that Receiving Party immediately, at the Company's request, will destroy all tangible Confidential Information if requested to do so in writing by the Company.

5. <u>No Detriment, Warranty, or License</u>. Receiving Party will not in any way use the Confidential Information to the detriment of the Company. Both parties acknowledge that any Confidential Information provided by the Company is on an "AS IS" basis, and the Company will not be liable for any damages arising out of the use of or reliance on the Confidential Information. Neither the execution of this Agreement nor the furnishing of any Confidential Information will be construed by either party as granting any licenses or any other rights other than as set forth in this Agreement. Nothing contained in this Agreement will create an obligation of the Company to deliver, disclose or provide access to any particular Confidential Information to Receiving Party.

6. <u>Survival</u>. The parties' rights and obligations under this Agreement (i) will survive the execution and delivery of this Agreement, whether or not the parties effectuate the Transaction or otherwise enter into any business, consultant, or other relationship, and (ii) will continue for as long as the Company's information remains Confidential Information.

7. <u>Public Statements</u>. Neither party will, without the prior written consent of the other party, make any public statement, announcement, or release to trade publications, the press, any competitor, customer, or third party with respect to the Transaction or other discussions contemplated by this Agreement or any resulting business relationship.

8. <u>Indemnification</u>. Receiving Party will indemnify and hold harmless the Company and its

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Affiliates, managers, members, agents, and employees for any liability, cost, damage, loss, or expense arising out of or relating to the breach of this Agreement by Receiving Party or the disclosure or use by Receiving Party or any Persons affiliated with Receiving Party of any Confidential Information other than as expressly permitted under the terms of this Agreement.

9. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding will not affect the validity of the remainder of this Agreement, the balance of which will continue to be binding upon the parties with any such modification (if any) to become a part hereof and treated as though contained in this Agreement.

10. Equitable Relief. In the event this Agreement becomes the subject of a dispute, the losing party will pay the reasonable attorneys' fees and costs of the prevailing party, whether incurred prior to trial, at trial, or in any post judgment proceeding. Because money damages alone will not adequately compensate the Company for damages arising from a breach or threatened breach of this Agreement, Receiving Party acknowledges and agrees that the Company is entitled to injunctive relief in the event of breach or threatened breach of this Agreement, without proving actual damages or posting a bond, in addition to other rights and remedies which may be available at law or in equity.

11. <u>Indulgences, Not Waivers</u>. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege, nor will any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

12. <u>Notices</u>. All notices, requests, demands, and other communications required or permitted under this Agreement will be in writing and will be deemed to have been duly given, made, and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid; or (iii) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service. All notices, requests, demands, and other communications will be addressed to each party's address as set forth on the signature page of this Agreement. Either party may change the address to which such notices, requests, demands, or other communications will be sent by giving written notice to the other party of such change of address in conformity with the provisions of this <u>Section 14</u>.

13. <u>Binding Effect; Entire Agreement</u>. This Agreement will be binding upon and inure

the benefit of the parties and their respective subsidiaries, divisions, affiliates, successors, and permitted assigns. This Agreement contains the entire understanding of the parties in regards to the confidentiality of the Confidential Information and supersedes any previous understandings, commitments, or agreements, whether oral or written, concerning the Confidential Information.

14. <u>Applicable Law</u>. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Nevada, notwithstanding any Nevada or other conflict-of-law provisions to the contrary. All proceedings brought by any party to this Agreement regarding its validity, interpretation, performance, enforcement, or otherwise will be brought and litigated exclusively in the courts located in Washoe County, NV. The parties hereby waive any objections to such jurisdiction, forum, or venue.

15. <u>Third Party Beneficiaries</u>. This Agreement will be for the benefit of the Company, its managers and members, certain inventors engaged by the Company, and any other entities affiliated with or under common ownership with any of the foregoing Persons (collectively, the "<u>Affiliates</u>"). This Agreement is meant to protect the Confidential Information of all Affiliates and the Affiliates are intended third-party beneficiaries of this Agreement and may enforce this Agreement in their own right.

16. <u>Amendment and Modification</u>. No modification of this Agreement or waiver of the terms and conditions of this Agreement will be binding upon the parties, unless approved in writing by each of the parties.

17. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement, and may be delivered by facsimile or portable document format (PDF).

18. <u>Recitals</u>. The "**RECITALS**" section set forth above is hereby incorporated into and made a part of this Agreement.

19. <u>No Assignment</u>. This Agreement or any rights or duties hereunder may not be assigned or delegated without the express written consent of the Company and any attempted assignment or delegation in violation of this provision will be void.

20. <u>Company Disclaimer</u>. Any Confidential Information disclosed by the Company is for general information purposes and made without any representation or warranty for accuracy or completeness. With respect to any assertion or statement regarding the Company's or its Affiliates' products or services, the Receiving Party understands: a) the actual results may vary based on a variety of factors; and b) such assertion or statement has not been audited, verified or confirmed by any third party. The Confidential Information is not intended and does not constitute any type of financial, investment or other type of advice nor solicitation of any offer to buy any securities and may not be relied upon in connection with the purchase or sale of any security. The Company's logo and the logos of its Affiliates are the trademarks or registered trademarks of their respective owners and are referenced for identification purposes only.

(The remainder of this page is left blank intentionally)

Email back Melissa Molyneaux at Colliers International <u>melissa.molyneaux@colliers.com</u> or fax to 775-823-4699

IN WITNESS WHEREOF, the parties hereto have executed this Nondisclosure Agreement as of the day and year first above written.

RECEIVING PARTY:

By (Signature):
Name:
By (Signature):
Name:
By (Signature):
Name:
Company:
Address:
Phone:
Fax:
Email:
Date:, 2017

End of Document