

# 2ND & CHARLES®

45290 UTICA PARK BLVD  
UTICA, MI

OFFERED FOR SALE  
\$2,500,000 | 7.85% CAP

sam's club

BEST BUY

Miss Danner's Quality Home Furnishings Stores  
Home Design  
*McLaughlin's*  
mclaughlins.com

Gabes

VCF VALUE CITY FURNITURE

elevate  
SALON INSTITUTE

at home  
The Home Décor Superstore

AVAILABLE  
2,958 SF

AVAILABLE  
UP TO 12,197 SF



UTICA PARK BLVD.

# CENTER MANAGEMENT PORTFOLIO

TOPEKA, KS | CARBONDALE, IL | UTICA, MI

## THE OPPORTUNITY

Atlantic Capital Partners has been exclusively engaged to market for sale the Center Management Portfolio, a collection of retail assets located in Topeka, Kansas; Utica, Michigan; and Carbondale, Illinois. The portfolio is being offered on an individual asset basis, as sub-portfolio groupings, or as a full portfolio acquisition. The properties are situated within established retail corridors in their respective markets and present investors with a strategic opportunity to unlock value through targeted leasing initiatives and potential redevelopment.

*FLEXIBLE ACQUISITION  
STRUCTURE  
(INDIVIDUAL ASSETS,  
SUB-PORTFOLIO, OR FULL  
PORTFOLIO)*

*INFILL RETAIL LOCATIONS  
WITH ESTABLISHED  
TRADE AREAS*

*VALUE-ADD  
OPPORTUNITY  
THROUGH LEASE-UP,  
RE-TENANTING,  
AND DEVELOPMENT  
POTENTIAL*

## CENTER MANAGEMENT PORTFOLIO

TENANT	ADDRESS	STORE SIZE
<b>2nd &amp; Charles</b>	45290 Utica Park Blvd, Utica, MI 48315	30,000 SF
<b>Walgreens</b>	1001 SW Topeka Blvd, Topeka, KS 66612	16,000 SF
<b>Staples</b>	1325 E Main St, Carbondale, IL 62901	23,925 SF



**2ND & CHARLES**45290 UTICA PARK BLVD  
UTICA, MI

## ASSET SNAPSHOT

Atlantic Capital Partners has been engaged to solicit offers for the sale of 2nd & Charles | Utica, Michigan. This 30,000 SF asset has been 100% occupied by 2nd & Charles since 2016 with unmatched positioning along Hall Road in a major regional retail market servicing the densely populated local community north of downtown Detroit.



30,000 SF asset with a **recent commitment** from the tenant **through July 2033**



**3-Mile:** 102,023 People;  
\$100,686 Avg HH Income  
**5-Mile:** 251,320 People;  
\$109,035 Avg HH Income



Significantly **below market rent at \$7.35 per SF** provides an attractive basis



Commencing in August, the tenant will pay **\$220,500** in rent **through 2031** which **bumps \$1.00 per SF** for the balance of the base term



**Hall Road corridor** is considered one of **the strongest retail corridors** in Metro-Detroit



Offered for Sale, **Free-and-Clear of existing debt** at **\$2,500,000**, which equates to a **7.85% cap rate**



### ASSET SNAPSHOT

Tenant Name	2nd & Charles
Address	5290 Utica Park Blvd, Utica, MI 48315
Building Size (GLA)	30,000
Land Size	2.75 Acre
APN	11-07-35-300-055
Year Built	1993
Lease Type	Double Net (NN) with CAM Cap
Landlord Responsibilities	Roof and Structure
Lease Expiration Date	7/31/2033
Renewal Options	2 x 5-year options
Current Rent - Annual	\$220,500.00
Current Rent - PSF	\$7.35
Current Term Rent Escalations	\$1.00 PSF rent increase effective 8/1/2031
Option Term Rent Escalations	\$1.00 PSF rent increase in each Option Term
Percentage Rent	5.0% Over \$2.0M
NOI	\$196,479

### PRICING

Year 1 NOI	\$196,479
Cap Rate	7.85%
List Price	\$2,500,000

INVESTMENT HIGHLIGHTS



**7-YEAR  
LEASE EXT.**

**RECENTLY SIGNED LONG  
TERM EXTENSION**

2nd & Charles recently signed a 7 Year extension to occupy 30,000 SF with a lease expiration of July 31, 2033. Per the lease, there are two (2) five (5)-year options to extend the term

**BAM!  
BOOKS-A-MILLION**

**2ND & CHARLES  
FINANCIAL STRENGTH**

2nd & Charles operates as a subsidiary of Books-A-Million (BAM!) with BOOKS-A-MILLION, INC serving as the signatory on the lease



**NEIGHBORING SUPER-  
REGIONAL CENTER**

The asset has shared access with an attractive shopping center anchored by Sam's Club, Best Buy, At Home, Harbor Freight, Gabe's and a freestanding McDonalds, all combining to draw significant daily traffic



**89,932 VPD  
HALL ROAD**

**EXCELLENT ACCESS  
AND VISIBILITY**

As the most prominent retail corridor in the region, the property benefits from exceptional visibility from Hall Road, which sees daily traffic counts of 89,932 vehicles per day



**SUPER REGIONAL  
TRADE AREA**

The Sterling Heights retail market services some of the most affluent, dense neighborhoods in the Detroit MSA with unmatched demographics (3-Mile: 102,023 People; \$100,686 Avg HH Income, 5-Mile: 251,320 People; \$109,035 Avg HH Income)



**\$2.6 BILLION  
SPENT ANNUALLY**

**THE GOLDEN CORRIDOR  
| DETROIT MSA**

Hall Road retail corridor produces exceptional traffic and economic impact with more than \$2.6 billion is spent annually, with \$720 million in restaurants, \$400 million in home improvements and \$215 million in entertainment alone

## EXECUTIVE SUMMARY

Atlantic Capital Partners has been engaged to solicit offers for the sale of 2nd & Charles | Utica, Michigan; a free-standing, single-tenant asset occupied by 2nd & Charles. The asset is ideally situated north of Downtown Detroit in the community of Utica, Michigan. The Hall Road retail corridor stretches through Utica, Shelby Township, Sterling Heights, Clinton Township, Macomb Township and Mt. Clemens – making it one of the most heavily trafficked retail cluster in the state.

Situated at 45290 Utica Park Blvd, just off Hall Road, the 30,000 square foot building is fully leased to 2nd & Charles. The tenant, who has operated at this location since 2016, recently executed a 7-year extension at this location, making a long-term commitment to the site. Reporting sales in excess of \$1.70 million over the past three years, with an upward sales trend, the retailer demonstrated confidence in the location by making a long-term commitment to the site.

OFFERING SNAPSHOT





**30,000**  
Square Feet



**7-YEAR**  
Newly Signed  
Lease Extension



**2016**  
Start Of  
Operation



**\$1.00**  
PER SF  
Escalation  
in 2031



**% RENT**  
5.0% Over \$2.0M



**METRO-  
DETROIT**





**UTICA PARK PLACE**

Sams Club at home  
Savings Made Simpler

VCF VALUE CITY FURNITURE  
BEST BUY

HARBOR FREIGHT  
McDonald's

**SHELBY CORNERS**

TARGET  
DOLLAR TREE

**SHELBY TOWN CENTER**

ALDI five BEEW  
Ashley HOMESTORE

**2ND & CHARLES**

45290 UTICA PARK BLVD  
UTICA, MI

**NORTHPOINTE SHOPPING CENTER**

GOING GOING GUNNE  
THE SALVATION ARMY

OLLIE'S  
PET SMART

**HALL ROAD CROSSING**

BOB'S FURNITURE  
Michael's  
ULTA  
OLD NAVY  
KIRKLAND'S  
SALLY BEAUTY  
FAMOUS footwear  
SKECHERS  
RALLY HOUSE

**FLOOR DECOR**  
Marshalls  
HomeGoods  
BARNES & NOBLE  
Panera BREAD  
LENSCRAFTERS  
xfinity

**CROSSWINDS CORNERS**

H&R BLOCK  
KSI Kitchen & Bath  
ABC JAR HOUSE

Gordon FOOD SERVICE  
Applebee's GRILL + BAR  
verizon JARED HYATT PLACE

**COSTCO WHOLESALE**  
LIFE TIME  
meijer  
Starbucks  
Mobile-qqosa  
sweetgreen

**TILCH SQUARE**

GOLFTEC  
DISCOUNT TIRE

**Corewell Health**  
MEDICAL CENTER & URGENT CARE

**Bubba's 33**

**59 HALL ROAD - 89,932 VPD**

DOLLAR TREE

**STERLING CENTER**

ARMY SURVIVAL  
AMERICA'S BEST CONTACTS & EYEGLASSES  
WATSON'S

SHAKE SHACK  
Portillo's  
verizon  
FirstWatch  
Jollibee  
RED LOBSTER  
TOWNEPLACE SUITES MARIOTT

sleep number  
GOLF GALAXY  
Lowe's

Red Robin  
tropical CAFE  
TACO BELL

**DELCO PLAZA**

TRACTOR SUPPLY CO  
Dunham's  
URBAN APP

**CLINTON VALLEY**

HOBBY LOBBY  
DSW  
Advance Auto Parts  
Office DEPOT

Total Wine & More  
Big Blue swim school  
petco  
KOHLS

**CVS**  
SHERWIN WILLIAMS  
FIREHOUSE SUBS  
ICHIBAN  
AspenDental  
sidcar slider bar

**HENRY FORD MACOMB HOSPITAL**

**THE MALL AT PARTRIDGE CREEK**

LOVESAC COACH  
KAY JEWELERS P.F. CHANG'S  
Andiamo chico's  
EXPRESS lululemon athletica  
LLBean SEPHORA

## THE HALL ROAD ECONOMIC ENGINE

Future ownership has the potential to materially improve the asset's income stream by combining some of the current inline vacancies to accommodate a new junior anchor. Furthermore, the vacant endcap space allows investors to activate the outdoor patio space and attract a restaurant user.

The 6 vacancies totaling 16,518 square feet provide exceptional flexibility in accommodating prospective tenant GLA requirements.

### SHELBY TOWN CENTER



### 2ND & CHARLES

45290 UTICA PARK BLVD  
UTICA, MI



### STERLING SHOPPING CENTER



59

HALL ROAD = 89,932 VPD

53

67,135 VPD

## LAKESIDE CITY CENTER REDEVELOPMENT

Lionheart Capital, a Miami-based real estate development and capital investment firm's retail subsidiary Out of the Box Ventures, has announced the closure of Lakeside Mall as part of the approved master plan. The redevelopment, projected to positively impact the region by \$1 billion, marks a significant step towards revitalizing the area.

The decision to close Lakeside Mall comes with thorough planning and consideration. Momentum for closure and eventual redevelopment began at the execution of an MOU between Out of the Box and the City of Sterling Heights in November 2022. Tenants have been informed, and plans for vacating are underway to facilitate the next phase of the project.

This reimagined space will feature residences, parks, a hotel, office spaces, retail outlets, dining establishments and more, catering to diverse community needs. Complementing these amenities, approximately 30 acres will be dedicated to public spaces, including parks and infrastructure, enriching the community's quality of life. Project completion for Lakeside City Center is estimated for 2035.

- **The redevelopment, projected to positively impact the region by \$1 billion**
- **30 acres will be dedicated to public spaces, including parks & infrastructure**
- **This reimagined space will feature residences, parks, a hotel, office spaces, retail outlets, dining & more**
- **Project completion for Lakeside City Center is estimated for 2035**



## PROPERTY SPECIFICATIONS

### SITE DESCRIPTION

PROPERTY ADDRESS	45290 Utica Park Blvd, Utica, MI 48315
PARCEL ID	11-07-35-300-055
TOTAL LAND AREA	2.75 Acres
PARKING	112 Regular Spaces, 5 Handicap Spaces and 38 Shared Parking Spaces
ZONING	MXD - Mixed Use

### IMPROVEMENTS

BUILDING PROFILE	One single story building totaling aproximately 30,000 square feet
YEAR BUILT	1993
SIGNAGE	Building façade signgage and pylon sign along Utica Park Blvd
FRONTAGE	Utica Park Place Blvd 1,623', Hall Rd 1,070'

### CONSTRUCTION DETAILS

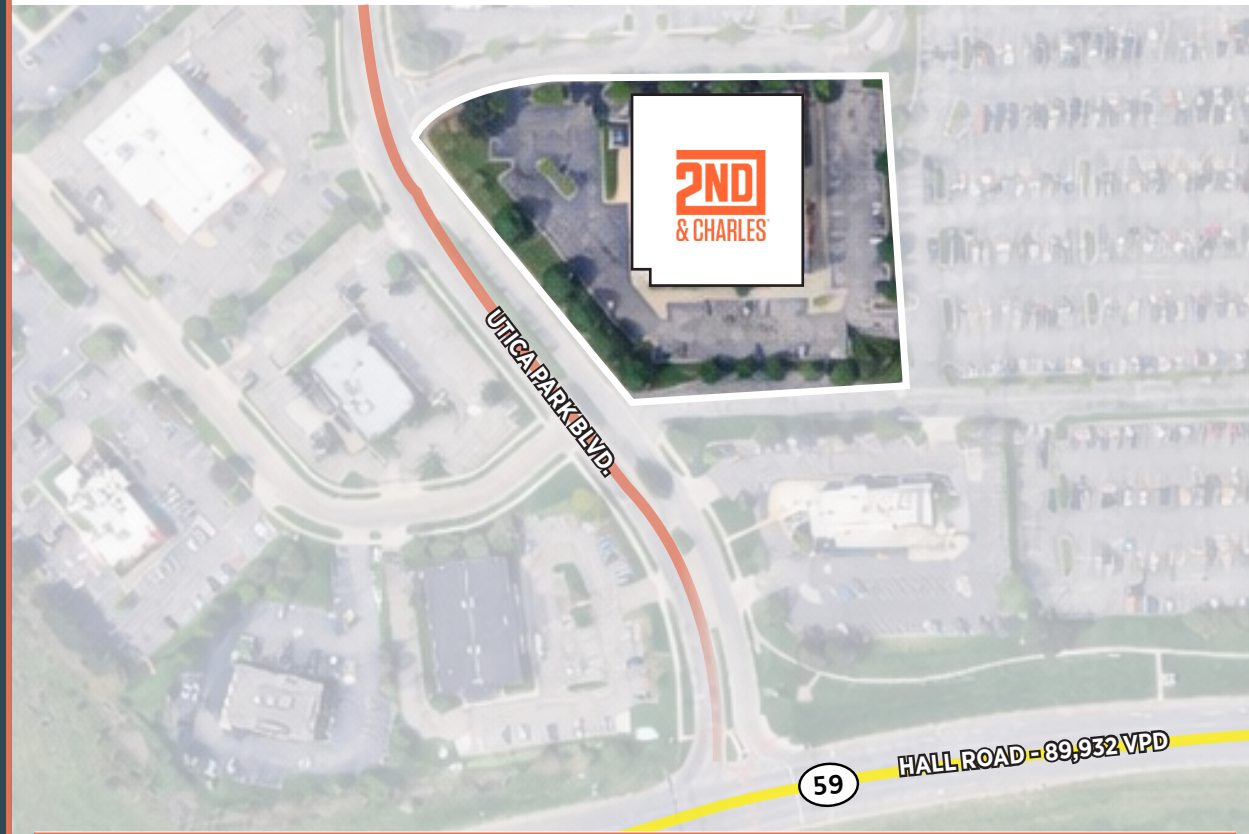
FOUNDATION	Concrete slab-on grade
EXTERIOR	Concrete masonry block perimeter walls
ROOF AGE	New Roof in Progress *
ROOF WARRANTY	20-year Warranty

### BUILDING SYSTEMS

HVAC	Tenant responsibility
UTILITIES	Tenant responsibility

### TENANT SALES

REPORTING PERIOD	1-Aug-22 31-Jul-23	1-Aug-23 31-Jul-24	1-Aug-24 31-Jul-25
TOTAL SALES	\$1,818,076.48	\$1,750,159.88	\$1,723,679.93
SALES PER SF	\$60.60	\$58.34	\$57.46



### ECONOMIC SUMMARY

YEAR ENDING	JUL-27		NOTES
	ANNUAL	PSF	
BASE RENT INCOME	\$220,500	\$7.35	Pursuant to Second Amendment dated 2/20/2026
EXPENSE REIMBURSEMENT INCOME:			
CAM CAPPED	\$19,279	\$0.64	TT reimburses CAM subject to a CAP, Snow Removal and Insurance plus a 10% Admin Fee. TT pays 100% of real estate taxes.
SNOW REMOVAL - NOT SUBJECT TO CAP	\$5,952	\$0.20	
INSURANCE - NOT SUBJECT TO CAP	\$9,667	\$0.32	
10% ADMIN FEE	\$3,490	\$0.12	
REAL ESTATE TAXES	\$46,261	\$1.54	
<b>TOTAL INCOME</b>	<b>\$305,149</b>	<b>\$10.17</b>	
CAM	\$27,192	\$0.91	Estimated as 3% annual inflation over 2024 actuals
INSURANCE	\$9,667	\$0.32	Pursuant to Seller's 2026 Budget
REAL ESTATE TAXES	\$46,261	\$1.54	Pursuant to Seller's 2026 Budget
MANAGEMENT FEE	\$25,551	\$0.85	Tenant does not reimburse for management fees
<b>TOTAL EXPENSES</b>	<b>\$108,671</b>	<b>\$3.62</b>	
<b>NET OPERATING INCOME</b>	<b>\$196,479</b>		

**2ND & CHARLES**45290 UTICA PARK BLVD  
UTICA, MI

## TENANT OVERVIEW

2nd & Charles is a U.S. retail chain specializing in new and used books, music, video games, comics, toys, and other pop-culture merchandise. Since launching its first store in Birmingham, Alabama in 2010, the brand has grown steadily and now operates more than 40 stores across about 18 states. The chain continues to expand selectively — for example, recent grand openings include new locations such as the first store in Orem, Utah and an additional site in Lafayette, Louisiana, with other planned openings (including a third store in Pennsylvania) showing ongoing geographic growth in key markets.

2nd & Charles is owned by Books-A-Million, Inc., a larger book retailer based in Birmingham, Alabama that oversees roughly 260 retail stores under several banners including Books-A-Million and 2nd & Charles. The concept has been recognized for strong customer appeal — once earning honors on a national list of top bookstores — and blends traditional retail with a buy/sell/trade model that helps drive foot traffic and repeat visits. Like many brick-and-mortar chains, it faces challenges in a changing retail landscape, with some individual store closures and relocations reported even as the brand fine-tunes its footprint and seeks opportunities for profitable growth.

### QUICK FACTS

**2ND & CHARLES****2010**  
FIRST STORE  
LAUNCHED**40+**  
STORES ACROSS  
18 STATES**BAM!**  
BOOKS-A-MILLION**OWNED**  
BY BOOKS-A  
MILLION INC.

# LEASE ABSTRACT

<b>LESSEE:</b>	BTS, LLC DBA 2nd & Charles
<b>PREMISES:</b>	30,000 square feet
<b>REMAINING LEASE TERM:</b>	7-years and 4-months
<b>COMMENCEMENT DATE:</b>	August 1, 2016
<b>EXPIRATION DATE:</b>	July 31, 2033

BASE RENT:	PERIOD (LEASE YEARS)	ANNUAL	MONTHLY	PSF
<i>CURRENT TERM</i>	8/1/2016 - 7/31/2026	\$321,900.00	\$26,825.00	\$10.73
<i>EXTENDED TERM</i>	8/1/2026 - 7/31/2031	\$220,500.00	\$18,375.00	\$7.35
<i>EXTENDED TERM - RENT INCREASE</i>	8/1/2031 - 7/31/2033	\$250,500.00	\$20,875.00	\$8.35
<i>OPTION TERM 1</i>	8/1/2033 - 7/31/2038	\$280,500.00	\$23,375.00	\$9.35
<i>OPTION TERM 2</i>	8/1/2038 - 7/31/2043	\$310,500.00	\$25,875.00	\$10.35

**PERCENTAGE RENT:** During the Extended Term and Option Terms, TT agrees to pay LL Percentage Rent for each Lease Year in the amount equal to five percent (5%) of Tenant's Gross Sales for the applicable Lease Year in excess of the Breakpoint equal to \$2,000,000.00 in Gross Sales per Lease Year. {Second Amendment}

**RENEWAL TERM(S):** 2 x 5-year options with 180-days prior written notice to LL

**GO DARK:** After opening for business, in the event TT or a permitted assignee or subtenant shall cease operations within the Leased Premises for a period in excess of 90-consecutive days, for reasons other than casualty, condemnation, remodeling, or as otherwise permitted under this Lease, LL shall have the right, upon 30-days prior written notice to TT, to terminate this Lease, unless TT or a permitted assignee or subtenant shall reopen or shall be diligently making preparations to open for business within such 30-day period. {Lease §8.1.3}

**EXCLUSIVES:** "No use or service shall be permitted in the Development which is inconsistent with the operation of a first-class development. Without limiting the generality of the foregoing, the following uses or services shall not be consistent with the concept of a first-class development: (i) Any distilling, refining, smelting, or mining operation; (ii) Any labor camp, junkyard, or stockyard; (iii) Any dumping, disposing, or reduction of garbage (exclusive of garbage compactors located in the rear of any building); (iv) Any mortuary; (v) Any establishment selling, leasing or exhibiting pornographic materials or

exhibiting pornographic performances, but shall not prohibit the incidental sale of adult magazines; (vi) For a period of twenty (20) years from and after the date McDonald's acquires title to Outlot #1 as shown on the Site Plan, except for Outlot #1 as shown on the Site Plan, any quick service or fast food eating establishment, drive thru facility or counter service eating establishment or any combination thereof including without limitation, Burger King, Wendy's, White Castle, Hardee's, Taco Bell, A&W and Church's, but excluding Baker's Square. If McDonald's does not acquire title to Outlot #1 as shown on the Site Plan by 12/31/93, this restriction shall be deemed null and void and of no further force and effect.. {Exhibit E}"

**EARLY TERMINATION OPTION(S):** Expired {Lease §4.5}

**TENANT'S PERCENTAGE SHARE:** 100% {Lease §1.1.20}

**REAL ESTATE TAXES:** Tenant responsible for Tenant's Percentage Share (100%). {Lease §6.1}

**TENANT'S MAINTENANCE OBLIGATIONS:** TT shall maintain at its expense the interior of the Leased Premises, including without limitation the doors and windows therein, repair and replacement of HVAC systems, and the plumbing and electrical systems exclusively serving and located within the Leased Premises in good condition and repair. TT shall not be required to make any repairs to any items located under the floor slab or within structural walls unless caused by the acts or omission of TT, its employees, agents or contractors. TT shall repair defective work performed as part of TT's Work but shall have no obligation to repair any defective work performed by LL as part of LL's Work. {Lease §14.1}

LL shall maintain at its expense the structure (including foundations, columns, and footings), wiring, plumbing, pipes and conduits that serve the Leased Premises but are not located within the Leased Premises, roof and exterior of the Leased Premises. LL shall also make all repairs and changes to the Leased Premises or Common Area required by reason of the negligence of LL, its employees, agents, contractors or other tenants or occupants of the Shopping Center, or due to any breach by LL of any provision of this Lease. Notwithstanding the foregoing, the costs of painting and other maintenance of the exterior of the Leased Premises, the maintenance of the fire protection system, awnings, gutters, utilities, metering devices, and electrical transformers may be included in CAM. In addition, in connection herewith, TT agrees that LL will have the right to access the Leased Premises for the purpose of maintenance, access to utilities, roof access, and other similar purposes as necessary in LL's discretion. {Lease §14.2}

**LANDLORD'S MAINTENANCE OBLIGATIONS:** LL shall maintain the Common Areas and the Common Area Improvements contained within the Property (excluding Tenant's Parking Area, per §14.1, which shall be TT's responsibility) (i) free from trash, ice and snow, (ii) in first class repair and condition and (iii) in compliance with all applicable laws and regulations. {Lease §15.1}

TT shall pay the CAM Fee in monthly installments together with the Minimum Rent. Each such monthly installment shall be equal to 1/12th of the actual annual CAM Fee for the previous Lease Year. The CAM Fee for the period from the RCD through the first Lease Year shall not exceed \$1.25 per square foot ("Initial CAM Cap").

Within 90-days after the end of each Lease Year, LL shall give TT a statement setting forth in reasonable detail the Common Area Costs for such period, together with supporting invoices, the actual amount of the CAM Fee for such period and the monthly installments of the CAM Fee due from TT for the following year. If the amount of the actual CAM Fee exceeds the sum of the monthly installments paid by TT for the applicable period, TT shall pay the excess to LL within 45-days after the CAM Statement is received by TT (subject to applicable maximum CAM Fee amounts). If the sum of such monthly installments exceeds the actual CAM Fee, then (1) TT shall receive a credit for future CAM Fees; or (2) If the overage occurs within the 12-months of the Term, LL shall pay the amount of such excess to TT.

The maximum annual CAM Fee payable by TT hereunder shall not increase by more than 3% over the CAM Fee paid during the preceding Lease Year ("Ongoing CAM Cap"). Neither the Initial or Ongoing CAM Cap shall apply to uncontrollable costs including snow/ice plowing, salting and removal, utilities, and insurance. {Lease §15.2}

**CAM FEE:** Tenant is responsible {Lease §7}

**UTILITIES:** Tenant is responsible {Lease §7}

**LEASE ABSTRACT (CONT.)**

**INSURANCE:** TT will, at all times during the term of this Lease, keep in full force and effect a policy of general liability insurance with respect to the Leased Premises and the business operated by TT thereon in which the combined limit is not less than \$2,000,000 in respect of bodily injury and property damage. LL shall maintain and keep in full force and effect during the term of this Lease a policy of general liability insurance with respect to the Common Areas and the Common Area Improvements located within the Property in which the combined limit is not less \$2,000,000 for bodily injury, property damage, and contractual liability coverage. {Lease §17} Lease §17.2 - Fire and Extended Property Coverage

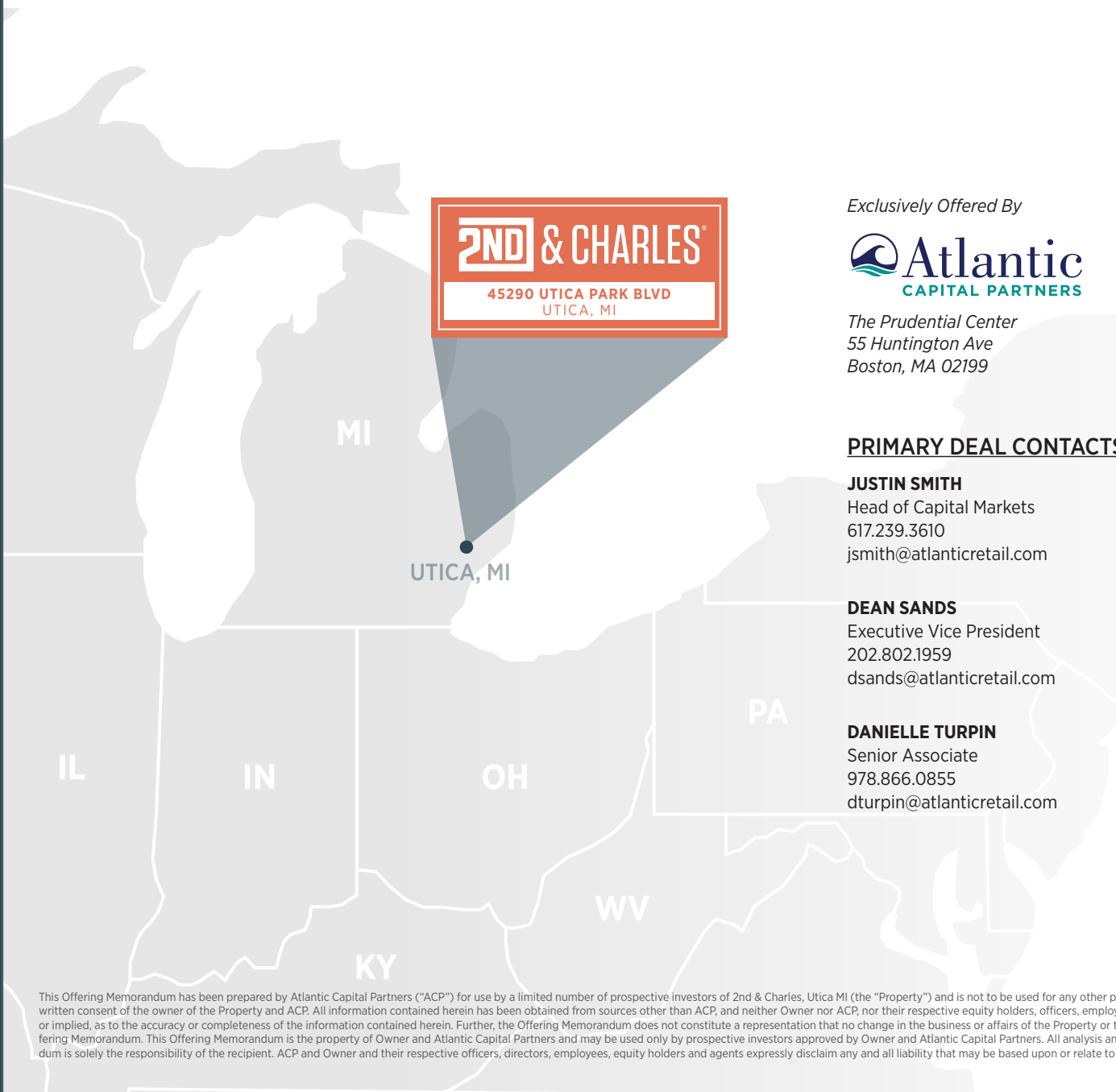
**HOLDING OVER:** Any holding over after the expiration of the term shall be construed to create a tenancy from month-to-month at 150% of the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions specified in this Lease as far as applicable. {Lease §28}

**DOCUMENTS REVIEWED:** Agreement of Lease dated 4/4/2016, First Amendment to Lease dated 8/19/2020, Assignment & Assumption of Lease Agreement dated 3/16/2017, Second Amendment to Lease dated 2/20/2026

**ASSIGNMENT / SUBLETTING:** TT shall not assign this Lease or sublet the premises without prior written consent of LL, which LL may withhold in its sole discretion, provided, LL's consent shall not be required for (i) a sublet of limited area of the premises for use as a coffee shop or similar food/beverage use or a grant of a license/concession within the Premises or (ii) an assignment of the Lease or a sublease of all or any portion of the premises to a parent or subsidiary corporation of TT or TT's parent or to a successor by merger, acquisition or consolidation of TT, its parent or subsidiary or to a corporation acquiring all or substantially all of the assets of TT, its parent or subsidiary or to a corporation acquiring 3 or more stores (including the premises) from TT, on the condition that in the case of an assignment the assignee expressly assigns the obligation of the Lease. In no event will TT be released of liability. TT is allowed to assign this Lease with release and without LL approval subject to financial and use conditions as set forth below. LL's consent shall not be required for an assignment to an entity which: (1) conducts business typically found in a Class A shopping center; operates at least twenty (20) stores; and (3) has a liquid net worth in excess of \$50,000,000.00. In connection with an assignment to a Qualified Assignee, TT will promptly provide to LL a copy of all documentation verifying the satisfaction of the requirements of a Qualified Assignee and all documentation effectuating the assignment... {Lease §13}

**ESTOPPEL CERTIFICATE:** TT shall, within 20-days of LL's written request at no costs to LL, deliver to LL, or any prospective assignee, mortgagee or purchaser of the Leased Premises, a statement, on TT's form, setting forth (i) the commencement and termination dates of this Lease; (ii) whether this Lease is or is not in full force and effect; (iii) whether this Lease has been changed, modified or amended and any specific changes, modifications or amendments so made; (iv) whether, as of the date of certification, TT has paid rental for more than the current month and any amount of rental so paid; (v) whether there are defaults hereunder or defenses or offset thereto and any such specific defaults, defenses or offsets claimed by TT, and any other information reasonably required by the requesting party. {Lease §27.2}

**OPERATING AND EASEMENT AGREEMENT  
 AND DECLARATION OF EASEMENTS AND  
 RESTRICTIONS AVAILABLE IN DEAL ROOM**



**2ND & CHARLES**  
45290 UTICA PARK BLVD  
UTICA, MI

*Exclusively Offered By*



*The Prudential Center  
55 Huntington Ave  
Boston, MA 02199*

**PRIMARY DEAL CONTACTS**

**JUSTIN SMITH**  
Head of Capital Markets  
617.239.3610  
jsmith@atlanticretail.com

**DEAN SANDS**  
Executive Vice President  
202.802.1959  
dsands@atlanticretail.com

**DANIELLE TURPIN**  
Senior Associate  
978.866.0855  
dturpin@atlanticretail.com

**DEBT AND EQUITY FINANCING**

**STEPHEN JOSEPH**  
Vice President  
609.462.5921  
sjoseph@atlanticretail.com

**BROKER OF RECORD**

**KURT KUNST**  
License #: 6506038513  
NAI Wisinski of West Michigan  
616.242.1116  
kurtk@naiwwm.com

This Offering Memorandum has been prepared by Atlantic Capital Partners ("ACP") for use by a limited number of prospective investors of 2nd & Charles, Utica MI (the "Property") and is not to be used for any other purpose or made available to any other person without the express written consent of the owner of the Property and ACP. All information contained herein has been obtained from sources other than ACP, and neither Owner nor ACP, nor their respective equity holders, officers, employees and agents makes any representations or warranties, expressed or implied, as to the accuracy or completeness of the information contained herein. Further, the Offering Memorandum does not constitute a representation that no change in the business or affairs of the Property or the Owner has occurred since the date of the preparation of the Offering Memorandum. This Offering Memorandum is the property of Owner and Atlantic Capital Partners and may be used only by prospective investors approved by Owner and Atlantic Capital Partners. All analysis and verification of the information contained in the Offering Memorandum is solely the responsibility of the recipient. ACP and Owner and their respective officers, directors, employees, equity holders and agents expressly disclaim any and all liability that may be based upon or relate to the use of the information contained in this offering Memorandum.