

DON'S & BEN'S

1542 BANDERA ROAD | SAN ANTONIO, TX

LIQUOR



OFFERING MEMORANDUM

1542 Bandera Rd, San Antonio, TX 78228

Sale-Leaseback



CONFIDENTIALITY & DISCLAIMER

Foresite Real Estate, Inc. ("Broker") has been retained as the exclusive advisor and broker for the sale of the property located at: 1542 Bandera Rd, San Antonio, TX 78228 (the "Property") on behalf of the Seller of the property ("Seller").

An Offering Memorandum is a legal document that states the objectives, risks, and terms of an investment involved in the private placement of commercial real estate. It contains sensitive, confidential, and proprietary information not available to the public, including financial statements, market data, product descriptions, customer lists, and intellectual property. It is fundamentally a document used to advertise a given transaction and cannot be relied upon in lieu of independent due diligence.

Capacity: Any person in possession of the attached Offering Memorandum ("You/Your") has received the same because they have expressed interest in receiving information regarding the above referenced Property. By acceptance of the Offering Memorandum You agree to treat as confidential any information that You or your representatives are furnished in connection with the Property, including, but not limited to the attached Offering Memorandum. You represent and warrant that you are reviewing the confidential material for your own account or in a representative capacity for your employer, investment group, or closely held entity or another broker representing a party who has been previously identified in writing. Any use or possession of this Operating Memorandum by any other party is strictly prohibited.

Confidentiality and Disclaimer: The Offering Memorandum and its contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Offering Memorandum, You agree that You will hold and treat it in the strictest confidence, that You will not photocopy or duplicate it, that You will not disclose the Offering Memorandum or any of the contents to any other person or entity (except to outside advisors retained by You, if necessary, for your determination of whether or not to make an offer and from whom You have obtained a similar agreement of confidentiality) without prior written authorization of the Seller or Broker, and that You will not use the Offering Memorandum or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

The attached Offering Memorandum has been prepared by Broker for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which You may need or desire when entering a transaction involving commercial real estate. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and therefore are subject to variation. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the Property. Although the information contained herein is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. AS SUCH, THE USE OR RELIANCE OF THE INFORMATION PROVIDED HEREIN IS ASSUMED AT YOUR OWN RISK AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN GENERAL SALES INQUIRIES. Further, Broker, the Seller and its employees disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the Offering Memorandum or any other written or oral communication transmitted or made available to the Buyer. The Offering Memorandum does not constitute a representation that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of the Offering Memorandum. Analysis and verification of the information contained in the Offering Memorandum are solely Your responsibility. Additional information and an opportunity to inspect the Property will be made available upon full execution of an agreed upon Earnest Money Contract.

Indemnity / Remedies: By accepting the Offering Memorandum, You agree to indemnify, defend, protect and hold Seller and Broker and any, officer, director, employee, agent, or affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising out of or in any way related to any acts or omissions of any party to this agreement (except for the gross negligence or intentional misconduct of Broker or Seller), the Property, the Offering Memorandum, or any agreement arising therefrom.

By accepting the Offering Memorandum You agree and that money damages would not be a sufficient remedy for any unlawful dissemination of the Offering Memorandum or any related confidential information provided by Broker or the Seller, and that the Broker or Seller will be entitled to seek specific performance and injunctive relief as remedies for any such breach, including via ex parte action as may be necessary or advisable. Such remedies will not be deemed to be the exclusive remedies but will be in addition to all other remedies available at law or in equity to Seller and Broker. Broker and Seller expressly reserve any and all rights, remedies, claims and actions that they may have now or in the future to protect the Offering Memorandum or confidential information or to seek damages from You, Your agents or representatives for any failure to comply with the requirements herein stated.

EXCLUSIVELY OFFERED BY:

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XAVIER ALVARADO

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INVESTMENT SUMMARY

OFFERING

PRICING

Call Broker

OCCUPANCY

100%

SALE TYPE

Sale-leaseback

PROPERTY STATS

BUILDING SIZE

2,640 SF

LOT SIZE

0.49 ACRES

YEAR BUILT

1965

VEHICLE COUNTS

28,055 CARS ON BANDERA RD

DAYTIME POPULATION

142,668 PEOPLE WITHIN A 3 MILE RADIUS

The following information has been secured from sources we believe to be reliable but we make no representations or warranties, expressed or implied, as to the accuracy of the information. Buyer must verify the information and bears all risk of any inaccuracies



TENANT OVERVIEW

DON'S & BEN'S



WEBSITE www.donsandbens.com

COMPANY TYPE Private

LOCATIONS 33

FOUNDED 1940

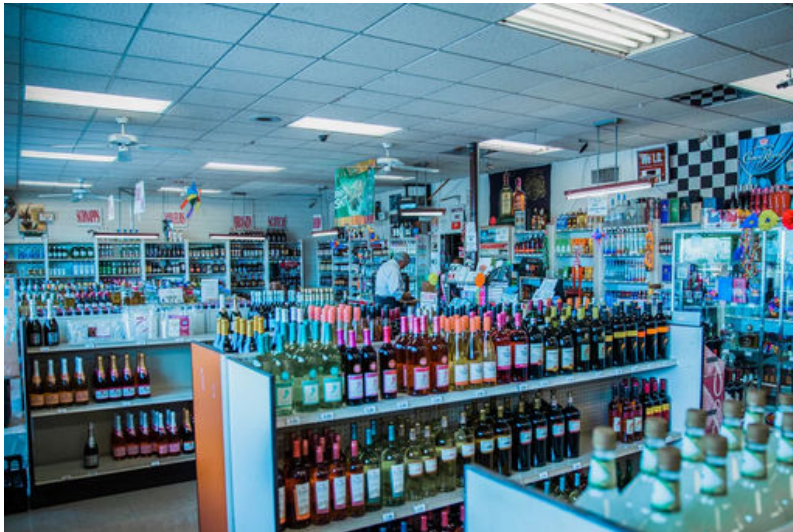
GUARENTEE OR ENTITY Omega Asset Group

Founded in 1940, **Don's & Ben's Liquor** is one of the longest-standing and most recognized names in Texas' retail liquor industry. Headquartered in San Antonio, Don's & Ben's operates **33 retail locations**, supported by a corporate office and centralized warehouse. With over eight decades of proven success, the company has become a fixture in the communities it serves, offering a wide variety of spirits, wine, and beer to a loyal customer base.

Don's & Ben's holds the distinction of operating under the **two oldest active TABC package store licenses in the State of Texas**, a testament to its legacy, reputation, and regulatory excellence. The company continues to build on its strong foundation with an ambitious growth strategy, **organically expanding by at least two new locations per year** and **actively pursuing mergers and acquisitions** to accelerate market share growth across the region.

The tenant under the lease, **Omega Asset Group**, maintains strong financial footing, with approximately **\$4 million in shareholder equity** and an additional **\$1 million in landlord-held equity**. Over the past three years, the company has demonstrated robust financial performance, strategically distributing excess cash flow to shareholders while maintaining a strong balance sheet to support ongoing expansion and operations.

With a rich 85-year history, a deep local brand presence, and a forward-looking growth strategy, Don's & Ben's offers investors a rare combination of **stability, longevity, and upside potential**, making it an exceptional tenant for any investment portfolio.



LEASE SUMMARY

DON'S & BEN'S LIQUOR | SAN ANTONIO, TX



LEASE ABSTRACT	
Tenant:	Don's & Ben's Liquor
Guarantor:	Corporate
Building Size:	2,640 SF
Base Rent:	Discuss with broker
Lease Commencement:	COE
Rent Commencement:	COE
Lease Expiration:	10 Years from COE
Lease Term Remaining:	10 Years
Renewal Options:	(2) 10 Years Options
Rent Increases:	3% Every 5 Years
Lease Type:	Absolute NNN
Property Taxes:	Tenant's Responsibility
Insurance:	Tenant's Responsibility
Common Area:	Tenant's Responsibility
Roof & Structure:	Tenant's Responsibility
Repairs & Maintenance:	Tenant's Responsibility
HVAC:	Tenant's Responsibility
Utilities:	Tenant's Responsibility
Right of First Refusal:	No

LOCATION MAP/DEMOS

DON'S & BEN'S LIQUOR | SAN ANTONIO, TX

2025

\$67,126

Avg HH income
1-Mile

\$66,335

Avg HH income
3-Mile

\$72,059

Avg HH income
5-Mile

13,614

Population
1-Mile

142,196

Population
3-Mile

365,702

Population
5-Mile

2030^{est.}

\$75,877

Avg HH income
1-Mile

\$74,265

Avg HH income
3-Mile

\$80,290

Avg HH income
5-Mile

13,314

Population
1-Mile

141,154

Population
3-Mile

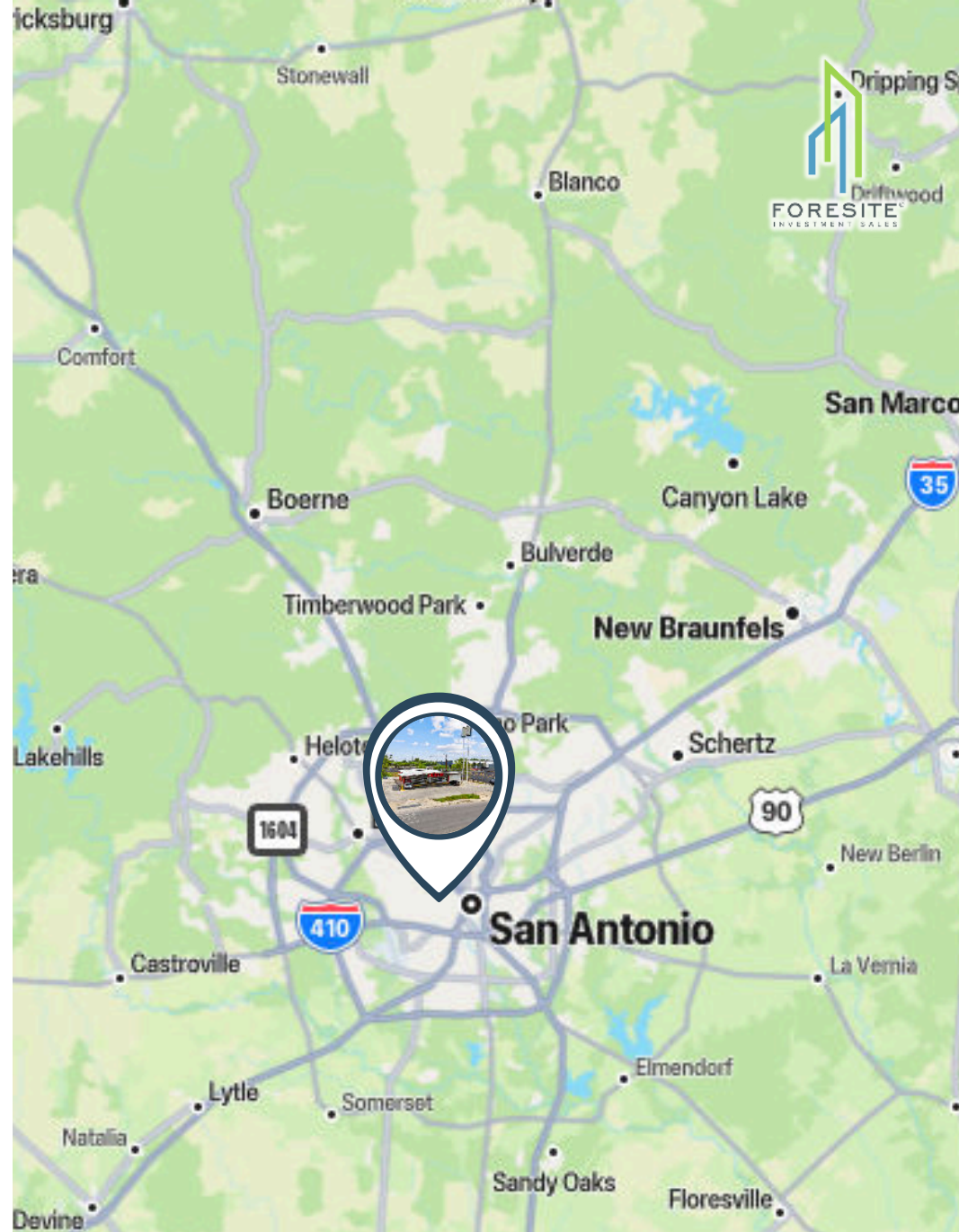
361,691

Population
5-Mile

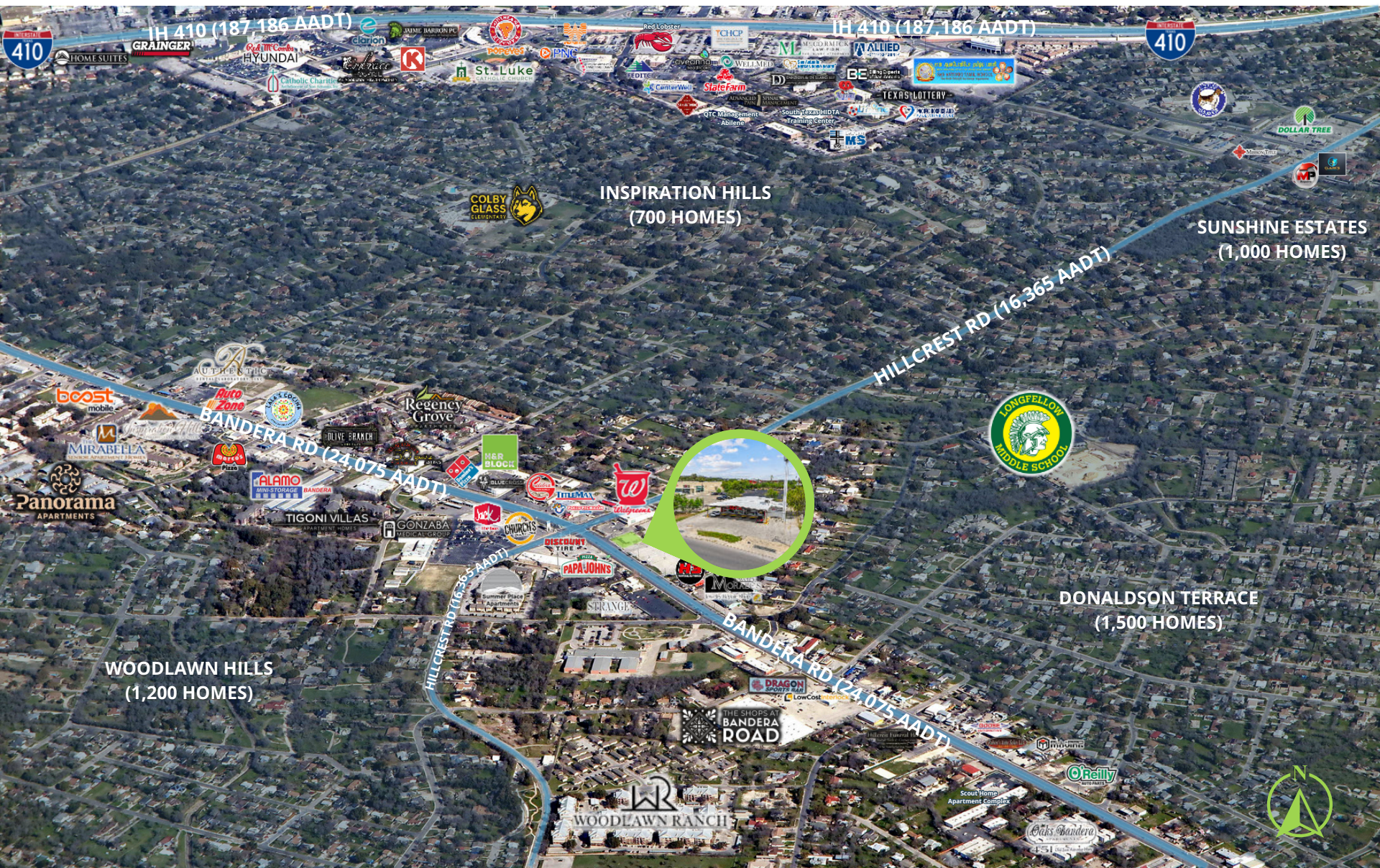


*Sourced from Esri

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DON'S & BEN'S LIQUOR | SAN ANTONIO, TX



SITE VIEW

DON'S & BEN'S LIQUOR | SAN ANTONIO, TX



HILLCREST PLAZA
BANDERA ROAD

MORALE'S
Jewelry Repair Shop

H3

STRANGE
REALTY

cricket
wireless

PIZZA
PAPA JOHN'S

DISCOUNT
TIRE

HILLCREST RD (16,365 AADT)

BANDERA RD (24,075 AADT)

The following information has been secured from sources we believe to be reliable but we make no representations or warranties, expressed or implied, as to the accuracy of the information. Buyer must verify the information and bears all risk of any inaccuracies.

THE SHOPS AT
**BANDERA
ROAD**

Jewelry
MORALE'S
Jewelry Repair Shop



STRANGE

PIZZA
PAPA JOHN'S

cricket
wireless

**DISCOUNT
TIRE**

BANDERA RD (24,075 AADT)

Randy's
BINGO

RANDY'S



HILLCREST RD (16,365 AADT)

SITE PLAN

DON'S & BEN'S LIQUOR | SAN ANTONIO, TX



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BANDERA RD (24,075 AADT)

ON'S
EN'S
LOUNGE

criolet

criolet

criolet

OFFERING MEMORANDUM

San Antonio, Texas | 78245

DON'S & BEN'S LIQUOR

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INFORMATION ABOUT BROKERAGE SERVICES

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW

- (A client is the person or party that the broker represents):
 - Put the interests of the client above all others, including the broker's own interests;
 - Inform the client of any material information about the property or transaction received by the broker;
 - Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS: A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. An owner's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. A buyer/tenant's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose: that the owner will accept a price less than the written asking price; that the buyer/tenant will pay a price greater than the price submitted in a written offer; and any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally;
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

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