BINSWANGER
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October 5, 2010

Mr. Russell W. Hall
PICOR
1100 N. Wilmot, Suite 200
Tucson, AZ 85712

RE: Texas Instruments facility located at 6730 South Tucson Boulevard, TUCSON, ARIZONA

Dear Russ:

Texas Instruments (TI) would like to submit the terms cited below to serve as the basis of a counter offer to the offer put forward by StrengthBuilding Partners (SBP) in September:

- Property Description: Approximately 253,393 square feet of improved building space on approximately 17.6 acres
- Lease term: 4 years, with term beginning December 1, 2010
- Lease Rate:
  - Rent fee waived, Months 1 through 12
  - Beginning Month 13: $0.55 per square foot per month NNN; increasing 3% per year
- Operating Expenses: SBP to pay operating expenses from date of occupancy.
  - Operating expenses to include:
    - Taxes
    - Insurance
    - Maintenance
    - Electrical
    - Water
    - Note: "Maintenance" (noted above) to include costs associated with cleaning, and facilities management
- Lease/Purchase Terms:
  - SBP agrees to <u>lease</u> the site effective December 1, 2010. SBP also agrees to <u>purchase</u> the site on or before November 30, 2014 for $8 million.
  - If TI receives an acceptable offer from another party to purchase the site prior to November 30, 2014, SBP will have the option to purchase the property at that same price.
  - Any SBP offer to purchase will be subject to financial review – and subsequent management approval.
  - If TI accepts a third-party offer which SBP does not match, or an offer from SBP that is not acceptable to TI, and the property is sold to some third-party, SBP must vacate within three-months of execution of purchase contract with the third-party.
- Marketing Site: TI retains right to continue to market the site throughout lease term. SBT must accommodate any requests for access to the site to show the site to prospective purchasers throughout the term of the lease.
- Tenant improvements: Any tenant-funded improvements require approval by TI, which cannot be unreasonably withheld
- Security Deposit: SBT to provide security deposit of $150,000 upon execution.

- Financial Information Request: Any lease or purchase is subject to the review of any and all SBP financial information.
- Condition: Texas Instruments to provide the property "as is".
- This offer is non-binding and final agreement is subject to Texas Instruments management approval.

Russ, Texas Instruments is pleased that StrengthBuilding Partners is considering the lease/purchase of this facility.

Please let me know if you have any questions or would like to discuss. Otherwise, will assume you will review with your client. We look forward to hearing back from you.

Regards,

Doug Heller
Vice President

cc: Charlsie James, Texas Instruments
Gary Metzler, Texas Instruments
Holmes Davis, Binswanger
Chuck Pawlak, Binswanger

Accepted:

On behalf of StrengthBuilding Partners

_____
Printed Name and Signature

_____
Date

On behalf of Texas Instruments

_____
Printed Name and Signature

_____
Date