

Schedule 8

DISCLOSURE STATEMENT SCHEDULES

Schedule 8 – TICPM APA (with attached schedules)

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 30th day of January, 2009, by and among (i) **DBSI, Inc.** and its affiliated debtors in possession as identified on Schedule 1 attached hereto, having a mailing address of 12426 W. Explorer Drive, Suite 220, Boise, ID 83713, in their capacities as debtor/debtor in possession (the "Debtor" or "Debtors"), (ii) **FOR 1031 LLC**, having a mailing address of 12426 W. Explorer Drive, Suite 220, Boise, ID 83713, in its capacity as debtor/debtor in possession ("FOR 1031") or collateral agent ("Collateral Agent") for those certain affiliated non-Debtor entities (the "Owners") that own undivided tenancy in common interests in respect of certain of the Properties, as defined below and as set forth on Schedule 4 hereof; and (iii) **TIC PROPERTIES MANAGEMENT, LLC**, a Virginia limited liability company, having a mailing address of 101 North Main Street, 12th Floor, Greenville, SC 29601, and such wholly owned Affiliates as Buyer may designate to hold the DBSI Equity Interests, as defined below (collectively, "Buyer" or "TICPM"). If there is hereafter more than one party liable as Buyer, the obligations hereunder imposed shall be joint and several.

W I T N E S S E T H :

WHEREAS, the Debtor controls, and has the right to direct, certain designation rights with respect to the assumption and assignment or rejection of leases and contracts (the "Designation Rights") for each of the real estate properties identified on the schedule hereto as Schedule 2; and

WHEREAS, the Debtors identified on Schedule 1 attached hereto have filed petitions for relief under Chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, the Debtors' bankruptcy cases are jointly administered under Case No. 08-12687 (PJW); and

WHEREAS, on December 19, 2008, the Debtors filed with the Bankruptcy Court a motion pursuant to which the Debtors sought approval of, among other things, sale procedures with respect to the Debtors' interests related to the Properties (the "Sale Procedures Motion"); and

WHEREAS, on January 8, 2009, the Bankruptcy Court entered an Order (I) Approving Sale Procedures; (II) Scheduling a Hearing To Consider Sale of Certain Assets Associated With the Debtors' Property Management Business; (III) Approving Form and Manner of Notice Thereof; and (IV) Granting Related Relief (the "Sale Procedures Order"); and

WHEREAS, Buyer wishes to acquire the Management Rights, as defined herein, and the DBSI Equity Interests, as defined herein, for the Properties, as defined herein, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements, covenants, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the

terms and conditions hereinafter set forth the parties hereto, intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS.** All capitalized terms in this Agreement shall have the following meanings unless otherwise expressly defined herein:

“Affiliate” shall have the meaning ascribed in 11 U.S.C. § 101(2), and as such meaning has been interpreted and applied, including, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person.

“Auction” shall mean the auction originally scheduled for 10:00 am on January 28, 2009 pursuant to the Sale Procedures, which was continued to and concluded on January 29, 2009.

“Auction Properties” shall mean, collectively and individually, the properties identified on Schedule 3.

“Bankruptcy Case” shall mean the bankruptcy cases of the Debtors pending in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and jointly administered under Case No. 08-12687 (PJW).

“Bidder Tail Provision” shall mean the following portion of the Sale Procedures: “Any Qualified Bidder who makes a bid irrevocably agrees to pay to the Debtors an amount equal to the greater of the average or the median price for bids by all of the Successful Bidders (as calculated based upon the per square foot basis by Property) for all Properties (with respect to a transaction and type of Property comparable to the type of transaction contemplated by such Qualified Bidder’s bid), but in no event less than the Minimum Price Per Property plus the Transaction Fee, if such Qualified Bidder (including any Qualified Bidder that is a Successful Bidder) enters into any transaction involving a Property, on or before June 30, 2010, with the TIC Investors (or their designee) to manage, to provide services in connection with, or otherwise be engaged with respect to, a Property; provided, however, if the Qualified Bidder enters into a transaction with a TIC Investor pursuant to and concurrent with the TIC Investor Options (described below), no such fee shall be due and payable.”

“Buyer” has the meaning set forth in the Preamble of this Agreement.

“Confidential Information” shall mean all information of any kind concerning Debtors, Buyer or their Affiliates, obtained directly or indirectly from Debtors or Buyer as the case may be, in connection with the transactions contemplated by this Agreement except information (i) ascertainable or obtained from public or published information, (ii) received from a third party not known by Buyer to be under an obligation to Debtors to keep such information confidential, (iii) received from a third party not known by Debtors to be under an obligation to Buyer to keep such information confidential, (iv) which is or becomes known to the public (other than through a breach of this Agreement), (v) which was in Debtors’ possession prior to disclosure thereof to Debtors in connection with the transactions contemplated by this Agreement, or (vi) which was in Buyer’s possession prior to disclosure thereof to Buyer in connection with the transactions contemplated by this Agreement.

"Closing" has the meaning set forth in Section 3 of this Agreement.

"Closing Date" shall mean February 5, 2009.

"DBSI Equity Interests" shall mean undivided tenancy in common interests of the Owners as set forth on Schedule 4, which to the best of their knowledge information and belief, the Debtors and FOR 1031 represent to be true and correct and to include all of the undivided tenancy in common interests of the Owners that are less than or equal to three percent (3%) of the undivided tenancy in common interests in the Properties, provided however, that the DBSI Equity Interests shall not include any undivided tenancy in common interests of the Debtors or their affiliates in the Properties listed in Schedule 4.1.

"DBSI Equity Interest Fair Market Value" shall mean in the case of a Sale of a DBSI Equity Interest, the gross proceeds received from an unaffiliated, arm's length, bona-fide, Sale of the DBSI Equity Interests that is supported by an appraisal that meets the requirements of both clause (iii)(y), and the last sentence, of the definition of Property Fair Market Value, less the actual out of pocket costs and expenses of such Sale paid to third parties unaffiliated with the Buyer (including any transfer (or similar) taxes paid by Buyer in connection with the transfer of the DBSI Equity Interests).

"Debtor" or "Debtors" shall mean the parties as defined in the Preamble.

"Equity Disposition Fee" shall mean an amount equal to fifty (50) percent of the Net Equity Proceeds or Net Property Proceeds (as each such term is defined herein) on account of a Sale of a DBSI Equity Interest or a Property which Sale shall be at the DBSI Equity Interest Fair Market Value or the Property Fair Market Value, respectively, except that a sale of a Property pursuant to Section 2(c)(vi) of this Agreement shall not require any consent of the Debtor, FOR 1031, or Owners or any valuation.

"Exclusive Rights" shall mean the exclusive right during the Exclusive Rights Period to the Designation Rights with respect to the Auction Properties, and the exclusive right during the Extended Exclusive Rights Period to the Designation Rights with respect to the Extended Properties.

"Exclusive Rights Period" shall mean the period from January 29, 2009 through and including February 4, 2009.

"Extended Properties" shall mean those Properties for which rejection of the applicable master lease has been deferred by agreement of the Debtors and the applicable TIC Owners as a result of the Debtor receiving the Extension Consideration.

"Extended Exclusive Rights Period" shall mean the period from February 4, 2009 through February 27, 2009.

"Extension Consideration" shall mean the receipt by the Debtor for a Property, payment of \$7,500, and the waiver of the applicable TIC Owners' administrative claim for February 2009 with respect to such Property.

“Executory Contracts” shall mean executory contracts related to the Properties, including without limitation those listed on Exhibit B to the Notice of Possible (I) Assumption and Assignment of the PMB Assets and (II) Proposed Cure Amounts filed in the Bankruptcy Case [Docket No. 1135] on January 13, 2009, as amended from time-to-time by the Debtors.

“Governmental Entity” means any federal, state, provincial, local, county or municipal government, governmental, judicial, regulatory or administrative agency, commission, board, bureau or other authority or instrumentality, domestic or foreign.

“Gross Revenues” shall mean for each Managed Property, all revenues, fees, charges, and other income received by Buyer with respect to the Management Agreement, including, without limitation all fees identified in the form Property Management Agreement annexed hereto as Schedule 9.

“Leases” shall mean any and all master leases related to the Auction Properties and any and all master leases that, subsequent to the Auction, the TIC Owners related to such master leases have agreed to either (i) withdraw the designation as Rejection TIC Owners and enter into a Management Agreement with the Buyer; or (ii) become an Extended Property by payment of the Extended Consideration.

“Managed Properties” shall mean any of the Properties upon which Buyer, or its affiliates, and TIC Owners enter into a Management Agreement.

“Management Agreement” shall mean any agreement or agreements mutually acceptable to TIC Owners, including without limitation Rejecting TIC Owners, and Buyer that state the terms and conditions for Buyer’s acquisition of Management Rights for a Property, and all related agreements, ancillary agreements, or other agreements or understandings related to the management, administration, supervision, operation and Sale of the Property by Buyer and its Affiliates.

“Management Rights” shall mean the contractual right to provide asset management and/or asset management services and/or similar services with respect to a Property.

“Net Equity Proceeds” are the proceeds to be received by Buyer on account of the DBSI Equity Interests in connection with a Sale of the DBSI Equity Interests calculated based upon the DBSI Equity Interest Fair Market Value.

“Net Property Proceeds” are the proceeds to be received by Buyer on account of a DBSI Equity Interest in respect of the Property related thereto in connection with a Sale of such Property calculated based upon the Property Fair Market Value, less the then outstanding indebtedness secured by such Property and less the customary, reasonable, market closing costs (and transfer taxes if paid by the Buyer) paid in connection with such Sale to third parties unaffiliated with the Buyer.

“Properties” shall mean, collectively and individually a “Property”, the Properties identified on Schedule 2.

"Property Fair Market Value" shall mean with respect to each Property related to a DBSI Equity Interest, such value as either: (i) the Buyer and the Collateral Agent mutually agree upon; (ii) if there is a bona-fide, arm's length sale to an unaffiliated third party that is supported by an third party appraisal that meets the requirements of clause (iii)(y) hereof, and the last sentence hereof if such appraisal is available to Buyer; or (iii) such value determined by an appraiser: (x) that is determined by the joint application of the Buyer and the Collateral Agent to a real estate or appraisal trade organization operating in the city and state where such Property is located (or if none then exist in the city and state where the Property is located, in such locale as Buyer and the Collateral Agent shall reasonably determine) (any such entity is herein the "Board") for the appointment of such appraiser; (y) with the following qualifications: (i) the appraiser shall be an independent appraiser, (ii) have an M.A.I. or equivalent qualifications, (iii) have at least ten (10) years of active, current experience in appraising apartment buildings in the city and state where such Property is located, and (iv) be a member of the American Institute of Real Estate Appraisers or the National Association of Realtors, which such appraisers' determination of such Property Fair Market Value will be final and binding on the Buyer and the Collateral Agent. For the avoidance of doubt, the appraiser will evaluate such Property on a "free and clear" basis, without regard to outstanding debt and without regard to the interest rates and/or payments due on any outstanding debt and assuming that such Property is well managed and having rental rates and occupancy levels that are not above market, to determine the price a willing seller under no distress would receive from a willing buyer of such Property, without taking into consideration and without assuming payment by the seller of then reasonable and customary seller's closing costs, so such Property Fair Market Value is not net of such customary closing costs. The party who requests an appraisal shall pay the fees and expenses of the appraiser required by to determine such Property Fair Market Value.

"Purchased Assets" shall mean: (i) the Exclusive Rights, subject to the TIC Options; (ii) the DBSI Equity Interests; (iii) copies of all material books and records related to the Managed Properties that are in the possession of or under the control of the Debtors, and in respect thereto, the Debtors' obligation to deliver the same shall be limited to using its commercially reasonable efforts to locate and deliver the same (the "Books and Records"); (iv) the transfer of the rights to access all software related to the operation of the Properties, including without limitation, the AMA and DSA software, including making a copy thereof (the "AMA/DSA Access Rights"), (v) the right to access all rights and licenses to the Yardi software currently used by the Debtors (the "Yardi Access Rights," and together with the AMA/DSA Access Rights, the "Software"): (a) through and including March 31, 2009, with respect to the Properties listed on Schedule 4, and (b) for a period of thirty (30) days following the date on which any Property that is not currently a Managed Property but becomes a Managed Property prior to August 4, 2009, which Yardi Access Rights shall be granted as of the date the Debtors or Collateral Agent receives the payment described in Section 2(a)(iv) hereof, provided, however, that in no event shall such Yardi Access Rights extend beyond September 4, 2009 and, with respect to the terms of both subpart (iv) and (v) of this definition, subject to the right of the Debtors to use and access the Software and the data with respect thereto; (vi) release of Buyer from the application of the Bidder Tail Provision of the Sale Procedures for any of the Properties; and (vii) the right but not the obligation to interview and offer employment or contract to any employees of the Debtor involved in the Debtor's property management businesses. Notwithstanding the definition of Purchased Assets, the Debtors and their current non-debtor affiliates may continue to use (but not sell or otherwise receive compensation for) the Software for the continued operation of their

business during the winding down of their businesses, and for the continued administration of the Bankruptcy Cases (including any successor liquidating trust and any responses to discovery and subpoenas in connection with litigation). However, under no circumstances shall the Debtors or their current non-debtor affiliates receive compensation or consideration (except for reimbursement of reasonable costs and expenses by third parties) for the transmission of data from the Software related to the Properties. For the avoidance of doubt, the Software can continue to be used by the Debtors and current non-debtor affiliates in connection with their lines of business not related to the Properties.

“Purchase Price” shall mean all amounts payable hereunder by the Buyer, including, but not limited to those set forth in Section 2 hereof.

“Rejecting TIC Owners” shall mean TIC Owners who pursuant to the Sale Procedures were offered the opportunity to elect to participate in the Sale Process but elected not to participate in the Sale Process, and consequently, whose properties were not offered at the Auction.

“Revenue Disposition Fee” shall mean for Properties that are or become Managed Properties, fifty (50) percent of gross sales commissions actually received by Buyer, less sales commissions due to unaffiliated third parties.

“Revenue Participation Fee” shall mean, for each Property that is or becomes a Managed Property, an amount equal to 7.5 % of the Gross Revenues actually received by Buyer, or its Affiliates, on account of the Management Agreement for the Property, excluding solely therefrom that portion of Gross Revenues of such Property that are payable by Buyer as leasing commissions, broker fees, or sub-managers for such Property to unaffiliated third parties.

“Revenue Purchase Price” has the meaning set forth in Section 2(a)(i).

“Sale” shall mean any sale, transfer, conveyance, merger, or exchange.

“Sale Order” shall mean an order issued by the Bankruptcy Court approving this Agreement and the transactions contemplated hereby in a form reasonable acceptable to counsel for Buyer.

“Sale Procedures” shall mean the sale procedures with respect to the Leases and Subleases, as set forth in the Sale Procedures Order.

“Sale Procedures Order” shall mean that order, dated January 7, 2009, entered by the Bankruptcy Court approving, among other things, the Sale Procedures.

“Sale Process” shall mean the Sale Process referred to in Exhibit B to the Sale Order entitled “TIC Investor Options with Respect to Each Master Lease and the Related Property, Excluding the Sold Unchanged Master Leases.”

“Security Deposits” shall mean all amounts paid as security deposits by any Sublessee under the Subleases.

“Subleases” shall mean those certain leases or subleases of the Properties or portions thereof among Debtors, any of the Debtors, or the predecessor of the Debtors or the Debtors and any of the Sublessees, including without limitation the subleases identified on Exhibit A to the Notice of Possible (I) Assumption and Assignment of the PMB Assets and (II) Proposed Cure Amounts filed in the Bankruptcy Case [Docket No. 1135] on January 13, 2009, as amended from time-to-time by the Debtors.

“Sublessees” shall mean any and all persons or entities designated as sublessee, lessee or tenant under any of the Subleases.

“TIC Owners” shall mean with respect to each Property, each person or entity owning an undivided tenant-in-common interest in such Property.

“TIC Options” shall have the meaning ascribed to such term in the Sale Procedures.

2. PURCHASE PRICE AND RELATED TERMS.

(a) Management Rights.

(i) In consideration of receiving the Exclusive Rights and the Extended Exclusive Rights, Buyer agrees to pay Debtor: (A) an initial payment of \$510,944.00 (the “Revenue Purchase Price”), subject to the provisions of Section 2(a)(ii) below; (B) the Revenue Participation Fee for each Property that is an Auction Property and which becomes a Managed Property as of February 5, 2009; and (C) the Revenue Disposition Fee for each Property that becomes a Managed Property as of February 5, 2009; and

(ii) It is agreed that the payment of the Revenue Purchase Price is conditioned upon Buyer acquiring the Management Rights for all of the Auction Properties. In the event that Buyer is unable to obtain on or before August 4, 2009 the Management Rights to any particular Auction Property (a “Not Obtained Auction Property”) for any reason (other than Buyer’s bad faith or breach of this Agreement), then the Revenue Purchase Price shall be reduced by the amount allocated to each such Not Obtained Auction Property set forth on Schedule 3; provided however, notwithstanding the foregoing, in no event shall the Revenue Purchase Price be reduced to an amount lower than \$350,000.00 (the “Guaranteed Revenue Purchase Price”); and

(iii) In the event that, on or before February 5, 2009, any of the Properties that is not one of the Auction Properties becomes a Managed Property, it is agreed that Buyer will pay to Debtor: (A) \$5,000.00 for each such Property; (B) the Revenue Participation Fee for each such Property; and (C) the Revenue Disposition Fee for each such Property; and

(iv) In the event that, after February 5, 2009 and on or before August 4, 2009, any of the Properties that is not one of the Auction Properties becomes a Managed Property, it is agreed that Buyer will pay to Debtor: (A) \$4,000.00 for

each such Property; (B) the Revenue Participation Fee for each such Property; and (C) the Revenue Disposition Fee for each such Property; and

(b) Payment of Revenue Participation Fee and Revenue Disposition Fee; Reporting and Audit Rights.

(i) The Revenue Participation Fee shall be paid monthly, on the fifteenth (15th) calendar day of each calendar month, based upon the Gross Revenues during the prior calendar month. With each monthly payment, the Buyer shall deliver to the Debtor: (i) a detailed statement for each Managed Property for such prior calendar month reflecting the gross revenues and expenses for the Managed Property as is produced by the Buyer in the ordinary course of business; (ii) a calculation of the budget for the Managed Property to actual results for the Managed Property for such prior calendar month, an explanation of any material variances; and (iii) detailed schedules setting forth the calculation of the Gross Revenues for each Managed Property and the calculation of the Revenue Participation Fee due to the Debtor pursuant to section 2(a)(i) and (ii) hereof with respect to Managed Properties, including without limitation, the Gross Revenues collected, the approved deductions from Gross Revenues to unaffiliated third parties with respect to payment of leasing commissions, broker fees and sub manager fees.

The Buyer shall provide to the Debtor an annual operating budget for each Property that is a Managed Property on or before December 31 of the prior calendar year. For example, for a Property that is a Managed Property in 2009 and will continue to be a Managed Property in 2010, the Buyer will provide the Debtor with an annual operating budget for 2010 for such Managed Property on or before December 31, 2009. The Buyer shall also provide to the Debtor on or before March 15, 2009, an initial partial calendar year operating budget for each Property that has become a Managed Property as of and after February 4, 2009 and prior to March 15, 2009, for the period from February 4, 2009 to December 31, 2009. For any Property that has become a Managed Property after March 15, 2009 and on or before August 5, 2009, the Buyer shall provide, as soon as practicable after such Property becomes a Managed Property, an initial partial calendar year operating budget for each such Property from the date it becomes a Managed Property through December 31, 2009.

For each Managed Property for the period from February 4, 2009 to December 31, 2009, and each successive twelve month calendar year period (i.e., January through December), the Buyer shall provide a quarterly financial statement on or before the last business day of each of June, September and December in such period, beginning June 2009, and an annual financial statement, if available, for each Managed Property on or before May 1 beginning May 2010.

All financial statements, budgets, schedules, and calculations shall be delivered with a certification of the chief executive officer, chief operating officer

or chief financial officer of the Buyer attesting that the information provided is true, complete and accurate.

(ii) The Revenue Disposition Fee shall be paid concurrent with the receipt of proceeds from the Sale of a Managed Property. With the payment of the Revenue Disposition Fee, the Buyer shall provide to the Debtor a copy of all documents related to such Sale, with such documents certified by the chief executive officer, chief operating officer or chief financial officer of the Buyer to be true, correct and complete.

(c) DBSI Equity Interests.

(i) Consideration. In consideration of the transfer of the DBSI Equity Interests, Buyer agrees to pay the Collateral Agent on behalf of the Owner: (i) an initial payment at Closing of \$200,000.00 (the "Equity Purchase Price"), and (ii) the Equity Disposition Fee (as defined herein) which shall be paid upon the Sale of the Property or DBSI Equity Interest. The total amount of the Equity Purchase Price and the Equity Disposition Fee shall be held and segregated by the Collateral Agent on behalf of the Owners. The Equity Purchase Price and the Equity Disposition Fee shall be allocated to each DBSI Equity Interest in an amount as the Debtors and the Buyer may agree, or the Bankruptcy Court may determine.

On account of the Equity Disposition Fee, Buyer shall pay to the Collateral Agent on behalf of the Owners on or before February 4, 2016 an aggregate amount of not less than \$650,000.00 (the "Minimum Equity Disposition Fee") including the aggregate amount of all Equity Disposition Fee payable prior to such date from the Sale of a Property (for the avoidance of doubt excluding the Equity Purchase Price), provided, however if the aggregate amount of the Equity Disposition Fees that are payable are greater than Minimum Equity Disposition Fee, the aggregate amount of such Equity Disposition Fee shall be paid to the Collateral Agent on behalf of the Owners; and, provided further, however, to the extent Buyer pays all or a portion of the Minimum Equity Disposition Fee on or before February 4, 2016, from and after such Minimum Equity Disposition Fee payment is made, any Equity Disposition Fee payable from a Sale of a Property shall be first credited against the Minimum Equity Disposition fee so paid until Buyer receives credit for the full amount of such Minimum Equity Disposition Fee paid, and thereafter, any subsequent Equity Disposition Fee payable from a Sale of a Property shall be paid to the Collateral Agent.

(ii) Reconciliation Process for Errors and Omissions in the Stated DBSI Equity Interests. To the best of the Debtors' knowledge, information and belief, the DBSI Equity Interests are accurately stated on Schedule 4 attached hereto. The parties acknowledge and agree that the Buyer's agreement to pay the Minimum Equity Disposition Fee for each Property in which an Owner owns a DBSI Equity Interest is based upon the belief that the Owners have the power to

transfer to the Buyer at least the stated amount of the DBSI Equity Interest for each Property identified in Schedule 4 (the "Stated DBSI Equity Interest").

a. Example 1 (greater actual percentage of retained equity interest than the Stated DBSI Equity Interest, but 3% or less of the total equity interests in the Property). If the Stated DBSI Equity Interest for a Property is greater than the actual DBSI Equity Interest, but the actual DBSI Equity Interest is 3% or less of the total equity interests in the Property, then either the Net Equity Proceeds or the Net Property Proceeds shall be allocated as follows: (1) the Buyer and the Debtors will divide the Net Equity Proceeds or Net Property Proceeds equally; and (2) the Buyer will receive a credit against the Minimum Equity Disposition Fee equal to the amount of the Net Equity Proceeds or Net Property Proceeds received by the Debtors.

b. Example 2 (greater actual percentage than the Stated DBSI Equity Interest and greater than 3% of the total equity interests in the Property). If the actual DBSI Equity Interest for a Property is greater than the Stated DBSI Equity Interest and the actual DBSI Equity Interest is greater than 3% of the total equity interests in the Property, then the Net Property Proceeds of the DBSI Equity Interest shall be allocated as follows: (1) the Buyer will receive 50% of the Net Equity Proceeds or Net Property Proceeds of 3% of the DBSI Equity Interest; (2) the Debtors will receive the balance of the Net Equity Proceeds or Net Property Proceeds; and (3) the Buyer will receive a credit against the Minimum Equity Disposition Fee equal to the amount of the Net Equity Proceeds or Net Property Proceeds received by the Buyers.

c. Example 3 (lesser actual percentage, but at least 50% of Stated DBSI Equity Interest). If the Stated DBSI Equity Interest for a Property is less than the actual DBSI Equity Interest, but the actual DBSI Equity Interest is at least 50% of the Stated DBSI Equity Interest, then upon the sale of the DBSI Equity Interest, the Net Equity Proceeds or Net Property Proceeds shall be allocated as follows: (1) the Buyer will receive an amount of the Net Equity Proceeds or Net Property Proceeds attributable to 50% of the Stated DBSI Equity Interest; (2) the Debtors shall receive the balance, if any, of the Net Equity Proceeds or Net Property Proceeds; and (3) the Buyer will receive a credit against the Minimum Equity Disposition Fee equal to the amount of Net Equity Proceeds or Net Property Proceeds received by the Buyer.

d. Example 4 (actual percentage of DBSI Equity Interest is less than 50% of Stated DBSI Equity Interest). If the actual DBSI Equity Interest for a Property is less than 50% of the Stated DBSI Equity Interest, then the Net Equity Proceeds or Net Property Proceeds shall be allocated as follows: (1) the Buyer will receive all of the Net Equity Proceeds or Net Property Proceeds and shall retain a claim against the Debtors' share of

the Net Equity Proceeds or Net Property Proceeds of the future sale of DBSI Equity Interests for the difference between 50% of the value (as defined below) of the Stated DBSI Equity Interest and the Net Equity Proceeds or Net Property Proceeds received by the Buyer (the "Deficiency Claim"); (2) the Buyer will receive a credit against the Minimum Equity Disposition Fee equal to the Net Equity Proceeds or Net Property Proceeds received by the Buyer; and (3) the Buyer shall receive from the Net Equity Proceeds or Net Property Proceeds of any future sale of the DBSI Equity Interests before any distribution is made to the Debtors until the Deficiency Claim is paid in full. As used herein, "value" of the Stated DBSI Equity Interests, the Net Equity Proceeds and the Net Property Proceeds shall be established by the proceeds received from the referenced sale.

e. Example 5 (omissions). If the Buyers determine that the Debtors have a retained equity interest of three percent (3%) or less in any of the Properties and such retained equity interest is not listed on Schedule 4 attached hereto (the "Omitted Equity Interest"), the Debtors shall cooperate with the Buyer in the Buyers' acquisition of such Omitted Equity Interest and to transfer the Omitted Equity Interest to the Buyer. Any Omitted Equity Interest, and the transfer thereof, shall be treated as if such Omitted Equity Interest is a DBSI Equity Interest and the terms and conditions governing the transfer of the DBSI Equity Interests to the Buyer hereunder shall govern in all respects, including without limitation, Examples 1 and 2 set forth above.

(iii) Transfer. The Debtors and FOR 1031 shall cause the DBSI Equity Interests to be conveyed to Buyer, or such wholly owned Affiliate of Buyer as Buyer may designate, by a transfer of the fractional fee ownership interests of the Owners in the respective Properties, as set forth on Schedule 4, by such Owners pursuant to a transfer document in the form annexed hereto as Schedule 5 (as Schedule 5 may be modified to accommodate applicable State law requirements, but not so as to change the substance of the transfer). The fractional fee ownership interests of the Owners as identified on Schedule 4 that are transferred to the Buyer shall remain subject to any and all liens, interests and encumbrances as against such fractional fee ownership interests. The proceeds from the sale of the DBSI Equity Interests shall be paid to and segregated and held by the Collateral Agent for the benefit of the Owners. All transfer fees, recording fees, title insurance premiums and other charges related to the transfer of the DBSI Equity Interests to the Buyer shall be paid by the Buyer, without any adjustment to the Equity Purchase Price or the Equity Disposition Fee at closing, or otherwise, for real estate taxes, insurance, utilities or any other fee, charge, expense, or matter. The transfer of the DBSI Equity Interests to the Buyer shall take place with the commercially reasonable cooperation of the Debtors, including without limitation the production of resolutions or other documentation evidencing the authority to sign and effectuate the transfer.

(iv) Information. With the payment of the Equity Disposition Fee, the Buyer shall provide to the Collateral Agent a copy of all documents related to the applicable Sale of the DBSI Equity Interests or the Managed Property related, as applicable, including the agreements governing the Sale and a calculation of the Equity Disposition Fee, and such documents shall be certified by the chief executive officer, chief operating officer or chief financial officer of the Buyer to be true, correct and complete. Buyer shall provide the Collateral Agent, within five (5) business days of Buyer's receipt of the same, with all documents relating to the marketing, negotiation and execution of a Sale of the DBSI Equity Interests or the Managed Properties, to the extent available to the Buyer.

(v) Waiver/Indemnification. Buyer waives its right to recover from, and forever releases and discharges the Debtors, the Owners, FOR 1031, and the Collateral Agent, and their Affiliates, investment advisor and manager, the partners, trustees, shareholders, members, directors, managers, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Releasees") from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, transfer (or similar) taxes related to the Purchased Assets, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, including, without limitation, those that it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules or regulations, that may arise on account of or in any way be connected with the Purchased Assets or the Managed Properties, the physical condition thereof, or any law or regulation applicable thereto arising from and after February 5, 2009 (including, without limitation, claims under any environmental law) (collectively, "Claims"). Buyer further agrees to defend, indemnify and hold the Releasees harmless (including payment of reasonable attorney's fees and costs of counsel of Releasees's choosing) from and against any loss, liability or claim relating to all Claims that are related to the Purchased Assets, but excluding the Claims that are related to the Managed Properties. Without limiting the foregoing, Buyer, upon closing, shall be deemed to have waived, relinquished and released Releasees from any and all claims, matters arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any environmental law) and any and all other acts, omissions, events, circumstances or matters affecting the Purchased Assets or the Managed Properties. Buyer agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Properties be required after the date of closing, such clean up, removal or remediation shall not be the responsibility of Debtors, the Owners, FOR 1031 or the Collateral Agent, and Buyer shall be deemed to have waived, relinquished and released the Releasees from any and all claims relating to or arising out of any such remediation or removal of hazardous substances or other environmental conditions on or about the Properties. **For the avoidance of all doubt, and notwithstanding anything to the contrary in this Agreement, including this Section 2(c)(v), nothing**

herein shall be construed or is intended to waive or release the obligations of the Debtors and FOR 1031 under this Agreement.

(vi) **Other.** For the avoidance of doubt, if the TIC Owners for a particular Property in which Buyer has acquired the DBSI Equity Interests vote to sell a Property, the Buyer, the Debtors, FOR 1031, and the Owners shall not have any right of consent or approval in connection with such Sale.

(d) **Cash Out Options.**

(i) On or after February 4, 2012, either Buyer or the Debtor (or the successor to the Debtor, including any liquidating trust) may exercise the option to require a cash out of the then future Revenue Participation Fee for a cash payment by Buyer equal to the product of: (A) the annual average of all payments the Debtor were entitled to receive for the Revenue Participation Fee during the prior three year period; multiplied by (B) 2.5; and

(ii) On or after February 4, 2014, Buyer may exercise the option to cause a cash out ("Equity Disposition Fee Cash Out Payment") of the Equity Disposition Fee for the payment by Buyer of an amount equal to: (a) a negotiated amount; or (b) the Net Property Proceeds; provided, however, that the sum of the Equity Disposition Fee Cash Out Payment and all Equity Disposition Fees previously paid shall not be less than the Minimum Equity Disposition Fee.

(e) **Security.** The obligation of the Buyer to pay the Revenue Participation Fee, the Revenue Disposition Fee, and the Equity Disposition Fee shall be secured by: (i) a second lien, subject to a customary intercreditor agreement, in and to the Management Agreements, substantially in the form annexed hereto as Schedule 6, subject to the consent of the Buyer's lender, if required by the Buyer's existing first lien secured financing facility, which Buyer shall use commercially reasonable efforts to obtain within thirty (30) days of the date of execution of this Agreement; (ii) a guaranty executed by John Boyd substantially in the form annexed hereto as Schedule 7; and (iii) a guaranty of TIC Properties, LLC substantially in the form annexed hereto as Schedule 7, subject to the consent of the Buyer's lender, if required by the Buyer's existing first lien secured financing facility, which Buyer shall use commercially reasonable efforts to obtain within thirty (30) days of the date of execution of this Agreement.

(f) **Information and Audit.** The Buyer shall: (x) make available to Debtor and the Collateral Agent and their representatives such books and records with respect to the operation of the Managed Properties as Debtor or the Collateral Agent shall reasonably require; (y) provide to the Debtor and the Collateral Agent, on a timely basis, the financial statements, budgets, schedules and calculations required hereunder, and other statements and reports as may be reasonably requested by Debtor or the Collateral Agent (in each case certified by the chief executive officer, chief operating officer or chief financial officer of the Buyer to be true, correct and complete); and (z) allow Debtor or the Collateral Agent or their representative to inspect and/or audit, at the Buyer's expense, the books and records of the Buyer, provided that prior to an Event of Default

hereunder, the Debtor and the Collateral Agent shall not be permitted to undertake in the aggregate more than one (1) audit in any calendar quarter. If any inspection or audit discloses that the Buyer underpaid the amounts required to be paid for the Revenue Participation Fee, the Revenue Disposition Fee, or the Equity Disposition Fee, within five (5) business days after written demand and receipt of the results of the inspection or audit, the Buyer shall pay such deficiency to the Debtors or the Collateral Agent, as the case may be. Following such payments, if the Buyer disputes the asserted deficiency, the parties agree to exercise their best efforts to resolve the dispute. If the parties are thereafter unable to resolve such dispute, either party may seek a determination from the Bankruptcy Court by motion on notice as may be required by applicable rules. In the event an underpayment of the amounts required to be paid for the Revenue Participation Fee, the Revenue Disposition Fee, or the Equity Disposition Fee equals or exceeds five percent (5%) of the amount required to be paid or if during any twelve (12) month period there is a second underpayment, then in addition to payment of the unpaid amount, Buyer shall pay on such underpayment, upon demand, interest thereon at the Default Rate (as defined herein) from the date such payment was originally due until paid.

(g) Events of Default. The following events shall be an event of default of Buyer's obligations under this Agreement (each an "Event of Default"):

- (i) Buyer's failure to pay the Revenue Participation Fee when due.
- (ii) Buyer's failure to pay the Revenue Disposition Fee when due.
- (iii) Buyer's failure to pay the Equity Disposition Fee when due.
- (iv) Buyer's failure to pay any other monetary obligation under this Agreement when due.
- (v) Buyer's failure to comply with any of the warranties or covenants hereunder.
- (vi) The Buyer shall commence a voluntary case, proceeding or action concerning itself under Title 11 of the United States Code (the "Bankruptcy Code"); or an involuntary case, proceeding or action is commenced against the Buyer and the petition is not dismissed within sixty (60) days after commencement of the case, proceeding or action; or a custodian (as defined in the Bankruptcy Code), judicial manager, receiver, receiver manager, trustee or similar person is appointed for, or takes charge of, all or substantially all of the property of the Buyer, or the Buyer commences any other proceeding or action under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Buyer; or there is commenced against the Buyer any such proceeding or action that is not dismissed within a period of sixty (60) days; or the Buyer is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding or action is entered; or the Buyer suffers any appointment of any custodian, receiver, receiver manager, trustee or the like for any substantial part of its property to continue undischarged or unstayed for a period of

sixty (60) days; or the Buyer makes a general assignment for the benefit of creditors; or any corporate action is taken by the Buyer for the purpose of effecting any of the foregoing.

(h) Remedies.

(i) Upon the occurrence of an Event of Default, the Debtors, FOR 1031, or the Collateral Agent, as the case may be, may, at its option, and in addition to all other rights and remedies otherwise available under this Agreement and/or at law or in equity, exercise any one or more of the following remedies:

(A) in the case of a monetary Event of Default (which shall be considered an event of default occurring under any one or all of Sections 2(g)(i) through 2(g)(iv) above), upon expiration of five (5) days from the date of Buyer's receipt of written notice of such Event of Default, accelerate the obligations hereunder;

(B) in the case of a non-monetary Event of Default (which shall be considered an event of default occurring under any one or all of Section 2(g)(v) above), upon expiration of fifteen (15) days from the date of Buyer's receipt of written notice of such Event of Default, accelerate the obligations hereunder, except that, to the extent such non-monetary Event of Default is of such a nature that it cannot be cured within said fifteen (15) day period, an Event of Default by Buyer shall not be deemed to have occurred, provided Buyer commences to cure the default within said fifteen (15) day period, and thereafter continuously prosecutes such cure to completion, which in no event shall be later than thirty (30) days after Buyer's initial receipt of notice of the occurrence of such Event of Default;

(C) in the case of an Event of Default occurring under Section 2(g)(vi), the obligations hereunder shall be accelerated automatically without any action or notice by the Debtors, FOR 1031 or the Collateral Agent;

(D) exercise its rights under Section 2 (d)(i) hereof to require a cash out of the then future Revenue Participation Fee pursuant to and in accordance with said Section 2 (d)(i); provided that: (x) Debtor may exercise such right to so cash out the then future Revenue Participation Fee notwithstanding the fact that February 4, 2012 shall not have then occurred; and (y) the period referred to in Section 2(a)(i)(A) shall be the period commencing on February 4, 2009 and ending on the date that Debtor exercises its rights and remedies under this Section 2 (h)(B) if such remedy is exercised prior to February 4, 2012, and if such remedy is exercised after February 4, 2012, such period shall be the three year period immediately preceding the date that Debtor exercises its rights under this Section 2 (h)(B);

(E) require a cash out of the Equity Disposition Fee pursuant to and in accordance with Section 2 (d)(ii), provided, that: (x) for this Section 2 (h)(E), Section 2 (d)(ii) shall be read to mean that the Collateral Agent shall have been vested with the right to so cause such cash out in the same manner as the Buyer is entitled to under said Section 2(d)(ii) notwithstanding the fact that, pursuant to Section 2 (d)(ii), absent the occurrence of an Event of Default, only the Buyer and not the Debtor shall be

permitted to cause such cash out; and (y) the Collateral Agent may exercise such right notwithstanding the fact that February 4, 2014 shall not have then occurred; and

(F) if the Buyer fails to deliver any report, certification or statement required to be delivered to Debtor, FOR 1031 or the Collateral Agent hereunder in the form and in the manner required hereby, the Buyer shall, in respect of each such failure, pay to Debtor a late charge equal to \$500 per day for each and every day from the date that any such report, certification or statement was required to be delivered until such report, certification or statement is so delivered to Debtor in the form and in the manner required hereby.

(ii) Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Debtor, FOR 1031 or the Collateral Agent against Buyer under this Agreement or at law or in equity may be exercised by the Debtor, FOR 1031 or the Collateral Agent at any time and from time to time, whether or not the Debtor, FOR 1031 or the Collateral Agent shall have commenced any action for the enforcement of its rights and remedies under this Agreement. Any such actions taken by the Debtor, FOR 1031 or the Collateral Agent shall be cumulative and concurrent and may be pursued independently, singularly, successively, together or otherwise, at such time and in such order as the Debtor, FOR 1031 or the Collateral Agent may determine in their respective sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Debtor, FOR 1031 or the Collateral Agent permitted by law, equity or contract or as set forth herein. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient by the Debtor, FOR 1031 or the Collateral Agent. A waiver of one Event of Default with respect to Buyer shall not be construed to be a waiver of any subsequent Event of Default by Buyer or to impair any remedy, right or power consequent thereon.

(iii) The Buyer acknowledges that in the event of a breach of this Agreement, or any related agreement entered into in connection with the Agreement, by the Buyer, the Debtor, FOR 1031 or the Collateral Agent may not have an adequate remedy at law and, accordingly, the Buyer agrees that, in addition to any other rights and remedies under this Agreement, or any related agreement entered into in connection with the Agreement, or at law or in equity, the Debtor, FOR 1031 and the Collateral Agent, in the event of a breach by the Buyer hereunder, be entitled to injunctive relief and specific performance.

(iv) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement, or any related agreement entered into in connection with the Agreement, invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained herein shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

(h) Default Interest. Any amount hereunder required to be paid by Buyer, including, without limitation, the Revenue Participation Fee, the Revenue Disposition Fee, the Equity Disposition Fee and the Expenses, which is not paid to Lender within five (5) days of the due date thereof shall bear, and the Buyer shall on demand, pay interest on any such payment at a rate per annum equal to ten percent (10%) from the due date thereof until paid in full.

(i) Expenses. The Buyer shall, on demand, pay all reasonable fees, costs, expenses and charges incurred or payable by Debtor, FOR 1031 or the Collateral Agent in connection with the modification, enforcement, collection and/or payment of this Agreement, and any agreements entered into in connection herewith, or requests for waivers, consents or approvals relating thereto, including, without limitation, reasonable attorneys' fees and disbursements incurred by the Debtor, FOR 1031 or the Collateral Agent in connection with the foregoing including, without limitation, in connection with any bankruptcy or similar proceedings filed by or against the Buyer (collectively, the "Expenses").

3. CLOSING.

(a) Closing Date. Subject to the terms and conditions set forth herein, the closing of the transactions contemplated hereby (the "Closing") shall be as of February 5, 2009.

(b) No Survival. The representations and warranties of the Debtors, if any, shall not survive the Closing. Nothing set forth in this Section 3(b) is intended to, nor shall it, release the Debtors or FOR 1031 from its express contractual obligations under this Agreement.

(c) AS IS, WHERE IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER IS PURCHASING THE PURCHASED ASSETS "AS IS" AND "WHERE IS", WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. THE DEBTORS, FOR 1031 AND THE COLLATERAL AGENT ARE MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PURCHASED ASSETS, THE PROPERTIES, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTIES, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTIES OR ANY OTHER MATTER WHATSOEVER. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT THE DEBTORS, FOR 1031 AND THE COLLATERAL AGENT MAKE NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS OR THE PROPERTIES FOR A PARTICULAR PURPOSE OR ANY PURPOSE. BUYER ACKNOWLEDGES AND AGREES: (A) THAT THEY ARE A SOPHISTICATED REAL ESTATE BUYER; (B) THEY HAVE HAD THE OPPORTUNITY TO CONDUCT WHATEVER DUE DILIGENCE THEY HAVE DEEMED NECESSARY WITH RESPECT TO THE PURCHASED ASSETS AND THE PROPERTIES; (C) THEY ARE NOT RELYING UPON ANY STATEMENT,

INFORMATION, REPRESENTATION OR WARRANTY BY THE DEBTORS OR FOR 1031 OR THE OWNERS IN PURCHASING THE PURCHASED ASSETS EXCEPT AS EXPRESSLY SET FORTH IN SCHEDULE 4 AND SCHEDULE 4.1 OF THIS AGREEMENT; AND (D) THAT THE DEBTOR AND FOR 1031 WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR THE INCLUSION OF THE PROVISIONS OF THIS SECTION. THE PROVISIONS OF THIS SECTION 3(C) SHALL SURVIVE CLOSING.

4. REPRESENTATIONS AND WARRANTIES OF THE DEBTORS. In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Debtors represents and warrants to Buyer as follows:

(a) Authority. Subject to the entry of a Sale Order of the Bankruptcy Court approving the transactions contemplated by this Agreement as such transaction pertains to a Debtor, Debtors has the full power and authority to enter into and perform this Agreement, to own, operate and lease its properties and assets, to carry on its business as it is now being conducted, and to execute, deliver and perform its obligations under this Agreement and consummate the transactions contemplated hereby.

(b) Validity. Subject to the entry of a Sale Order of the Bankruptcy Court approving the transactions contemplated by this Agreement as such transaction pertains to a Debtor, the execution, delivery and performance by Debtors of this Agreement and each of the other agreements to be executed in connection with the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary corporate action of Debtors and this Agreement has been duly executed and delivered by Debtors and constitutes a valid and binding obligation of the Debtors enforceable against Debtors in accordance with its terms.

(c) Free and Clear Sale. Pursuant to section 363(f) of the Bankruptcy Code, the Purchased Assets, except the DBSI Equity Interests, shall be sold and transferred free and clear of all liens, claims, interests and encumbrances, excluding, however, the liens, claims, interests and encumbrances (collectively, "Liens") of the TIC Lenders, if any. The DBSI Equity Interests may be sold subject to any and all Liens.

(d) Executory Contracts and Subleases. Exhibits A and B to the Notice of Possible (I) Assumption and Assignment of the PMB Assets and (II) Proposed Cure Amounts filed in the Bankruptcy Case [Docket No. 1135] on January 13, 2009, as updated by the Debtors, contain a list of known Subleases and Executory Contracts related to the Properties. It is expressly understood by Debtors that Buyer shall be under no obligation to cure any monetary or non-monetary defaults and that the TIC Owners will be solely responsible for the payment of any cure amounts related to Leases, Subleases and Executory Contracts that are assumed and assigned.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to, and agrees with, Debtors as follows:

(a) Organization. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. The Buyer has the full power and authority to enter into and perform this Agreement, to carry on its business as it is now being conducted, and to execute, deliver and perform its obligations under this Agreement and consummate the transactions contemplated hereby.

(b) Binding Obligation.

(i) The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary corporate action of Buyer. This Agreement will be duly executed and delivered by Buyer on the Closing Date and will constitute a valid and binding obligation of the Buyer enforceable against it in accordance with its terms.

(ii) Neither the execution and delivery by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by the Buyer with any of the provisions hereof, will (1) conflict with or result in a breach of any provision of Buyer's charter documents, (2) to Buyer's best knowledge, result in the breach of, or conflict with, any of the terms and conditions of, or constitute a default (with or without the giving of notice or the lapse of time or both) with respect to, or result in the cancellation or termination of, or the acceleration of the performance of any obligations or of any indebtedness under any contract, agreement, lease, commitment, indenture, mortgage, note, bond, license or other instrument or obligation to which Buyer is a party or by which its assets may be bound or affected, and (3) violate any law or any rule or regulation of any administrative agency or Governmental Entity, or any order, writ, injunction or decree of any court, administrative agency or Governmental Entity to which Buyer may be subject.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other Governmental Entity or instrumentality, domestic or foreign, is required by or with respect to Buyer in connection with its execution, delivery or performance of this Agreement.

(c) Corporate Structure. The members of the Buyer, and the members, partners, shareholders of such members of the Buyer, are listed on Schedule 8.

6. JURISDICTION, VENUE, SERVICE. This Agreement shall not be effective until approved by the Sale Order of the Bankruptcy Court.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, OR ANY AGREEMENT ENTERED INTO IN CONNECTION HEREWITH, SHALL BE BROUGHT IN THE BANKRUPTCY COURT, AND IF SUCH BANKRUPTCY COURT JURISDICTION IS NOT THEN AVAILABLE, THEN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE. BUYER AND THE DEBTOR, FOR 1031 AND THE COLLATERAL AGENT HEREBY ACCEPT FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE

JURISDICTION OF THE AFORESAID COURTS, AND CONSENT TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SAID PARTIES AT THE ADDRESS FOR NOTICES PURSUANT TO SECTION 7(d) HEREOF. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. **MISCELLANEOUS.**

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns, including, without limitation, in the case of the Debtor, FOR 1031 and the Collateral Agent, any successor trust, agent, or other representative duly vested with the authority to receive and pursue the rights of the Debtor, FOR 1031 and/or the Collateral Agent hereunder and under any agreement entered into in connection with this Agreement.

(b) Governing Law. To the extent permitted by applicable law, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule thereof.

(c) Captions. Paragraph headings throughout this Agreement are solely for the convenience of the parties and are intended to have no legal meaning in and of themselves. Where the context requires, the masculine, feminine and neuter genders may be substituted for one another, as may be singular for the plural number, and vice versa.

(d) Notices, Consents, etc. Any notices, consents or other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly served if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the parties at the addresses as set forth below or at such other addresses as may be furnished in writing.

(i) If to Buyer:

TIC Properties Management, LLC.
101 North Main Street, 12th Floor
Greenville, SC 29601
Attention: John W. Boyd

with copies to (which shall not constitute notice):

TIC Properties Management, LLC.
101 North Main Street, 12th Floor
Greenville, SC 29601
Attention: Shonna Felkel, Esq.

(ii) If to Debtors, FOR 1031 and the Collateral Agent:

DBSI, Inc.
12426 W. Explorer Drive, Suite 220
Boise, ID 83713
Attention: Tim Boates

with copies to (which shall not constitute notice):

Young Conaway Stargatt Taylor, LLP
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, Delaware 19899
Attention: Michael R. Nestor, Esq.;
Joseph M. Barry, Esq.

(iii) If to the Committee:

c/o TIC Investments
3500 Flamingo Drive
Miami Beach, FL 33140
Attention: Larry Abrams

- and -

c/o 388 Midwood Executive Dr., LLC
3500 Flamingo Drive
Miami Beach, FL 33140
Attention: Michel Kanoff
with copies to (which shall not constitute notice):

Greenberg Traurig, LLP
The Nemours Building
1007 North Orange Street, Suite 1200
Wilmington, DE 19801
Attention: Donald J. Detweiler, Esq.;
Sandra M. Selzer, Esq.

- and -

Greenberg Traurig, LLP
2450 Colorado Avenue
Suite 400 East
Santa Monica, CA 90404
Attention: Michael H. Goldstein, Esq.;
Nathan A. Schultz, Esq.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

(f) Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

(g) Public Announcements; Confidentiality. Each of the parties hereto agrees that both prior and subsequent to Closing they will maintain the confidentiality of all such

Confidential Information, and only disclose Confidential Information to their duly authorized officers, directors, representatives and agents. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, they will return (or destroy) all Confidential Information to the other party to this Agreement, except to the extent one copy is required to be retained by rule, regulation, or policy governing document retention. Each of the parties hereto recognizes that any breach of this Section would result in irreparable harm to the other parties to this Agreement and their Affiliates and that therefore either Debtors or Buyer shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash or otherwise, in addition to all of their other legal and equitable remedies. Nothing in this Section, however, shall prohibit the use of such Confidential Information, in connection with governmental filings as are (i) required by law or governmental regulations or (ii) in the mutual agreement of Buyer and Debtors otherwise appropriate. This Section shall not prohibit the disclosure by Buyer or Debtors of any Confidential Information that is required to be filed with Governmental Entities by Debtors or Buyer under applicable securities laws, rules and regulations. Notwithstanding anything to the contrary herein, this Agreement shall be filed with the Bankruptcy Court, and the Buyer and the Debtors shall be entitled to make such disclosures as are necessary to obtain approval of this Agreement by the Bankruptcy Court, or as may be required by the Bankruptcy Court. This Agreement supersedes any other confidentiality agreement between the parties with respect to the Managed Properties and/or the Debtors, including without limitation the Confidentiality Agreement dated December 14, 2008 signed by Buyer in favor of DBSI, Inc., its affiliates and subsidiaries. **Nothing in this Section shall be construed or is intended to prohibit the Buyer from using information that is not Confidential Information as Buyer deems such use is reasonably necessary to realize the full value of the Purchased Assets, including without limitation obtaining and servicing Management Agreements for any of the Properties and maximizing the value of the DBSI Interests.**

(h) Further Assurances. Debtors and Buyer shall use their commercially reasonable efforts to: (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement; and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to obligations to consummate the transactions contemplated by this Agreement.

(i) Time. Time is of the essence in the performance of each party's obligations under this Agreement.

(j) Automatic Rejection. If Buyer fails to direct the Debtors to assume and assign or reject any Leases, Subleases or Executory Contracts related to the Properties included in the Sale Process on or before the expiration of the Exclusive Rights Period, or the Extended Exclusive Rights Period, as applicable, such Leases, Subleases or Executory Contracts shall be deemed automatically rejected as of January 30, 2009, or February 27, 2009, respectively.

(k) No Partnership. Nothing contained in this Agreement shall be deemed to create an equity investment on the part of the Debtors, FOR 1031, the Owners, and/or the

Collateral Agent , or joint venture or partnership between Buyer and the Debtors, FOR 1031, the Owners, and/or the Collateral Agent, it being the intent of the parties hereto that only the relationship of contractual counterparties shall exist with respect to the matters contemplated hereby.

(l) No Third Party Beneficiaries. Except for the Debtors, FOR 1031, the Collateral Agent (and their affiliates, heirs, successors and assigns) and the Buyer, no party shall be a third party beneficiary of this Agreement.

8. **ITEMS TO BE DELIVERED TO BUYER BY DEBTORS**. At any time on or after February 5, 2009 and expiring on August 5, 2009, within five (5) business day of written notice by Buyer and to the extent not previously provided, Debtors shall deliver or cause to be delivered to Buyer the following:

(a) The Books and Records;

(b) Evidence in a form reasonably satisfactory to Buyer of Debtors' compliance with Buyer's direction regarding assumption and assignment or rejection of the Subleases and Executory Contracts; provided, however, the entry of an order approving an assumption and assignment or rejection shall be deemed to satisfy this paragraph;

(c) Access to and a copy of the Software as described more particularly in the definition of Purchased Assets in Section 1 hereof; and

(d) All Security Deposits related to the Managed Properties that are in segregated accounts and in the control of the Debtors in respect of Subleases assumed and assigned in accordance with this Agreement

9. **ITEMS TO BE DELIVERED BY BUYER TO DEBTORS**. On or before the Closing Date, Buyer shall deliver to Debtor certified copies of resolutions of the Board of Directors of Buyer with respect to the approval of this Agreement and the transactions contemplated hereby.

10. **CONDITIONS TO CLOSING**. The respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

(a) The entry of the Sale Order on or prior to February 5, 2009;

(b) No Governmental Entity shall have issued any order, decree or ruling, and there shall not be any statute, rule or regulation, restraining, enjoining or prohibiting the consummation of the transactions contemplated by this Agreement;

(c) No action, suit or proceeding (including any proceeding over which the Bankruptcy Court has jurisdiction under 28 U.S.C. § 157(b) and (c)) brought by any

Governmental Entity shall be pending, to enjoin, restrain or prohibit the transactions contemplated by this Agreement, or that would be reasonably likely to prevent or make illegal the consummation of the transactions contemplated by this Agreement; and

(d) This Agreement has not been terminated in accordance with Section 12 hereof.

11. **OBLIGATIONS OF DEBTORS.** The obligations of Buyer to effect the Closing is expressly subject to the satisfaction of the following conditions unless waived by Buyer in writing:

(a) The representations and warranties of Debtors set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of and through the Closing;

(b) As of the Closing, Debtors shall have performed all obligations required to be performed by Debtors under this Agreement, and all proceedings to be taken by Debtors in connection with the transactions contemplated hereby and all documents incident thereto shall be reasonably satisfactory in form and substance to Buyer and its counsel;

(c) Neither Buyer nor the Debtors shall be required to pay any amounts or provide compensation for any defaults or cures under any of the Leases, Subleases, Executory Contracts, or other indebtedness related to the Properties;

(d) Prior approval by Buyer and Buyer's counsel has been given for any document or item requiring Buyer's signature.

12. **TERMINATION, AMENDMENT AND WAIVER.**

(a) **Termination.** This Agreement may be terminated at any time prior to the expiration of the Exclusive Rights Period by mutual consent of Buyer and Debtors.

(b) **Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, Debtor, FOR 1031, and Buyer have each executed this Agreement under seal by its respective officers the day and year first above written.

**DBSI, Inc. for Itself And All Affiliated
Debtors in Possession Identified on
Schedule 1 Attached Hereto, a**

By: _____ (SEAL)
Name: Douglas L. Swenson
Title President

**FOR 1031, , LLC, for itself and as
Collateral Agent:**

By: _____ (SEAL)
Name: Douglas L. Swenson
Title Manager

BUYER:

TIC Properties Management, LLC, a
Virginia limited liability Company

By: _____ (SEAL)
Name:
Title:

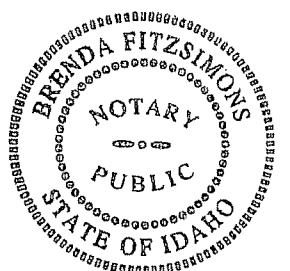
ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
COUNTY OF)

ACKNOWLEDGMENT

On March 5, 2009, before me, a Notary Public in and for said State, personally appeared Douglas L. Swenson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Debtors, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as such President, and that by his/her signature on the within instrument he/she executed the instrument on behalf of such limited liability company as the act and deed of such limited liability company.

Brenda Fitzsimons
Notary Public
My commission expires: 2-18-15



IN WITNESS WHEREOF, Debtor, FOR 1031, and Buyer have each executed this Agreement under seal by its respective officers the day and year first above written.

**DBSI, Inc. for Itself And All Affiliated
Debtors in Possession Identified on
Schedule 1 Attached Hereto, a**

_____;

By: _____ (SEAL)
Name:
Title

**FOR 1031, , LLC, for itself and as
Collateral Agent:**

By: _____ (SEAL)
Name:
Title

BUYER:

TIC Properties Management, LLC, a
Virginia limited liability Company

By: _____ (SEAL)
Name: John W. Bay
Title: CEO

STATE OF SC)
) ss.
County of Greenville

ACKNOWLEDGMENT

On February 27, 2009, before me, a Notary Public in and for said State, personally appeared John W. Boyd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the CEO of the Buyer whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as such CEO, and that by his/her signature on the within instrument he/she executed the instrument on behalf of such limited liability company as the act and deed of such limited liability company.

Notary Public

My commission expires: Nov 27, 2016

Donna M. Garris

Donna M. Garris

SCHEDULES

- Schedule 1: Debtors
- Schedule 2: Properties
- Schedule 3: Auction Properties
- Schedule 4: DBSI Equity Interests
- Schedule 5: Transfer Document For DBSI Equity Interests
- Schedule 6: Security Agreement/UCC
- Schedule 7: Guaranty
- Schedule 8: Ownership of Buyer
- Schedule 9: Property and Asset Management Agreement
- Schedule 10: Allocation of Equity Purchase Price and Equity Disposition Fee

Schedule 1

DEBTORS (Other names, if any, used in the last 8 years)	ADDRESS	CASE NO.	EIN	PETITION DATE
One-Executive Tower LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12666	82-0355037*	11/6/2008
DBSI Inc.	1550 S. Tech Lane Meridian, ID 83642	08-12687	82-0355037	11/10/2008
DBSI South 75 Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12688	20-2704298	11/10/2008
DBSI 14001 Weston Parkway LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12689	20-2256264	11/10/2008
DBSI CP Ironwood LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12690	82-0355037*	11/10/2008
DBSI Lake Ellenor LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12691	82-0355037*	11/10/2008
DBSI 12 South Place LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12692	82-0355037*	11/10/2008
DBSI 13000 Weston Parkway LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12693	20-2256231	11/10/2008
DBSI 2001A Funding Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12694	82-0355037*	11/10/2008
DBSI 2001B Funding Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12695	82-0355037*	11/10/2008
DBSI 2001C Funding Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12696	82-0355037*	11/10/2008
DBSI 2005 Secured Notes Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12697	20-3223353	11/10/2008
DBSI 2006 Secured Notes Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12698	20-5544489	11/10/2008
DBSI 2008 Notes Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12699	26-1649963	11/10/2008
DBSI 2nd Street Quad LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12700	82-0355037*	11/10/2008
DBSI 700 Locust LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12701	82-0355037*	11/10/2008
DBSI Abbotts Bridge LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12702	82-0355037*	11/10/2008
DBSI Allison Pointe LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12703	82-0355037*	11/10/2008
DBSI Amarillo Apartments LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12704	20-2019186	11/10/2008
DBSI Anna Plaza LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12705	82-0355037*	11/10/2008
DBSI Arlington Town Square LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12706	82-0355037*	11/10/2008
DBSI Arrowhead LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12707	82-0355037*	11/10/2008
DBSI Avenues North Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12708	82-0355037*	11/10/2008
DBSI Bandera Trails LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12709	82-0355037*	11/10/2008
DBSI Battlefield Station LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12710	82-0355037*	11/10/2008
DBSI Belton Town Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12711	82-0355037*	11/10/2008
DBSI Breckinridge LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12712	82-0355037*	11/10/2008
DBSI Brendan Way LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12713	82-0355037*	11/10/2008
DBSI Brookfield Pelham LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12714	82-0355037*	11/10/2008

DEBTORS (Other names, if any, used in the last 8 years)	ADDRESS	CASE NO.	EIN	PETITION DATE
DBSI Cambridge Place LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12715	82-0355037*	11/10/2008
DBSI Carolina Commons LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12716	82-0355037*	11/10/2008
DBSI Cedar East and Cypress LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12717	20-2187873	11/10/2008
DBSI Clear Creek Square LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12718	20-2377296	11/10/2008
DBSI Corporate Woods LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12719	20-2033818	11/10/2008
DBSI CP Clearwater LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12720	82-0355037*	11/10/2008
DBSI Cranberry LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12721	82-0355037*	11/10/2008
DBSI Cross Pointe LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12722	82-0355037*	11/10/2008
DBSI Crosstown Woods LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12723	20-2505092	11/10/2008
DBSI Daniel Burnham LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12724	20-2070664	11/10/2008
DBSI Decatur LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12725	20-2070700	11/10/2008
DBSI Eagles Landing LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12726	20-2741896	11/10/2008
DBSI Embassy Tower LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12727	82-0355037*	11/10/2008
DBSI Executive Dr LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12728	82-0355037*	11/10/2008
DBSI Executive Park LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12729	20-2261886	11/10/2008
DBSI Fairlane Green LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12730	82-0355037*	11/10/2008
DBSI Fairway LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12731	82-0355037*	11/10/2008
DBSI Florissant Market Place LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12732	82-0355037*	11/10/2008
DBSI Gadd Crossing LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12733	82-0355037*	11/10/2008
DBSI Ghent Road LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12734	82-0355037*	11/10/2008
DBSI Grant Street Portfolio LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12735	82-0355037*	11/10/2008
DBSI Green Street Commons LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12736	82-0355037*	11/10/2008
DBSI Guaranteed Capital Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12737	82-0355037*	11/10/2008
DBSI Hampton LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12738	82-0355037*	11/10/2008
DBSI Hickory Plaza LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12739	82-0355037*	11/10/2008
DBSI Highlands & Southcreek LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12740	82-0355037*	11/10/2008
DBSI Houston Levee Galleria LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12741	82-0355037*	11/10/2008
DBSI Kemper Pointe LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12742	82-0355037*	11/10/2008
DBSI Kenwood Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12743	20-2505066	11/10/2008

DEBTORS (Other names, if any, used in the last 8 years)	ADDRESS	CASE NO.	EIN	PETITION DATE
DBSI Keystone Commerce LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12744	82-0355037*	11/10/2008
DBSI Lake Natoma LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12745	82-0355037*	11/10/2008
DBSI Lamar LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12746	82-0355037*	11/10/2008
DBSI Landmark Towers Leaseco LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12747	82-0355037*	11/10/2008
DBSI Lifestyle Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12748	82-0355037*	11/10/2008
DBSI Lincoln Park 10 LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12749	82-0355037*	11/10/2008
DBSI Mansell Forest LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12750	82-0355037*	11/10/2008
DBSI Mansell Place LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12751	82-0355037*	11/10/2008
DBSI Master Leaseco, Inc.	1550 S. Tech Lane Meridian, ID 83642	08-12752	20-2070548	11/10/2008
DBSI Meadow Chase Apartments LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12753	82-0355037*	11/10/2008
DBSI Megan Crossings LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12754	82-0355037*	11/10/2008
DBSI Metropolitan Square LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12755	82-0355037*	11/10/2008
DBSI Missouri LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12756	20-2256200	11/10/2008
DBSI Network LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12757	20-2070356	11/10/2008
DBSI North Logan Retail Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12758	82-0355037*	11/10/2008
DBSI North Park LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12759	20-1979200	11/10/2008
DBSI North Stafford LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12760	82-0355037*	11/10/2008
DBSI Northlite Commons II LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12761	82-0355037*	11/10/2008
DBSI Northpark Ridgeland LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12762	82-0355037*	11/10/2008
DBSI Northridge LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12763	20-2185392	11/10/2008
DBSI Oakwood Plaza LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12764	82-0355037*	11/10/2008
DBSI Old National Town Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12765	82-0355037*	11/10/2008
DBSI One Executive Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12766	82-0355037*	11/10/2008
DBSI One Hanover LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12767	20-1444404	11/10/2008
DBSI Park Creek-Gainesville LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12768	82-0355037*	11/10/2008
DBSI Parkway III LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12769	82-0355037*	11/10/2008
DBSI Peachtree Corners Pavilion LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12770	82-0355037*	11/10/2008
DBSI Phoenix Peak LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12771	82-0355037*	11/10/2008
DBSI Pinehurst Square East LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12772	82-0355037*	11/10/2008

DEBTORS (Other names, if any, used in the last 8 years)	ADDRESS	CASE NO.	EIN	PETITION DATE
DBSI Pinehurst Square West LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12773	82-0355037*	11/10/2008
DBSI Plano Tech Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12774	20-2376346	11/10/2008
DBSI Portofino Tech Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12775	82-0355037*	11/10/2008
DBSI Properties Inc.	1550 S. Tech Lane Meridian, ID 83642	08-12776	20-3349713	11/10/2008
DBSI Real Estate Funding Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12777	82-0355037*	11/10/2008
DBSI Realty Inc.	1550 S. Tech Lane Meridian, ID 83642	08-12778	82-0372831	11/10/2008
DBSI Road 68 Retail Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12779	82-0355037*	11/10/2008
DBSI Sapphire Pointe LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12781	82-0355037*	11/10/2008
DBSI Securities Corporation	1550 S. Tech Lane Meridian, ID 83642	08-12782	82-0350370	11/10/2008
DBSI Sherwood Plaza LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12783	82-0355037*	11/10/2008
DBSI Shoppes at Misty Meadows LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12784	82-0355037*	11/10/2008
DBSI Shoppes at Trammel LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12785	82-0355037*	11/10/2008
DBSI Signature Place LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12786	82-0355037*	11/10/2008
DBSI Silver Lakes Leaseco LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12787	82-0355037*	11/10/2008
DBSI Southport Pavilion LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12788	82-0355037*	11/10/2008
DBSI Spalding Triangle LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12789	82-0355037*	11/10/2008
DBSI Spring Valley Road LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12790	20-2610702	11/10/2008
DBSI Springville Corner Leaseco LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12791	82-0355037*	11/10/2008
DBSI ST Tower LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12792	82-0355037*	11/10/2008
DBSI St. Andrews Place LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12793	82-0355037*	11/10/2008
DBSI Stone Glen Village LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12794	82-0355037*	11/10/2008
DBSI Stony Brook South LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12795	82-0355037*	11/10/2008
DBSI Streetside at Towne Lake LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12796	82-0355037*	11/10/2008
DBSI Topsham Fair Mall LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12797	82-0355037*	11/10/2008
DBSI Torrey Chase LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12798	82-0355037*	11/10/2008
DBSI Treasure Valley Business Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12799	82-0355037*	11/10/2008
DBSI Trinity Ridge Business Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12800	82-0355037*	11/10/2008
DBSI University Park LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12801	82-0355037*	11/10/2008
DBSI Vantage Drive LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12802	20-1255705	11/10/2008

DEBTORS <i>(Other names, if any, used in the last 8 years)</i>	ADDRESS	CASE NO.	EIN	PETITION DATE
DBSI Watkins LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12803	20-2070263	11/10/2008
DBSI West Oaks Square LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12804	82-0355037*	11/10/2008
DBSI Wilson Estates LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12805	82-0355037*	11/10/2008
DBSI Winchester Office LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12806	82-0355037*	11/10/2008
DBSI Windcom Court LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12807	82-0355037*	11/10/2008
DBSI Wisdom Pointe LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12808	82-0355037*	11/10/2008
DBSI Woodlands Medical Office I LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12809	82-0355037*	11/10/2008
DBSI Woodside Center LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12810	82-0355037*	11/10/2008
DCJ Inc.	1550 S. Tech Lane Meridian, ID 83642	08-12811	82-0351881	11/10/2008
DBSI Draper LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12812	82-0355037*	11/10/2008
FOR 1031 LLC	1550 S. Tech Lane Meridian, ID 83642	08-12813	20-0184991	11/10/2008
Spectrus Real Estate Inc.	1550 S. Tech Lane Meridian, ID 83642	08-12814	82-0355037*	11/10/2008
DBSI Academy Park Loop LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12815	82-0355037*	11/10/2008
DBSI Copperfield Timbercreek LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12816	82-0355037*	11/10/2008
DBSI Corporate Center II LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12817	82-0355037*	11/10/2008
DBSI Executive Plaza LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12818	82-0355037*	11/10/2008
DBSI Northgate LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12819	82-0355037*	11/10/2008
DBSI Two Notch Rd. LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12820	20-2741869	11/10/2008
DBSI Asset Management LLC	1550 S. Tech Lane Meridian, ID 83642	08-12821	82-0355037*	11/10/2008
DBSI 2006 Land Opportunity Fund LLC	1550 S. Tech Lane Meridian, ID 83642	08-12822	20-5347758*	11/10/2008
DBSI Shoppes at Trammel LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12823	82-0355037*	11/10/2008
DBSI 2007 Land Improvement & Development Fund LLC	1550 S. Tech Lane Meridian, ID 83642	08-12824	20-5432982	11/10/2008
DBSI 2008 Land Option Fund LLC	1550 S. Tech Lane Meridian, ID 83642	08-12825	20-5390673	11/10/2008
DBSI Alma/121 Office Commons LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12826	20-5347758*	11/10/2008
DBSI Cottonwood Plaza Development LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12827	20-5347758*	11/10/2008
DBSI Draper Technology 21 LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12828	20-4679604*	11/10/2008
DBSI Escala LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12829	82-0355037*	11/10/2008
DBSI Short-Term Development Fund LLC	1550 S. Tech Lane Meridian, ID 83642	08-12830	82-0355037*	11/10/2008
DBSI Telecom Office LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	08-12831	73-1676718	11/10/2008

DEBTORS (Other names, if any, used in the last 8 years)	ADDRESS	CASE NO.	EIN	PETITION DATE
DBSI Discovery Real Estate Services LLC (DDRS and DBSI)	1550 S. Tech Lane Meridian, ID 83642	08-12834	20-2411648	11/10/2008
DBSI/Western Technologies LLC	1550 S. Tech Lane Meridian, ID 83642	08-13307	82-0528045	12/12/2008
Belton Town Center Acquisition LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10034	82-0355037*	1/6/2009
DBSI Broadway Plaza LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10035	82-0355037*	1/6/2009
DBSI Collins Offices LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10036	20-1173249	1/6/2009
DBSI Development Services LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10037	20-2426512	1/6/2009
DBSI Flowood Plaza LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10038	20-4521955	1/6/2009
DBSI Land Development LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10039	20-2426512*	1/6/2009
DBSI Lexington LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10040	20-4574150*	1/6/2009
DBSI Meridian I84 LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10041	20-4679604*	1/6/2009
DBSI One Hernando Center North LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10042	20-4679604*	1/6/2009
DBSI Republic LeaseCo LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10043	20-1799106	1/6/2009
South Cavanaugh LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10044	20-8694725*	1/6/2009
DBSI 121/Alma Land L.P.	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10045	20-4788821	1/6/2009
DBSI 121/Alma LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10046	20-2426512*	1/6/2009
FOR 1031 Broadway Plaza LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10080	20-0184991*	1/9/2009
Florissant Market Place Acquisition LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10081	82-0355037*	1/9/2009
FOR 1031 Brookhollow One LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10262	20-0184991*	1/26/2009
DBSI Brookhollow One LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10263	20-1113655	1/26/2009
DBSI Lone Peak Parkway LLC	12426 W. Explorer Drive, Suite 220 Boise, ID 83713	09-10264	20-5347758*	1/26/2009
DBSI Lansdowne I LP	5207 McKinney Ave, Suite 12 Dallas, TX 75205	09-10276	20-3761802	1/28/2009

*The EIN listed on the voluntary petition for certain Debtors is the EIN for the entity that is responsible for that Debtor's taxable income. As certain Debtors are disregarded entities for tax purposes, those Debtors do not maintain their own EIN.

Schedule 2

The Properties

Properties	Street Address	City	State	Zip
12 South	1515 Highway 12 South	Ashland City	TN	37015
1301 East Collins	1301 E. Collins	Richardson	TX	75081
1881 Valley View	1881 Valley View Lane	Farmers Branch	TX	75234
400 & 440 Executive Drive	400 & 440 Executive Drive	Brookfield	WI	53005
48 Perimeter	48 Perimeter Center East	Atlanta	GA	30346
700 Locust	700 Locust Street	Des Moines	IA	50309
7275 W. 105th	7275 W. 105th	Overland Park	KS	66212
Abbotts Bridge	10700 Abbotts Bridge Road	Duluth	GA	30097
Academy Spectrum	2004-2070 N. Academy Blvd	Colorado Springs	CO	80909
ACI Omaha	330 S. 108th Avenue	Omaha	NE	68154
Allison Pointe Office Portfolio	8440 Allison Pointe Blvd and 8275 & 8335 Allison Pointe Trail	Indianapolis	IN	46250
Amarillo Apartments	4600 & 4711 South Virginia Street	Amarillo	TX	79109
Anna Plaza	13201 Ranch Road	Austin	TX	78759
Appleton	1100 Blake Street	Edwardsville	KS	66111
Arlington Town Square	69 S. Evergreen Ave., 5 S. Arlington Heights Road and 17 S. Dunton Ave.	Arlington Heights	IL	60005
Arrowhead	1695 and 1705-1750 Indian Wood Circle	Maumee	OH	43537
Atlantic Blvd	9365 Atlantic Blvd	Jacksonville	FL	32225
Avenues North Center	9357 and 9365 Phillips Highway	Jacksonville	FL	32256
Bandera Trails Shopping Center	11820 Bandera Road	San Antonio	TX	78023
Battlefield Station (aka Sentry Station)	2535-2645 Battlefield Parkway	Fort Oglethorpe	GA	30742
Baymeadows	8226 Phillips Highway	Jacksonville	FL	32256
Beacon Point Service Center	7700-7740 Service Center Drive	West Chester	OH	45069
Blue Cross (aka Wellesley)	2400 Wellesley Drive	Albuquerque	NM	87107
Breckinridge Exchange	3005, 3025, 3055 & 3075 Breckinridge Blvd.	Duluth	GA	30096
Brookfield/Pelham	400 Brookfield Parkway and 7001, 7003, 7005 Pelham Road	Greenville	SC	29607 and 29615
Brookhill Towne Center III (88th Ave)	6735-3795 West 88th Avenue	Westminster	CO	80031
Brookhollow One	2121 Avenue J	Arlington	TX	76006
Call Ctr - Post Falls	784 S. Clearwater Loop	Post Falls	ID	83854
Cambridge Place	711 Boston Drive	Kokomo	IN	46902
Capital One (Kimball)	456 N. Kimball Place	Boise	ID	83704
Carolina Commons	9869 Ocean Highway West	Calabash	NC	28467
Centre Plaza	45 NE Loop 410	San Antonio	TX	78216
Clear Creek Square	600 12th St.	Golden	CO	80401
Colonnade at West Lake Houston	18411, 18445, 18455 and 18477 W. Lake Houston Parkway	Humble	TX	77346
Parkway				
Cornerstone Crossing	1300 N. Central Expressway	Allen	TX	76006
Corporate Center I	2225 Avenue J	Arlington	TX	76006
Corporate Center III	2233 Avenue J	Arlington	TX	76006
Corporate Two	2229 Avenue J	Arlington	TX	76006
Corporate Woods	5029 & 5041 Corporate Woods Drive	Virginia Beach	VA	23462
Cross Rds	3515 West FM 120	Denison	TX	75020
Crosstown Woods	10125 Crosstown circle	Eden Prairie	MN	55344
Dorado Plaza	8850 W. Emerald Street	Boise	ID	83704
Eagle Ridge Apartments	530 Elderidge Street	Lawrence	KS	66049
Eagles Landing	900-970 Eagle's Landing Parkway	McDonough	GA	30281
East 21st Street (a.k.a. Wilson Est. 2)	8310, 8415 and 8521 E. 21st Street	Wichita	KS	67206
Embassy Tower	9300 Underwood Avenue	Omaha	NE	68114
Emerald Tech C & D	10215 and 10295 W. Emerald St.	Boise	ID	83704
Executive Plaza	6455 East Commerce Avenue	Kansas City	MO	64120
Executive Tower	10909 Mill Valley Road	Omaha	NE	68154
Fairway Center	14220-14242 Interurban Ave. S.	Tukwila	WA	98168
Farrow	8911 Farrow Road	Columbia	SC	29203
Financial Plaza (aka Executive Park)	9050 Executive Park Drive	Knoxville	TN	37923

Fireman's Fund Building	2490 West Shaw Avenue	Fresno	CA	93711
Fresno Forms	2624-2628 S. Cherry Avenue	Fresno	CA	93706
Friar's Branch Crossing	6020 Shallowford Road	Chattanooga	TN	37421
Gadd Crossing	5510 Highway 153	Chattanooga	TN	37343
Genesis	12301 W. Explorer Dr.	Boise	ID	83713
Ghent Rd	175 Ghent Road	Fairlawn	OH	44333
Gladstone	2900 NE 60th Street	Gladstone	MO	64119
Goshen Village	4542 Elkhart Road	Elkhart	IN	46517
Green Street Commons I and II	1147 & 1317 Second Street South	Waite Park	MN	56387
Haverford Place Apartments	101 Haverford Path	Georgetown	KY	40324
Heritage Park II	6666 E. 75th Street	Indianapolis	IN	46250
Hickory Plaza	3622 Edison Road	South Bend	IN	46615
Highlander	701 W. Highlander Blvd.	Arlington	TX	76015
Houston Levee Galleria	3660, 3670, & 3680 Houston Levee Road	Collierville	TN	38017
Indian Canyon	S. 1306 Westcliff Place	Spokane	WA	99224
Intech 11(Network)	6625 Network Way	Indianapolis	IN	46278
Ironwood (Center Partners)	1201 Ironwood Drive	Coeur d'Alene	ID	83814
Kenwood	17733-17823 Kenwood Trail	Lakeville	MN	55044
Keystone Commerce Center	410 Keystone Drive	Warrendale	PA	15086
Lake Natoma	1900, 1920, 1940 and 1960 Alabama Ave.	Rancho Cordova	CA	95742
Lakes at Bent Tree	17400 North Dallas Parkway	Dallas	TX	75287
Lamar (Arbors of Brookhollow)	2201 E. Lamar Boulevard	Arlington	TX	76006
Lifestyle Center	45835-45883 and 45905-45983 Hayes Road	Shelby Township	MI	48315
Lindbergh (Decatur)	5101 Decatur Boulevard	Indianapolis	IN	46241
Mansell Forest	4555 Mansell Road	Alpharetta	GA	30022
Mansell Place	1605 Mansell Road	Alpharetta	GA	30004
Mansell Plaza	7855 North Pointe Parkway	Alpharetta	GA	30022
McCormick (Daniel Burnham)	6525 Daniel Burnham Drive	Portage	IN	46368
Meadow Chase Apartments	5234 Boulder Drive	West Des Moines	IA	50265
Megan Crossings	200 Megan Avenue	O'Fallon	MO	63366
Mercy Medical Center	1750 48th Street	Des Moines	IA	50310
Metro Annex 07	1152 - 1193 West 2400 South	West Valley City	UT	84119
Metro Annex 08	1152 - 1193 West 2400 South	West Valley City	UT	84119
Metro Annex 09	1152 - 1193 West 2400 South	West Valley City	UT	84119
Metro Annex 10	1152 - 1193 West 2400 South	West Valley City	UT	84119
Metro Annex 12	1441 West 2400 South	West Valley City	UT	84119
Metro Annex 13	2440 South 1070 West	West Valley City	UT	84119
Metro Annex 15	2431 South 1070 West	West Valley City	UT	84119
Metro Annex 16	2401 South 1070 West	West Valley City	UT	84119
Metropolitan Square	300, 310, 1518 Market St., 656 Pearson St., 660 Metropolitan Way and 1453 Marion St.	Des Plaines	IL	60016
Missouri Falls	645 E. Missouri Boulevard	Phoenix	AZ	85012
Morningside Forest	3875 Mansell Road	Alpharetta	GA	30022
Motorcoach	9787 Clifford Drive	Dallas	TX	75225
Network - Intech	6625 Network Way	Indianapolis	IN	46278
North Logan	151 East 1600 north Street	North Logan	UT	84341
North Park Office Portfolio 1 (Grant Street Port)	1108 Grant Street (Bldg 1), 2301 117th Avenue (Bldg 2)	Omaha	NE	68164
North Park Office Portfolio 2	2121 and 2525 North 117th Avenue	Omaha	NE	68164
North Park Office Portfolio 3	11819 Miami Street & 2533 North 117th Avenue	Omaha	NE	68164
Northgate	6906-7158 State Street	Boise	ID	83714
Northpark Ridgeland	1025 Northpark Drive	Ridgeland	MS	39157
Northridge	365 & 375 Northridge Road	Atlanta	GA	30350
Nuvell Building	3301 West Airport Freeway	Bedford	TX	76021
Oakwood Plaza	1837 Homer Adams Parkway	Alton	IL	62002
Offices at Brookhollow	1701 E. Lamar Boulevard	Arlington	TX	76006
Old National Town Center	6175 Old National Highway	Atlanta	GA	30349
Olympic Gateway	1165 E. Wishkah Street	Aberdeen	WA	98520
One Executive Center	8500 Menaul Boulevard NE	Albuquerque	NM	87112
One Hanover	16633 Dallas Parkway	Addison	TX	75001
Overland Park	8300 College Boulevard	Overland Park	KS	66210
Park Creek Apartments	1100 Park Creek Court	Gainesville	GA	30504
Park Plaza Retail Shopping Center	406 and 411 West Grand Parkway South	Katy	TX	77450
Park Ten	15720, 15730, 15740 Park Row	Houston	TX	77061
Parkhill	10975 El Monte Street	Overland Park	KS	66211

Phoenix Peak	7310 N. 16th Street	Phoenix	AZ	85020
Plano Tech Center	1100 Klein Road, 3301 and 3501 Plano Parkway	Plano	TX	75074
Plaquemine	24655 Plaza Drive	Plaquemine	LA	70764
Plaza at Ridgmar	6660 W. Freeway 30 and 2400 Lands End Blvd.	Fort Worth	TX	76116
Progress Center 7	6767 Old Madison Pike NW	Huntsville	AL	35806
Quorum Building	14801 Quorum Drive	Dallas	TX	75240
Regents Park I & II	85 and 87 IH-10	Beaumont	TX	77702
Republic Insurance	5525 Lyndon B. Johnson Freeway	Dallas	TX	75240
Riverbend Tech Center	2301 Gravel Drive & 7401 Pebble Drive	Fort Worth	TX	76118
Riverside Corporate Center	4885 Riverside Drive	Macon	GA	31210
Road 68 Retail Center	4525 North Road 68	Pasco	WA	99301
Rowesix Offices	4224 5th Avenue SE	Lacey	WA	98503
Royal Montreal Plaza	2004 S. Mason Road	Katy	TX	77450
Salem State Offices	3150 Lawrence Drive NE	Salem	OR	97305
Sapphire Pointe	1911 SE Washington	Idabel	OK	74745
Second Street Quad	400 2nd Street South	Waite Park	MN	56387
Shawnee Mission	11215-11225 Shawnee Mission Parkway	Shawnee	KS	66203
Sherwood Plaza	4000 S. Sherwood Forest Boulevard	Baton Rouge	LA	70816
Shoppes at Misty Meadows	3800-3810 Hacks Road	Memphis	TN	38125
Shoppes at Misty Meadows Lane	3800-3810 Hacks Road	Memphis	TN	38119
Shoppes at Trammel	1652-1688 Buford Highway	Cummings	GA	30041
Shops at Katy	2001 Katy Mills	Katy	TX	77494
Shops of Turkey Creek	10903, 10911 and 10915 Turkey Drive	Knoxville	TN	37934
Signature Place	3200 Northline Avenue	Greensboro	NC	27408
Silver Lakes Professional	17720-177796 Pines Blvd.	Pembroke Pines	FL	33029
Solitude	6149 N. Meeker Place	Bolse	ID	83713
South 75 Center	200-250 Business Center Drive	Stockbridge	GA	30281
South Trust Tower (aka One Broward)	One East Broward Boulevard	Fort Lauderdale	FL	33301
Southport	5325 East Southport Road	Indianapolis	IN	46237
Sprague & Hatch	627 E. Sprague Avenue	Spokane	WA	99202
Spring Valley Road	4801 Spring Valley Road	Dallas	TX	75244
Springville Corner	442 & 484 South 1750 West	Springville	UT	84663
St. Andrews Place	2705 Old Fort Parkway	Murfreesboro	TN	37128
Stone Oak Crossing	19137 Stone Oak Parkway	San Antonio	TX	78258
Stony Brook South	3500-3630 Hurstbourne Parkway	Louisville	KY	40299
Streetside at Towne Lake	6422-6426 Bells Ferry Road	Woodstock	GA	30189
Sumitt Woods II	300 E-Business Way	Sharonville	OH	42211
Summit Woods I	100 East Business Way	Sharonville	OH	45211
Texarkana Plaza	131 Arkansas Boulevard	Texarkana	AR	71854
Topsham Fair Mall	105 Topsham Fair Mall Road	Topsham	ME	04086
Torrey Chase	14425 Torrey Chase, 14505 Torrey Chase, 13700 Verterans Memorial	Houston	TX	77014
Treasure Valley Tech		Meridian	ID	83642
Trinity Center	2312 & 2340 Trinity Mills Road	Carrollton	TX	75006
University Park	6103 Farinon Drive, 6203 Farinon	San Antonio	TX	78249
Vatterott College	11818 I Street	Omaha	NE	68137
Venture Tech VIII	8708 Technology Forest Place	The Woodlands	TX	77380
Village at Old Trace	3405 Dallas Highway SW	Marietta	GA	30064
Village Townhomes	308-536 N. Brentwood and 516-536 N. Chicago Avenue	Lubbock	TX	79416
Vineyard Center	1450 and 1452 Hughes Road	Grapevine	TX	76051
Watkins (AM General)	2000 Watkins Glen Drive	Franklin	OH	45005
West Shaw Offices	2520-2540 West Shaw	Fresno	CA	93711
Weston Parkway 13000	13000 Weston Parkway	Cary	NC	27513
Weston Parkway 14001	14001 Weston Parkway	Cary	NC	27513
Westpark	403 Westpark Court	Peach Tree City	GA	30269
White Pond	450, 460, 470 White Pond Drive	Akron	OH	44320
Wilson Estates Portfolio 1	8535 and 8621 E. 21st St. N. and 8110 E. 32nd St. N.	Wichita	KS	67226
Winchester	748 East Winchester Street	Salt Lake City	UT	84107
Wisdom Pointe	275 & 290 Highway 74 North	Peachtree City	GA	30269
Woodlands I & 2	2900 North 3000 Brooktree Lane	Gladstone	MO	64119
Woodside Center	1000 Mansell Exchange West	Alpharetta	GA	30022

The Sold Unchanged Master Leases

<u>Properties</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Advantage	12426 W. Explorer Drive	Boise	ID	83713
Arbors at Mallard Creek	2115, 2121 & 2130 E. Arbors Drive	Charlotte	NC	28262
Belton	900-906 E. North Avenue	Belton	MO	64012
Brendan Way	11 Brendan Way	Greenville	SC	29615
Cedar East & Cypress	3101 & 3117 Poplarwood Court	Raleigh	NC	27604
Chattahoochee	3400 Corporate Way	Duluth	GA	30096
Colony Commons	2211 & 251 FM 646	League City	TX	77573
Cranberry Business Park	3104 Unionville Road	Cranberry Township	PA	16066
Cross Pointe Center	1441 & 1453 N. Saginaw Blvd.	Saginaw	TX	76179
Currell Centre	7616 Currell Boulevard	Woodbury	MN	55125
Dacula	3625 Braselton Highway	Dacula	GA	30019
Dectaur	5101 Decatur Blvd.	Indianapolis	IN	46241
Draper	11770 South Lone Peak Parkway	Draper	UT	84020
Fayette	46 Fayette Town Center Road	Fayetteville	WV	25840
Florissant	8182 and 8200 N. Lindberg Blvd.	Florissant	MO	63031
Fresno E	1645-1735 E Street	Fresno	CA	93706
Hampton	903 Gateway Boulevard	Hampton	VA	23666
Highlands & Southcreek	10740 W. 107th, 12900 Foster	Overland Park	KS	66214 and 66213
Holly Hill	1025 & 1027 Nova Road	Holly Hill	FL	32117
KCI	8023 Vantage Drive	San Antonio	TX	78230
Kemper Point	7870 E. Kemper Road	Cincinnati	OH	45249
Lakeview Sojourn	4450 Sojourn Drive, 1199 S. Belt Line Road	Addison, Coppell	TX	75001 and 75019
Landmark Tower	345 St. Peter Street	St. Paul	MN	55101
Legacy Country	187 & 195 Country Place	Parkway Pearl	MS	39208
Legacy Main & High	1072 High Street, Jackson MS 39202 and 2160 Main Street	Madison	MS	39110
Lincoln Park 10	15810 Park Ten Place	Houston	TX	77084
Metcalf 103	6876 105th Street	Overland Park	KS	66212
Metropolitan Offices	11128 John Galt Blvd.	Omaha	NE	68137
Mid Valley	10243-10391 W. Fairview Avenue	Boise	ID	83704
North Park	1108 Grant Street (Bldg 1), 2301 117th Avenue (Bldg 2)	Omaha	NE	68164
North Stafford Centre for Business and Technology	50 Tech Parkway	Stafford	VA	22556
Northlite Commons	2202-2230 Roxie Street	Kannapolis	NC	28083
Parkway III	600 Lynnhaven Parkway	Virginia Beach	VA	23452
Peachtree Corners Pavilion	5770 Peachtree Industrial Boulevard	Norcross	GA	30071
Pinehurst Square East	901 W. Interstate Avenue	Bismarck	ND	58503
Pinehurst Square West	1203 W. Century Avenue	Bismarck	ND	58503
Portofino	19241 David Memorial Drive	Shenandoah	TX	77385
Riverstone at Vision Park (Medical)	111 Vision Park	Shenandoah	TX	77384
Sam Houston	3993 W. Sam Houston Parkway North	Houston	TX	77043
Sherwood	4512-4556 Sherwood Way	San Angelo	TX	76901
Spalding Triangle	5255-5295 Triangle Way	Norcross	GA	30092
Tower Park	131-201 W. Tower Park Drive	Waterloo	IA	50701
Trinity PI	1201 Edwards Mill Road	Raleigh	NC	27607
Trinity Ridge Business Center	7730-7760 & 7866 Trinity Road	Memphis	TN	38138
Two Notch	8906 Two Notch Rd.	Columbia	SC	29223
University Towers	1650 University Blvd. NE	Albuquerque	NM	87102
West Oaks Square	9470 W. Colonial Drive	Ocoee	FL	34761
Willow Bend	508-524 South Willow Avenue	Cookeville	TN	38501
Windcom	6101 Windcom Court	Plano	TX	75093
Wistar	8101-8157 Staple Mills Road	Richmond	VA	23228
Woodlands Medical (Lantern Bend)	411 Lantern Bend Drive	Houston	TX	77090

Schedule 3

The Auction Properties

Properties	Street Address	City	State	Zip
700 Locust	700 Locust Street	Des Moines	IA	50309
7275 W. 105th	7275 W. 105th	Overland Park	KS	66212
Abbotts Bridge	10700 Abbotts Bridge Road	Duluth	GA	30097
Academy Spectrum	2004-2070 N. Academy Blvd	Colorado Springs	CO	80909
ACI Omaha	330 S. 108th Avenue	Omaha	NE	68154
Allison Pointe Office Portfolio	8440 Allison Pointe Blvd and 8275 & 8335 Allison Pointe Trail	Indianapolis	IN	46250
Anna Plaza	13201 Ranch Road	Austin	TX	78759
Arlington Town Square	69 S. Evergreen Ave., 5 S. Arlington Heights Road and 17 S. Dunton Ave.	Arlington Heights	IL	60005
Arrowhead	1695 and 1705-1750 Indian Wood Circle	Maumee	OH	43537
Avenues North Center	9357 and 9365 Phillips Highway	Jacksonville	FL	32256
Battlefield Station (aka Sentry Station)	2535-2645 Battlefield Parkway	Fort Oglethorpe	GA	30742
Cambridge Place	711 Boston Drive	Kokomo	IN	46902
Crosstown Woods	10125 Crosstown circle	Eden Prairie	MN	55344
Embassy Tower	9300 Underwood Avenue	Omaha	NE	68114
Emerald Tech C & D	10215 and 10295 W, Emerald St.	Boise	ID	83704
Green Street Commons I and II	1147 & 1317 Second Street South	Waite Park	MN	56387
Highlander	701 W. Highlander Blvd.	Arlington	TX	76015
Keystone Commerce Center	410 Keystone Drive	Warrendale	PA	15086
Lifestyle Center	45835-45883 and 45905-45983 Hayes Road	Shelby Township	MI	48315
Meadow Chase Apartments	5234 Boulder Drive	West Des Moines	IA	50265
Megan Crossings	200 Megan Avenue	O'Fallon	MO	63366
North Park (Texas)	17319 San Pedro Avenue	San Antonio	TX	78232
Northgate	6906-7158 State Street	Boise	ID	83714
Olympic Gateway	1165 E. Wishkah Street	Aberdeen	WA	98520
Republic Insurance	5525 Lyndon B. Johnson Freeway	Dallas	TX	75240
Road 68 Retail Center	4525 North Road 68	Pasco	WA	98301
Sherwood Plaza	4000 S. Sherwood Forest Boulevard	Baton Rouge	LA	70816
Shoppes at Misty Meadows Lane	3800-3810 Hacks Road	Memphis	TN	38119
Silver Lakes Professional	17720-177796 Pines Blvd.	Pembroke Pines	FL	33029
Solitude	6149 N. Meeker Place	Boise	ID	83713
Stone Oak Crossing	19137 Stone Oak Parkway	San Antonio	TX	78258
Stony Brook South	3500-3630 Hurstbourne Parkway	Louisville	KY	40299
Streetside at Towne Lake	6422-6426 Bells Ferry Road	Woodstock	GA	30189
Torrey Chase	14425 Torrey Chase, 14505 Torrey Chase, 13700 Verterans Memorial	Houston	TX	77014
University Park	6103 Farinon Drive, 6203 Farinon	San Antonio	TX	78249
Village Townhomes	308-536 N. Brentwood and 516-536 N. Chicago Avenue	Lubbock	TX	79416
Winchester	746 East Winchester Street	Salt Lake City	UT	84107

The Sold Unchanged Master Leases

<u>Properties</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Advantage	12426 W. Explorer Drive	Boise	ID	83713
Arbors at Mallard Creek	2115, 2121 & 2130 E. Arbors Drive	Charlotte	NC	28262
Belton	900-906 E. North Avenue	Belton	MO	64012
Brendan Way	11 Brendan Way	Greenville	SC	29615
Cedar East & Cypress	3101 & 3117 Poplarwood Court	Raleigh	NC	27604
Chattahoochee	3400 Corporate Way	Duluth	GA	30096
Colony Commons	2211 & 251 FM 646	League City	TX	77573
Cranberry Business Park	3104 Unionville Road	Cranberry Township	PA	16066
Cross Pointe Center	1441 & 1453 N. Saginaw Blvd.	Saginaw	TX	76179
Currell Centre	7616 Currell Boulevard	Woodbury	MN	55125
Dacula	3625 Braselton Highway	Dacula	GA	30019
Decatur	5101 Decatur Blvd.	Indianapolis	IN	46241
Draper	11770 South Lone Peak Parkway	Draper	UT	84020
Fayette	46 Fayette Town Center Road	Fayetteville	WV	25840
Florissant	8182 and 8200 N. Lindberg Blvd.	Florissant	MO	63031
Fresno E	1645-1735 E Street	Fresno	CA	93706
Hampton	903 Gateway Boulevard	Hampton	VA	23666
Highlands & Southcreek	10740 W. 107th, 12900 Foster	Overland Park	KS	66214 and 66213
Holly Hill	1025 & 1027 Nova Road	Holly Hill	FL	32117
KCI	8023 Vantage Drive	San Antonio	TX	78230
Kemper Point	7870 E. Kemper Road	Cincinnati	OH	45249
Lakeview Sojourn	4450 Sojourn Drive, 1199 S. Belt Line Road	Addison, Coppell	TX	75001 and 75019
Landmark Tower	345 St. Peter Street	St. Paul	MN	55101
Legacy Country	187 & 195 Country Place	Parkway Pearl	MS	39208
Legacy Main & High	1072 High Street, Jackson MS 39202 and 2160 Main Street	Madison	MS	39110
Lincoln Park 10	15810 Park Ten Place	Houston	TX	77084
Metcalf 103	6876 105th Street	Overland Park	KS	66212
Metropolitan Offices	11128 John Galt Blvd.	Omaha	NE	68137
Mid Valley	10243-10391 W. Fairview Avenue	Boise	ID	83704
North Park	1108 Grant Street (Bldg 1), 2301 117th Avenue (Bldg 2)	Omaha	NE	68164
North Stafford Centre for Business and Technology	50 Tech Parkway	Stafford	VA	22556
Northlite Commons	2202-2230 Roxie Street	Kannapolis	NC	28083
Parkway III	600 Lynnhaven Parkway	Virginia Beach	VA	23452
Peachtree Corners Pavilion	5770 Peachtree Industrial Boulevard	Norcross	GA	30071
Pinehurst Square East	901 W. Interstate Avenue	Bismarck	ND	58503
Pinehurst Square West	1203 W. Century Avenue	Bismarck	ND	58503
Portofino	19241 David Memorial Drive	Shenandoah	TX	77385
Riverstone at Vision Park (Medical)	111 Vision Park	Shenandoah	TX	77384
Sam Houston	3993 W. Sam Houston Parkway North	Houston	TX	77043
Sherwood	4512-4556 Sherwood Way	San Angelo	TX	76901
Spalding Triangle	5255-5295 Triangle Way	Norcross	GA	30092
Tower Park	131-201 W. Tower Park Drive	Waterloo	IA	50701
Trinity Pl	1201 Edwards Mill Road	Raleigh	NC	27607
Trinity Ridge Business Center	7730-7760 & 7866 Trinity Road	Memphis	TN	38138
Two Notch	8906 Two Notch Rd.	Columbia	SC	29223
University Towers	1650 University Blvd. NE	Albuquerque	NM	87102
West Oaks Square	9470 W. Colonial Drive	Ocoee	FL	34761
Willow Bend	508-524 South Willow Avenue	Cookeville	TN	38501
Windcom	6101 Windcom Court	Plano	TX	75093
Wistar	8101-B157 Staple Mills Road	Richmond	VA	23228
Woodlands Medical (Lantern Bend)	411 Lantern Bend Drive	Houston	TX	77090 -

Schedule 4

Last updated 2/12/2009

Property Name	Property #	Address	City	State	ZIP	Prop Type	DBSI FOR 1031 Ownership Equity	Ownership Equity	TIC Equity
12 South Place- Owens	P50149	1518 Highway 12 South	Ashland City	TN	37015	Retail	FOR 1031 12 South Place LLC	33,200.00	1.00000000%
1881 Valley View	P50068	1881 Valley View Lane	Farmers Branch	TX	75234	Office	FOR 1031 Valley View LLC	24,734.94	1.00000000%
400/440 South Executive Drive	P50082	400/440 South Executive Drive	Brookfield	WI	53005	Office	FOR 1031 Executive Dr. LLC	132,008.82	1.4171639%
48 Perimeter Center East	P50076	48 Perimeter Center East	Decatur	GA	30031	Office	FOR1031 Perimeter, LLC	61,450.00	1.00000000%
7275 W 105th St. (Merry Shops)	P50060	7275 W 105th St.	Overland Park	KS	66212	Retail	FOR 1031 Johnson LLC	36,352.44	1.1928610%
Abbotts Bridge	P50174	10700 Abbotts Bridge Rd	Duluth	GA	30097	Office	FOR 1031 Abbotts Bridge LLC	49,735.00	1.00000000%
Academy Park Loop	P50131	1450 Academy Park Loop	Colorado Springs	CO	80910	Office	FOR 1031 Academy Park Loop LLC	100,550.00	1.00000000%
Academy Spectrum Building	P50088	2004-2070 N. Academy Blvd.	Colorado Springs	CO	80909	Office	FOR 1031 Academy LLC	52,245.00	0.9999969%
ACI Omaha Building	P50063	330 S 108 Ave	Omaha	NE	68154	Office	FOR1031 Omaha LLC	67,196.04	1.00000000%
Advantage Office Building	P50065	12426 W Explorer	Boise	ID	83773	Office	DBSI Advantage LLC	19,416.09	0.91000000%
Allison Pointe	P50169.1-.3	8275 Allison Pointe Trail	Indianapolis	IN	46250	Office	FOR 1031 Allison Pointe LLC	172,520.00	1.00000000%
Appleton Papers	P50080	1100 Blake Street	Edwardsville	KS	66111	Office	FOR 1031 Appleton, LLC	52,399.47	0.9999900%
Arbors at Mallard Creek	P50168	2121 E Arbors Dr	Charlotte	NC	28262	Retail	FOR 1031 Arbors LLC	2,700.00	0.0430622%
Arlington Towne Square	P50196.1-.3	3-89 S. Evergreen Ave. & 40-88 S.	Arlington Heights	IL	60005	Retail	FOR 1031 Arlington Town Square LLC	1,687.20	0.01000000%
Arrowhead Avenues North Center	P50135.1-.3	1695 Indian Woods Circle	Maumee	OH	43537	Office	FOR 1031 Arrowhead LLC	74,300.00	1.00000000%
Bandera Trails Shopping Center	P50173	9357 Phillips Highway	Jacksonville	FL	32256	Retail	FOR 1031 Avenues North Center LLC	115,000.00	1.00000000%
Battlefield Station (Sentry)	P50190	11820 Bandera Rd	San Antonio	TX	78023	Retail	FOR 1031 Bandera Trails LLC	510.74	0.01000000%
Blue Cross Building	P50166	2601 Battlefield Parkway	Fort. Oglethorpe	GA	30742	Retail	FOR 1031 Battlefield Station LLC	56,145.00	1.00000000%
Breckinridge Exchange	P50160	2400 Welllesley	Albuquerque	NM	87107	Office	FOR 1031 Welllesley LLC	51,269.50	1.1620599%
Brendan Way	P50154	3000, 3025, 3055, 3075 Breckinridge Blvd	Duluth	GA	30096	Office	FOR 1031 Breckinridge LLC	78,750.00	1.00000000%
		11 Brendan Way	Greenville	SC	29615	Office	FOR 1031 Brendan Way, LLC	43,900.00	1.00000000%

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Property Name	Address	City	State	Zip	Type	DBSI/ROT 1031 Owner/Ship	Prop Type	DBSI/ROT 1031 Owner/Ship	Ownership Equity	TTC Equity Equity
Brookfield & Pelham	p50159.1-.2 400 Brookfield Parkway	Greenville	SC	29607	Office	FOR 1031 Brookfield Pelham LLC	132,570.00	1.0000000%	\$13,257,000	
Brookhill Towne Center	6755 West 88th Avenue	Westminster	CO	80003	Retail	FOR 1031 88th Avenue LLC	54,946.91	1.0000000%	\$5,494,691	
Brookhollow One	2121 Avenue J	Arlington	TX	76006	Office	FOR 1031 Brookhollow One LLC	22,605.95	1.0000000%	\$2,260,595	
Call Center Coeur D' Alene	1201 W. Ironwood Drive	Coeur D'Alene	ID	83814	Office	FOR 1031 CP Ironwood, LLC	31,991.09	0.8856691%	\$3,612,000	
Call Center Post Falls	784 S. Clearwater Loop	Post Falls	ID	83854	Office	FOR 1031 CP Clearwater, LLC	65,888.60	2.7649433%	\$2,383,000	
Cambridge Place Apartments	711 Boston Dr	Kokomo	IN	46902	Multifamily	FOR 1031 Cambridge Place LLC,	220.80	0.0100000%	\$2,208,000	
Capital One Building	275-456 N Kimball Pl	Boise	ID	83704	Office	DBSI Kimball LLC	52,002.80	1.0000000%	\$5,200,280	
Carolina Commons	9869 Ocean Highway West	Calabash	NC	28467	Retail	FOR 1031 Carolina Commons LLC	407.00	0.0100000%	\$4,070,000	
Cedar East & Cypress	3101 Poplarwood Ct.	Raleigh	NC	27604	Office	FOR 1031 Cedar East and Cypress LLC	53,100.00	1.0000000%	\$5,310,000	
Centre Plaza	45 Northeast Loop 410	San Antonio	TX	78216	Office	FOR 1031 Centre Plaza LLC	116,082.50	1.0000000%	\$11,608,250	
Cornerstone Crossing	1300 N Central Expressway	Allen	TX	75013	Office	FOR 1031 Cornerstone Crossing LLC	33,248.22	1.0000000%	\$3,324,822	
Covington Building	19375 N 4th St	Covington	LA	70433	Office	FOR 1031 Covington LLC	12,544.12	1.0000000%	\$1,254,412	
Cranberry Business Park	100 Cranberry Business Park	Cranberry Township	PA	15219	Office	FOR 1031 Cranberry LLC	40,300.00	1.0000000%	\$4,030,000	
Crossstown Woods	10125 Crossstown Circle	Eden Prairie	MN	55344	Office	FOR 1031 Crossstown Woods LLC	24,600.00	1.0000000%	\$2,460,000	
Dacula Medical Office	3625 Braselton Hwy	Dacula	GA	30019	Office	FOR 1031 Dacula Medical LLC	70,680.00	1.0000000%	\$7,068,000	
Daniel Burnham (McCormick) DEA Building (Peacock)	6525 Daniel Burnham Dr. 650 NW Peacock Loop	Portage	IN	46368	Office	FOR 1031 Daniel Burnham LLC	54,065.86	1.8531570%	\$2,917,500	
Decatur (Lindbergh)	5101 Decatur Blvd.	Port Saint Lucie	FL	34986	Office	DBSI BEACOCK, LLC	17,865.00	0.4033000%	\$4,430,086	
Dorado Offices	8850 W Emerald St	Boise	ID	83704	Industrial/Flex	FOR 1031 Decatur LLC	37,800.00	1.0000000%	\$3,780,000	
Draper Tech Park	11734 S Election Drv	Draper	UT	84020	Office	FOR 1031 Dorado LLC	13,553.24	1.0000000%	\$1,355,324	
							165,450.00	1.0000000%	\$16,545,000	

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Property Name	Address	City	State	Zip	Prop. Type	DBSI/For 1031 Ownership	DBSI/For 1031 Partnership	Ownership Equity	DBSI/For 1031 Partnership Equity
Eagle's Landing	p50119 900-970 Eagle's Landing Parkway	Stockbridge	GA	30281	Retail	FOR 1031 Eagles Landing LLC	30,750.00	1.00000000%	\$3,075,000
Embassy Tower	p50144 9300 Underwood Ave	Omaha	NE	68114	Office	FOR 1031 Embassy Tower LLC	51,000.00	1.00000000%	\$5,100,000
Emerald Tech C+D Plaza	p50020 & p50021 10215 W Emerald St	Boise	ID	83704	Industrial/Flex	DBSI Emerald Tech C & D LLC	439.42	0.00998000%	\$4,402,983
Executive Park (Financial Plaza)	p50104 9050 Executive Park Drive	Knoxville	TN	37923	Office	FOR 1031 Executive Park LLC	32,825.00	1.00000000%	\$3,282,500
Farrow Road	p50072 8901 Farrow Rd	Columbia	SC	29203	Office	FOR 1031 Farrow Road LLC	74,309.96	1.00000000%	\$7,430,996
Fayette Town Center	p50223 86-114 Fayette Town Center Rd.	Fayetteville	WV	25840	Retail	FOR 1031 Fayette Town Center LLC	725.00	0.01000000%	\$7,250,000
Firemans Fund Building	p50041 2490 West Shaw Avenue	Fresno	CA	93711	Office	FOR 1031 Fireman LLC	25,000.00	1.00000000%	\$2,500,000
Fresno Forms	p50006 2628 S Cherry St	Fresno	CA	93706	Industrial/Flex	DBSI FRESNO FORMS LLC	53,700.00	1.00000000%	\$5,370,000
Gadd Crossing	p50205 5510 & 5511 Highway 153	Hixson	TN	37343	Retail	FOR 1031 Gadd Crossing LLC	426.00	0.01000000%	\$4,260,000
Genesis Building	p50010 12301 W Explorer Dr	Boise	ID	83713	Office	DBSI GENESIS LLC	35,698.95	1.04689000%	\$3,410,000
Ghent Road	p50113 175 Ghent Road	Fairlawn	OH	44333	Office	FOR 1031 Ghent Road LLC	62,600.00	1.00000000%	\$6,260,000
Gladstone Business Centre	p50055 2900 NE 60th Street	Gladstone	MO	64119	Office	FOR 1031 Gladstone Business Centre LLC	8,651.00	1.00000000%	\$865,100
Hampton Tech Center	p50139 903 Gateway Blvd	Hampton	VA	23666	Office	FOR 1031 Hampton LLC	38,350.00	1.00000000%	\$3,835,000
Heritage Park II	p50075 6666 E 75th Street	Indianapolis	IN	46250	Office	FOR 1031 Heritage II LLC	48,150.00	1.00000000%	\$4,815,000
Highlander Building	p50019 701 W Highlander Blvd	Arlington	TX	76015	Office	DBSI Highlander LLC	57,481.79	0.99999000%	\$5,748,236
Holly Hill	p50132 1025 & 1027 Nova Road	Holly Hill	FL	32117	Retail	FOR 1031 Holly Hill LLC	48,500.00	1.00000000%	\$4,850,000
KCI Building	p50035 8023 Vantage Dr	San Antonio	TX	78230	Office	DBSI VANTAGE DRIVE LLC	2,015.00	0.0140737%	\$14,317,500
Kemper Point	p50200 7870 Kemper Road	Cincinnati	OH	45249	Office	FOR 1031 Kemper Pointe LLC	738.50	0.01000000%	\$7,385,000
Kenwood	p50112 17733-17823 Kenwood Trail	Lakeville	MN	55044	Retail	FOR 1031 Kenwood Center LLC	31,350.00	1.00000000%	\$3,135,000
Keystone Commerce Center	p50162 410 Keystone Drive	Warrendale	PA	15086	Industrial/Flex	FOR 1031 Keystone Commerce LLC	64,950.00	1.00000000%	\$6,495,000
Lake Ellenor	p50128 5959 Lake Ellenor Dr.	Orlando	FL	32808	Office	FOR 1031 Lake Ellenor Drive LLC	64,450.00	1.00000000%	\$6,445,000

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PROPERTY Name	Address	CITY	State	Zip	Drop-off Date	DES/For-1031 Ownership	INC/Equity	Drop-off Date	DES/For-1031 Ownership	INC/Equity	
Lake Natoma	p50122 1900-1960 Alabama Avenue	Rancho Cordova	CA	95742	Office	FOR 1031 Lake Natoma LLC		105,350.00	1.0000000%	\$10,535,000	
Lakes at Bent Tree	p50031 17400 N Dallas Parkway	Dallas	TX	75287	Office	FOR 1031 Bent Tree LLC		31,947.15	1.0389317%	\$3,075,000	
Lamar Offices (Arbors at Brookhollow)	p50054 2201 E Lamar Blvd	Arlington	TX	76006	Office	DBSI LAMAR OFFICES LLC		14,736.00	0.1591951%	\$9,256,565	
Legacy 1 (Country)	p50142.1-.2 187 Country Place Pkwy	Pearl	MS	39208	Office	FOR 1031 Legacy Country LLC		50,000.00	1.0000000%	\$5,000,000	
Legacy 2 (Main & High)	p50143.1-.2 1072 High Street	Jackson	MS	39202	Retail	FOR 1031 Legacy Country LLC		31,800.00	1.0000000%	\$3,180,000	
Lifestyle Center	p50210 45835-4583 & Hayes Rd.	Shelby Township	MI	48315	Office	FOR 1031 Lifestyle Center LLC		447.75	0.0100000%	\$4,477,500	
Lincoln Park 10	p50127 15810 Park Ten Place	Houston	TX	77084	Office	FOR 1031 Lincoln Park LLC		42,900.00	1.0000000%	\$4,290,000	
Mansell Forest	p50137 4555 Mansell Rd	Alpharetta	GA	30022	Office	FOR 1031 Mansell Forest, LLC		45,900.00	1.0000000%	\$4,590,000	
Meadow Chase Apartments	p50216 5234 Boulder Drive	West Des Moines	IA	50265	Multifamily	FOR 1031 Meadow Chase Apartments LLC		267.50	0.0100000%	\$2,675,000	
Megan Crossings	p50175 200 Megan Ave	O'Fallon	MO	63366	Retail	FOR 1031 Megan Crossings LLC		1,120.00	0.0100000%	\$11,200,000	
Metcalf 103 Center	p50087 103rd St & Metcalf Ave.	Overland Park	KS		Retail	FOR 1031 Metcalf LLC		98,925.00	1.0000000%	\$9,892,500	
Metro Annex 12	p50026 1005-1141 W 2400 S	West Valley City	UT	84119	Office	FOR 1031 METRO 12 LLC		17,983.68	1.0000000%	\$1,798,368	
Metro Annex 13	p50027 2440 S 1070 W	West Valley City	UT	84119	Office	FOR 1031 METRO 13 LLC		16,726.00	1.0000042%	\$1,672,593	
Metro Annex 15	p50029 2431 S 1070 W	West Valley City	UT	84119	Office	FOR 1031 METRO 15 LLC		9,449.76	1.0000000%	\$944,976	
Metro Annex 16	p50030 2401 S 1070 W	West Valley City	UT	84119	Office	FOR 1031 METRO 16 LLC		15,605.00	0.9999865%	\$1,560,521	
Metro Annex 7-10	p50022, p50023, p50024, p50025, p50033	1152, 1182, 1193, 1171 W 2400 S	Omaha	NE	68183	Office	DBSI METRO ANNEX LLC		46,077.50	1.1173000%	\$4,124,004
Metropolitan Offices Missouri Falls Building	p50093 645 E. Missouri Blvd.	Phoenix	AZ	85012	Office	FOR 1031 Metropolitan LLC		62,803.52	1.0000000%	\$6,280,352	
Motorcoach	p50056 3875 Mansell Rd	Alpharetta	GA	30022	Office	FOR 1031 Alpharetta LLC		170,000.00	1.0000000%	\$17,000,000	
Network (Intech Eleven) North Park (Texas)	p50102 6625 Network Way	Indianapolis	IN	75225	Office	FOR 1031 Motor Coach LLC		27,302.50	1.0000000%	\$2,730,250	
	p50094 17319 San Pedro Ave.	San Antonio	TX	46278	Office	FOR 1031 Network LLC		23,650.00	1.0000000%	\$2,365,000	
				78232	Office	FOR 1031 North Park LLC		56,100.00	1.0000000%	\$5,610,000	
								32,950.00	1.0000000%	\$3,295,000	

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Property Name	Address	City	State	Zip	Prop. TID	DEBT FOR 1031 Owe	Owner/Debt Holder	Ownership Equity
North Park Grant Street	p50185.1-.2 2301 N 117th Ave	Omaha	NE	68164	Office	FOR 1031 Grant Street LLC	963-61	0.0100000%
Northpark (Ridgeland)	p50130 1025 Northpark Dr.	Ridgeland	MS	39157	Office	FOR 1031 Northpark Ridgeland LLC	19,710.00	1.0000000%
Northpointe Tower	p65003 10220 NW Ambassador Blvd Rd.	Kansas City	MO	64153	Office	DBSI Northpointe Tower, LLC	68,120.00	1.0000000%
Northridge I & II	p50103.1-.2 365 Northridge Rd.	Atlanta	GA	30350	Office	FOR 1031 Northridge LLC	110,950.00	1.0000000%
Nuvell Building	p50085 3301 Airport Fwy	Bedford	TX	75225	Office	FOR 1031 Nuvell LLC	62,536.05	1.0000000%
Oak Hollow West	p50048 2301 Avenue J	Arlington	TX	76006	Office	FOR 1031 Oakhollow West LLC	8,450.70	1.0000000%
Offices at Brookhollow Olympic Gateway Plaza One Executive Center	p50067 1701 Lamar Blvd East St	Arlington	TX	76011	Office	FOR 1031 OAB LLC	83,025.00	1.0000000%
Overland Park (College Bldg) Park Creek Apartments	p50014 1165 E Wishkah St	Aberdeen	WA	98520	Retail	DBSI OLYMPIC LLC	61,823.00	1.0010000%
Park Ten	p50229 8500 Menaul Boulevard NE	Albuquerque	NM	87112	Office	FOR 1031 One Executive Center LLC	760.00	0.0100000%
Parkhill Offices	p50061 16633 Dallas Parkway	Addison	TX	75001	Office	DBSI ONE HANOVER LLC	199,100.00	0.9490000%
Parkway III	p50032 8300 College Blvd	Overland Park	KS	66210	Office	FOR 1031 Overland Park LLC	36,482.56	1.0000000%
Plano Tech Center	p50219 Park Creek Court	Gainesville	GA	30504	Multifamily	FOR 1031 Park Creek-Gainesville LLC	1,280.00	0.0100000%
Plaquemine SSA Building Plaza at Ridgmar Plaza	p50018 15720 Park Row	Houston	TX	77061	Office	FOR 1031 Park Ten LLC	54,835.00	1.0000000%
Progress Center 7	p50043 10975 El Monte St	Overland Park	KS	66210	Office	FOR 1031 Parkhill LLC	50,000.00	1.0000000%
Quorum Building	p50134 600 Lynnhaven Parkway	Virginia Beach	VA	23452	Office	FOR 1031 Parkway III LLC	17,562.49	0.5940800%
Regents Park	p50118.1-.3 3301 Plano Parkway	Plano	TX	75074	Industrial/Flex	FOR 1031 Plano Tech Center LLC	94,850.00	1.0000000%
Riverbend Tech Center	p50052 24655 Plaza Drive	Plaquemine	LA	70765	Office	FOR 1031 Plaquemine LLC	15,660.00	1.0000000%
	p50138 6660 West Freeway 30	Fort Worth	TX	76116	Retail	FOR 1031 Ridgmar Plaza LLC	45,300.00	1.0000000%
	p50107 6767 Old Madison Pike NW	Huntsville	AL	35806	Office	FOR 1031 Progress Center 7 LLC	36,930.39	1.4369800%
	p50038 14801 Quorum Dr	Addison	TX	75001	Office	FOR 1031 Quorum LLC	97,500.00	1.0000000%
	p50015 85-87 IH-10 North	Beaumont	TX	77702	Office	FOR 1031 Regents LLC	45,450.00	1.0000000%
	p50077 2301 Gravel Dr & 7401 Pebble Dr	Fort Worth	TX	76118	Industrial/Flex	FOR 1031 Riverbend LLC	96,910.69	1.0000000%

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Property Name	Address	City	State	Zip	Prop. Type	DBSI/For 1031 Ownership	Ownership Equity	TITLE/PROPERTY
Riverside Corp Center	4895 Riverside Dr	Macon	GA	31210	Office	FOR 1031	59,930.85	1.0000000%
Road 68 Retail Center	4525 N. Road 68	Pasco	WA	99301	Retail	Riverside LLC FOR 1031 Road 68	345.99	0.0100000%
Rowesix Offices	4224 Sixth Ave SE	Lacey	WA	98503	Office	Retail Center LLC FOR 1031 Rowesix	69,850.00	1.0000000%
Salem State Offices	3150 Lancaster Dr NE	Salem	OR	97305	Office	DBSI Salem Offices LLC	80,818.00	1.3290668%
Sapphire Pointe Center	1911 SE 230-400 2nd St. So.	Idabel Washington	OK	74745	Retail	FOR 1031 Sapphire Pointe	139.17	0.0100000%
Second Street Quad	11215-11225 Shawnee Mission	Waite Park Shawnee	MN	56387	Retail	FOR 1031 2nd Street Quad LLC	805.00	0.0100000%
Shawnee Mission	4000 S Sherwood Forest Blvd	Baton Rouge	LA	66203	Retail	FOR 1031 SHAWNEE MISSION LLC	38,500.00	1.0000000%
Sherwood Plaza	6149 N Meeker Pl	Boise	ID	83713	Office	FOR 1031 Sherwood Plaza LLC	57,850.00	1.0000000%
Solitude Building South 75 Center	200-250 Business Center Dr	Stockbridge	GA	30281	Office	FOR 1031 South 75 Center LLC	22,850.00	1.0000000%
Spalding Triangle Spring Valley Road	5255 Triangle Pkwy	Norcross	GA	30092	Office	FOR 1031 Spalding Triangle LLC	53,900.00	1.0000000%
Stony Brook South Streetside at Towne Lake	4801 Spring Valley Rd.	Dallas	TX	75244	Office	FOR 1031 Spring Valley Road, LLC	70,100.00	1.0000000%
Summit Woods I	3500 - 3630 S. Hurstbourne Pkwy Ferry Road	Louisville	KY	40299	Retail	FOR 1031 Stony Brook South LLC	1,310.00	0.0100000%
Summit Woods II	6422-6426 Bells Way	Woodstock	GA	30189	Retail	FOR 1031 Streetside at Towne Lake LLC	640.00	0.0100000%
Tollview	100 E Business Way	Sharonville	OH	45241	Office	FOR 1031 Summit Woods I LLC	67,781.43	1.0000000%
Torrey Chase	300 E-Business Way	Sharonville	OH	45241	Office	FOR 1031 Summit Woods II LLC	139,113.42	1.0000000%
Tower Park	3005 Tollview Drive	Rolling Meadows	IL	60008	Indust	FOR 1031 Tollview Industrial LLC	56,100.00	1.0000000%
Trinity Center	13700 Veterans Memorial Dr.	Houston	TX	77014	Office	FOR 1031 Torrey Chase LLC	71,530.00	1.0000000%
Trinity Ridge Business Center	131-201 Tower Park Dr	Waterloo	IA	50701	Office	FOR 1031 Tower Park LLC	67,148.95	1.0000000%
University Towers	2312-2340 E Trinity Mills Rd Ridge Road	Carrollton	TX	75006	Office	FOR 1031 Trinity LLC	110,000.00	1.0000000%
		Cordova	TN	38018	Office	FOR 1031 Trinity Ridge Business Center LLC	1,063.38	0.0100000%
		Albuquerque	NM	87102	Office	FOR 1031 University LLC	61,100.00	1.0000000%

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PROPERTY NAME	PROPERTY NUMBER	ADDRESS	CITY	STATE	ZIP	BUSINESS NAME	DEBT TO OWNER	1031 EQUITY	OWNER'S EQUITY	OWNERSHIP	OWNER'S EQUITY	TOTAL EQUITY
Venture Tech	p50086	8708 Technology Forest Place	The Woodlands	TX	77360	Office	FOR 1031 Venture LLC	60,895.14	1,0000000%	\$6,089,514		
Village Townhomes Vineyard Center	p50146	308-536 Brentwood Rd	Lubbock	TX	79416	Multifamily Office	DBSI Village Townhomes LLC FOR 1031 Vineyard LLC	1,000.00	0.0257069%	\$3,890,000		
Volvo Parkway	p50036	1450-1452 Hughes Rd	Grapevine	TX	76051	Office	FOR 1031 Vineyard LLC	75,000.00	1,0000000%	\$7,500,000		
Watkins (AM General)	p50004	1401 Tintern Street	Chesapeake	VA	23320	Bare Land	Terravista Volvo Parkway LLC FOR 1031 Watkins LLC	21,500.00	1,0000000%	\$2,150,000		
West Oaks Square	p50099	2000 Watkins Dr	Franklin	OH	45005	Office	FOR 1031 Watkins LLC	30,549.99	0.9999998%	\$3,055,000		
West Shaw Offices	p50189	9470 W Colonial Dr	Ocoee	FL	34761	Retail	FOR 1031 West Oaks Square LLC	262.66	0.0100000%	\$2,626,600		
Weston Pkwy 13000	p50016	2520-2540 West Shaw Lane	Fresno	CA	93711	Office	DBSI West Shaw LLC	35,448.77	0.9980800%	\$3,551,696		
Weston Pkwy 14001	p50108	13000 Weston Parkway	Cary	NC	27513	Office	FOR 1031 13000 Weston Parkway LLC	34,600.00	1,0000000%	\$3,460,000		
Wilson I Winchester Office	p50109	14001 Weston Parkway	Cary	NC	27513	Office	FOR 1031 14001 Weston Parkway LLC	43,650.00	1,0000000%	\$4,365,000		
Windcom Court Woodlands Building Woodlands Medical Office	p50163.1-.3	8621 E 21st Street N	Wichita	KS	67206	Office	FOR 1031 Wilson Estates LLC	143,000.00	1,0000000%	\$14,300,000		
Woodside Center	p50211	746 E. Winchester	Salt Lake City	UT	84107	Office	FOR 1031 Winchester Office LLC	495.00	0.0100000%	\$4,950,000		
Windcom Court	p50124	6101 Windcom Court	Plano	TX	75093	Office	FOR 1031 Windom Court LLC	16,065.00	1,0000000%	\$1,606,500		
Woodlands Building Woodlands Medical Office	p50045.1--.2	2900 NE Brooktree Ln	Gladstone	MO	64119	Office	FOR 1031 Woodlands LLC	11,050.00	1,0000000%	\$1,105,000		
Woodside Center	p50167	411 Lantern Bend Dr	Houston	TX	77090	Office	FOR 1031 Woodlands Medical Office I LLC	671.20	0.0100000%	\$6,712,000		
		1000 Mansell Exchange West	Alpharetta	GA	30022	Office	FOR 1031 Woodside Center LLC	85,600.00	1,0000000%	\$8,560,000		

TIC Properties will NOT be purchasing the following properties:

Property Name	Property #	Address	City	State	Zip	Prop Type	DBS# FOR 1031 Ownership Entity	Ownership Entity	TIC Equity %
Corporate Woods	p50090	5029 & 5041 Corporate Woods Dr.	Beach	Virginia	VA	Office	FOR 1031 LLC	Corporate Woods	\$8,425,643
Corporate Center I	p50071	2225 Avenue J	Arlington	TX	76006	Office	FOR 1031 LLC	Corporate Center I	\$2,100,000
Vatterott College Building	p50091	11818 I Street	Omaha	NE	68137	Indust Lex	FOR 1031 LLC	Vatterott College	\$9,510,000
Westpark Court	p50096	403 Westpark Court	Peachtree City	GA	30269	Office	FOR 1031 LLC	Westpark Court LLC	\$2,884,144

Schedule 4.1

Omitted DBSI Equity Interests

Property Name	Property #	Address	City	State	ZIP	Prop.	Type	DBSI/FOR	Ownership Entity	DBSI/EQUITY
								1031	Entity	%
								Ownership		
Corporate Woods	P50090	5029 & 5041 Corporate Woods Dr.	Virginia Beach	VA		Office	FOR 1031	84,256.00	0.9999949%	\$8,425,643
Corporate Center I	P50071	2225 Avenue J	Arlington	TX	76006	Office	FOR 1031	21,000.00	1.0000000%	\$2,100,000
Vatterott College Building	P50091	11818 I Street	Omaha	NE	68137	Industrial/ Flex	FOR 1031	95,100.00	1.0000000%	\$9,510,000
Westpark Court	P50096	403 Westpark Court	Peachtree City	GA	30269	Office	FOR 1031	28,841.44	1.0000000%	\$2,884,144

Schedule 5

RELEASE DEED

For 1031 _____ LLC, a _____ limited liability company, with an address of 12426 W. Explorer Drive, Ste. 100, Boise, ID 83713 ("Grantor"), for consideration of _____ Dollars (\$_____) paid, hereby releases, remits, conveys and grants to _____, LLC, a _____ limited liability company, with an address of _____, and all those claiming by, through or under it ("Grantee"), without covenants, express or implied, all of Grantor's right, title and interest, if any, in and to an undivided _____ % tenant in common interest (the "Interest") in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), together with all and singular the tenements, hereditaments, rights and appurtenances thereunto belonging or in anywise appertaining.

Reference is hereby made to a certain Asset Purchase Agreement dated as of January 30, 2009 by and among DBSI, Inc., For 1031 LLC and Grantee (the "APA"). The APA provides, inter alia, that upon sale of the Interest or the Property, Grantee shall pay to Grantor an Equity Disposition Fee of fifty (50%) percent of the Net Equity Proceeds or Net Property Proceeds (as each such term is defined in the APA) on account of, and at the closing of, such sale (the "Disposition Fee Obligation"). Reference to the foregoing Disposition Fee Obligation is hereby

made to provide notice thereof to third parties to whom the Interest or the Property is hereafter conveyed from the Grantee.

Executed this _____ day of _____, 2009

GRANTOR:

FOR 1031 _____, LLC, a
_____ limited liability company

By: FOR 1031, LLC, an Idaho limited liability
company, its sole member

By: _____
Its Authorized Representative

State of _____)
) ss.
County of _____)

On this _____ day of _____, 2009, before me, a Notary Public in and for
said State, personally appeared _____, known to me to be the Authorized
Representative of _____, which is the sole member of the limited
liability company of FOR 1031 _____, LLC, and the member or one of the
members who subscribed said limited liability company name to the foregoing instrument, and
acknowledged to me that FOR 1031, LLC executed the same in said limited liability name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC
Expires: _____

This instrument was drafted by _____.

EXHIBIT A

Legal Description

Schedule 6

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is dated as of _____, 2009, between _____, a _____ (together with its successors and assigns in each capacity, the "Agent") having an office at _____, individually and as agent for _____ (collectively the "Secured Parties") and TIC MANAGEMENT PROPERTIES, LLC, a Virginia limited liability company, having an address at 101 North Main Street, 12th Floor, Greenville, South Carolina 29601 (the "Grantor").

RECITALS

WHEREAS, Grantor and DBSI, Inc. ("DBSI") are parties to that certain Asset Purchase Agreement dated as of January 30, 2009 with respect to the acquisition by Grantor of certain Management Rights (as defined in the Purchase Agreement) (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement; and

WHEREAS, in order to secure Grantor's obligations under the Purchase Agreement, Agent requires that Grantor execute and deliver to the Agent, as agent for the Secured Parties, and their respective successors and assigns, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Purchase Agreement. The term "State", as used herein, means the State of Delaware. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9 of the Uniform Commercial Code of the State.

2. Grant of Security Interest.

2.1. Grant; Collateral Description. The Grantor hereby grants to the Agent, as agent for the Secured Parties, to secure the payment and performance in full of all of Grantor's obligations, arising under the Purchase Agreement, a security interest in and pledges and assigns to the Agent, as agent for the Secured Parties, all of Grantor's right, title and interest in and to the Management Agreements, whether now existing or hereafter executed or arising, and all income and proceeds arising thereunder (all of the same being hereinafter called the "Collateral"), said transfer and assignment to automatically become a present, unconditional assignment, at Agent's option, following the occurrence of an Event of Default or a default by Grantor beyond the expiration of applicable notice and cure periods under a Management Agreement.

3. Authorization to File Financing Statements. The Grantor hereby irrevocably authorizes the Agent at any time and from time to time to file in any filing office in any Uniform Commercial Code or other jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code or other personal property security legislation of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code or other personal property security legislation of the State or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Agent promptly upon its request. The Grantor also ratifies its authorization for the Agent to have filed in any Uniform Commercial Code or other personal property security jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. Other Actions. Further to ensure the attachment, perfection and priority of, and the ability of the Agent, as agent for the Secured Parties, to enforce, its security interest in the Collateral, the Grantor agrees, at the Grantor's expense, to take the following actions with respect to the following Collateral and without limitation on the Grantor's other obligations contained in this Agreement:

4.1. Deposit Accounts. For each deposit account that the Grantor, now or at any time hereafter, opens or maintains in connection with the Management Agreements, the Grantor shall, at the Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Agent, either (a) cause the depositary bank to agree to comply without further consent of the Grantor, at any time with instructions from the Agent to such depositary bank directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for the Agent, as agent for the Secured Parties, to become the customer of the depositary bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Agent, to exercise rights to withdraw funds from such deposit account. The provisions of this paragraph shall not apply to (i) a deposit account for which the Agent is the depositary bank and is in automatic control, and (ii) any deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees.

4.2. Other Actions as to any and all Collateral. The Grantor further agrees, upon the reasonable request of the Agent and at the Agent's option, to take any and all other actions as the Agent may determine to be necessary for the attachment, perfection and priority of, and the ability of the Agent to enforce, the Agent's, as agent for the Secured Parties, security interest in any and to all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code of any relevant jurisdiction, to the extent, if any, that the Grantor's signature thereon is required therefor, (b) causing the Agent's, as agent for the Secured Parties, name to be noted as Agent on any certificate of title for a titled good if such notation is a

condition to attachment, perfection or priority of, or ability of the Agent to enforce, the Agent's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Agent to enforce, the Agent's, as agent for the Secured Parties, security interest in such Collateral, (d) using its best efforts to obtain governmental and other third party waivers, consents and approvals, in form and substance satisfactory to the Agent, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) using its best efforts to obtain waivers from mortgagees and landlords in form and substance satisfactory to the Agent and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Agent to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

5. Intentionally Omitted.

6. Representations and Warranties Concerning Grantor's Legal Status. The Grantor makes the representations and warranties contained in the Purchase Agreement as if fully set forth herein.

7. Covenants Concerning Grantor's Legal Status. The Grantor covenants with the Agent as follows: (a) without providing at least twenty (20) days prior written notice to the Agent, the Grantor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Grantor does not have an organizational identification number and later obtains one, the Grantor will forthwith notify the Agent of such organizational identification number, and (c) the Grantor will not change its type of organization, jurisdiction of organization or other legal structure.

8. Representations and Warranties Concerning Collateral, Etc. The Grantor further represents and warrants to the Agent, as agent for the Secured Parties, as follows: the Grantor is the owner of or has other rights in or power to transfer the Collateral, free from any right or claim of any person or any adverse Lien, except for the security interest created by this Agreement.

9. Covenants Concerning Collateral, Etc. The Grantor further covenants with the Agent as follows: (a) except for the security interest herein granted, the Grantor shall be the owner of the Collateral free from any right or claim of any other person or any lien, and the Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Agent, (b) the Grantor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any lien in the Collateral in favor of any person, or become bound (as provided in Section 9-203(d) of the Uniform Commercial Code of the State or any other relevant jurisdiction or otherwise) by a security agreement in favor of any person as Agent, (c) the Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (d) the Grantor will permit the Agent, or its designee, to inspect the Collateral at any reasonable time, wherever located, and (e) the Grantor will not sell or otherwise dispose of

the Collateral or any interest therein except for dispositions permitted by the Purchase Agreement.

10. Intentionally Omitted.

11. Collateral Protection Expenses; Preservation of Collateral.

11.1. Expenses Incurred by the Agent. In the Agent's discretion, if the Grantor fails to do so, the Agent may cure any default by Grantor under any Management Agreement. The Grantor agrees to reimburse the Agent on demand for any and all expenditures so made. The Agent shall have no obligation to the Grantor to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any default or Event of Default.

11.2. Agent's Obligations and Duties. Anything herein to the contrary notwithstanding, the Grantor shall remain obligated and liable under each Management Agreement to be observed or performed by the Grantor thereunder. Neither the Agent nor any Secured Party shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Agent or any Secured Party of any payment relating to any of the Collateral, nor shall the Agent nor any Secured Party be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Agent or any Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Agent, as Agent for the Secured Parties, or to which the Agent, as agent for the Secured Parties, may be entitled at any time or times. The Agent's sole duty with respect to the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code of the State or otherwise, and its actions under the Management Agreements shall be to deal with such Collateral and to take such actions in the same manner as the Agent deals with similar property or acts for its own account.

12. Securities and Deposits. The Agent may at any time following and during the continuance of an Event of Default, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon or arising therefrom and hold such income as additional Collateral or apply it to Grantor's obligations under the Purchase Agreement. Whether or not any such obligations are due, the Agent may following and during the continuance of an Event of Default demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for Grantor's obligations under the Purchase Agreement, any deposits or other sums at any time credited by or due from the Agent to the Grantor may at any time be applied to or set off against any of such obligations.

13. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default shall have occurred, the Grantor shall, at the request and option of the Agent, notify the other parties to the Management Agreements that payment thereof is to be made directly to the Agent or to any financial institution designated by the Agent as the Agent's agent therefor, and the Agent may itself, if an Event of Default shall have occurred, without notice to

or demand upon the Grantor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Grantor shall hold any amounts collected or received by the Grantor as trustee for the Agent, as agent for the Secured Parties, without commingling the same with other funds of the Grantor and shall turn the same over to the Agent in the identical form received, together with any necessary endorsements or assignments. The Agent shall apply the proceeds of collection to Grantor's obligations under the Purchase Agreement, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

14. Power of Attorney.

14.1. Appointment and Powers of Agent. The Grantor hereby irrevocably constitutes and appoints the Agent and any officer as agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Grantor or in the Agent's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do the following:

(a) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code or other personal property security legislation of the State or any other relevant jurisdiction and as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Grantor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary or useful to protect, preserve or realize upon the Collateral and the Agent's security interest therein, in order to effect the intent of this Agreement, all no less fully and effectively as the Grantor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to the Grantor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Agent so elects, with a view to causing the liquidation of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Grantor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without the Grantor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Agent may deem appropriate and to execute in the Grantor's name such financing statements and amendments thereto and continuation statements which may require the Grantor's signature.

14.2. Ratification by Grantors. To the extent permitted by law, the Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

14.3. No Duty on Agent. The powers conferred on the Agent hereunder are solely to protect the interests of the Agent, as agent for the Secured Parties, in the Collateral and shall not impose any duty upon the Agent to exercise any such powers. The Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees as agents shall be responsible to the Grantor for any act or failure to act, except for the Agent's own gross negligence or willful misconduct.

15. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Agent, without any other notice to or demand upon the Grantor, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code or other personal property security legislation of the State or any other relevant jurisdiction and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Agent may, so far as the Grantor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Agent shall give to the Grantor at least ten (10) Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Grantor hereby acknowledges that ten (10) Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Grantor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

16. Intentionally Omitted.

17. No Waiver by Agent, etc. The Agent shall not be deemed to have waived any of its rights and remedies in respect of the Debt or the Collateral unless such waiver shall be in writing and signed by the Agent. No delay or omission on the part of the Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Agent with respect to the Debt or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Agent deems expedient.

18. Suretyship Waivers by Grantor. The Grantor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Debt and the Collateral, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution,

exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Agent may deem advisable. The Agent shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Grantor further waives any and all other suretyship defenses.

19. Marshalling. The Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Debt or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights and remedies of the Agent hereunder and of the Agent in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Debt or under which any of the Debt is outstanding or by which any of the Debt is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

20. Proceeds of Dispositions; Expenses. The Grantor shall pay to the Agent and any Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Agent or any Secured Party in protecting, preserving or enforcing the Agent's and/or such Secured Party's rights and remedies under or in respect of any of the Debt or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of Buyer's obligations under the Purchase Agreement in such order or preference as Agent shall determine, proper allowance and provision being made for any obligation not then due. Upon the final payment and satisfaction in full of all of the Buyer's obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Grantor. In the absence of final payment and satisfaction in full of all of each obligations, the Grantor shall remain liable for any deficiency.

21. Overdue Amounts. Until paid, all amounts due and payable by the Grantor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at eighteen percent (18%) per annum.

22. Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE. The Grantor agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State or any federal court sitting therein and consents to the exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor

by mail at the address specified in the Purchase Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

23. Waiver of Jury Trial. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

24. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound, the Grantor has caused this Agreement to be duly executed as of the date first above written.

TIC PROPERTIES MANAGEMENT, LLC,
a Virginia limited liability company

By: _____
Name:
Title:

Accepted:

AGENT:

By: _____
Name:
Title:

Schedule 7

GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into as of _____, 2000, by _____, a _____, having its principal place of business at _____ (the "Guarantor") in favor of _____ (together with its successors and assigns in such capacity, the "Agent"), having a mailing address of _____, individually and as agent for _____ (collectively, the "Obligees").

Section 1. Guaranteed Obligations. This Guaranty is issued by the Guarantor in order to induce DBSI, Inc. (the "Agent") to enter into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 30, 2009, by and between the Agent and TIC Properties Management, LLC, a Virginia limited liability company (the "Buyer"). As used herein, the term "Guaranteed Obligations" means the full, complete and punctual observance, performance, payment and satisfaction of all of the Buyer's obligations arising under the Purchase Agreement. The Guarantor acknowledges receipt and approval of the Purchase Agreement. [The Guarantor owns substantial direct and/or indirect interests in the Buyer] and the Guarantor acknowledges that it will receive substantial economic and other benefits from the Buyer entering into the Purchase Agreement.

Section 2. The Guaranty.

2.1 Agreement of Guaranty.

(a) The Guarantor hereby irrevocably and unconditionally guarantees to the guarantees to Agent, as agent for the Obligees, and their respective successors and assigns, the payment and performance when due of all Guaranteed Obligations. In addition, if the Agent is prevented by law from demanding the payment or performance of any of the Guaranteed Obligations in accordance with the terms of the Purchase Agreement by the operation of any law, rule, or regulation arising from the bankruptcy or insolvency of the Buyer, the Agent, as agent for the Obligees, and their respective successors and assigns, shall be entitled to receive hereunder from the Guarantor, upon demand therefor, the payment of the sums or the performance of the obligations which would have otherwise been due had such demand occurred.

(b) If the Guarantor fails to make when due any payment required to be made by it under this Guaranty (a "Guaranty Payment"), then such Guaranty Payment shall bear interest from such due date until paid at a rate per annum equal to eighteen percent (18%) (the "Default Rate"). Interest accrued hereunder in respect of any Guaranty Payment shall be payable on demand and shall be calculated on the basis of the actual number of days elapsed on the basis of a 360-day year.

2.2 Nature of Obligations. This Guaranty is a guaranty of payment rather than a guaranty of collection and the obligations of the Guarantor hereunder are primary obligations and such obligations shall be absolute and unconditional, irrespective of any illegality, invalidity or unenforceability of or defect in any provision of the Purchase Agreement, or of any obligation of the Buyer thereunder, the absence of any action to enforce the same, the recovery of any

judgment against the Buyer or any action to seek execution thereof (or the lack thereof), or any other circumstance affecting the Buyer (whether or not within the control of the Buyer or the Guarantor) which might otherwise constitute a defense available to, or discharge of, a guarantor or surety. Without limiting the foregoing, no discharge, modification, impairment or limitation of the Purchase Agreement or the Buyer's obligations thereunder or to its creditors generally under or in connection with any bankruptcy, insolvency or similar proceeding or arrangements with creditors or corporate reorganizations shall in any way affect or discharge the Guarantor's obligations under this Guaranty. This Guaranty is a continuing one and all liabilities that apply or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. The Guarantor's obligations hereunder shall not be discharged until all Guaranteed Obligations have been indefeasibly paid or satisfied in full.

2.3 Independence of Guaranty. This Guaranty and the obligations of the Guarantor hereunder are independent of, and may be enforced in full irrespective of the existence of, the obligations (direct or contingent) of the Guarantor or any other person or entity (each a "Person") (including, without limitation, the Buyer or any other guarantor or surety of the Guaranteed Obligations) under any other instrument or agreement in favor of the Agent, as agent for the Obligees, and their respective successors and assigns, with respect to the Guaranteed Obligations. No payment by the Guarantor or any other Person under any other agreement shall under any circumstance diminish, or constitute a defense to, the Guarantor's obligations hereunder until all Guaranteed Obligations have been indefeasibly paid in full.

Section 3. Special Agreements of Guarantor.

3.1 Payments. All payments provided for hereunder shall be effectively made to the Agent at its mailing address in _____, in lawful money of the United States of America (in freely transferable United States dollars and in funds immediately available to the Agent as the Agent may direct), without setoff or counterclaim of any nature.

3.2 Subrogation.

(a) The Guarantor hereby agrees that, until all of the Guaranteed Obligations shall have been indefeasibly paid and satisfied in full, it shall not exercise any right or remedy arising by reason of any performance by it of its guarantee hereof, whether by subrogation, contribution, indemnity or otherwise, against any Person obligated to pay or perform any of the Guaranteed Obligations or against any security for any of the Guaranteed Obligations.

(b) The Guarantor hereby irrevocably waives any claim or other rights which it may now or hereafter acquire against the Buyer that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, any right to participate in any claim or remedy of the Agent, as agent for the Obligees, and their respective successors and assigns, against the Buyer or any collateral which the Agent, as agent for the Obligees, and their respective successors and assigns, now has or hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including without limitation, the right to take or receive from the Buyer

directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to the Guarantor in violation of the preceding sentence and the Guaranteed Obligations shall not have been indefeasibly paid in full, such amount shall be deemed to have been paid to the Guarantor for the benefit of, and held in trust for the benefit of, the Agent, as agent for the Obligees, and their respective successors and assigns, and shall forthwith be paid to the Agent, as agent for the Obligees, and their respective successors and assigns, to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured.

3.3 Waivers, etc. Except to the extent required by law which cannot be waived, the Guarantor waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking other action or making any demand by the Agent or Obligees against, and any other notice to, any party liable thereon (including the Guarantor). The Guarantor agrees that the Agent or any Obligee may at any time and from time to time without the consent of, or notice to, the Guarantor, without incurring responsibility to the Guarantor, without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions and in whole or in part: (a) change the manner, place or terms of, and/or change or extend the time of payment or performance of, renew or alter, any of the Guaranteed Obligations, any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations so changed, extended, renewed or altered; (b) fail to record, perfect or protect, sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure or howsoever securing the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset thereagainst; (c) exercise or refrain from exercising any rights against the Buyer or any other Person (including the Guarantor) or otherwise act or refrain from acting; (d) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Buyer to the creditors of the Buyer (including the Obligees); (e) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Buyer to the Obligees regardless of what liability or liabilities of the Buyer remain unpaid; and/or (f) consent to or waive any breach of, or any act, omission or default under, or modify or amend any provisions of, the Purchase Agreement.

Guarantor further waives (a) any defense based upon an election of remedies by the Agent or any Obligee; (b) any rights or defenses created by any anti-deficiency statutes applicable to the Purchase Agreement; (c) any right to require the Agent or any Obligee to proceed against or exhaust its recourse against the Buyer or any security for the Guaranteed Obligations or to pursue any other remedy before being entitled to payment from the Guarantor or before proceeding against the Guarantor for payment and performance of the Guaranteed Obligations; (d) the defense of the statute of limitations in any action hereunder or for the collection or the performance of the Guaranteed Obligations; (e) any defense that may arise by reason of (i) the incapacity, lack of authority, death or disability of any member of the Buyer or any direct or indirect owner thereof, Guarantor or any other Person, (ii) the revocation or repudiation hereof by the Guarantor or the revocation or repudiation of any of the Purchase

Agreement by the Buyer or any other Person, (iii) the failure of the Agent or any Obligee to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any member of the Buyer or any other Person, (iv) the unenforceability in whole or in part of any of the Purchase Agreement, (v) the Agent's or any Obligee's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code, or (vi) any borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code; and/or (f) any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Buyer; it being the intention hereof that the Guarantor shall remain liable as principal, to the extent set forth herein, until the full payment and performance of all Guaranteed Obligations notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

3.4 Amounts Reclaimed. If claim is ever made upon the Agent or any Obligee or any subsequent holder of any of the Guaranteed Obligations for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations and any of the aforesaid payees repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Buyer) then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon the Guarantor, notwithstanding any revocation hereof or the cancellation of the Purchase Agreement or other instrument evidencing any liability of the Buyer and the Guarantor shall be and remain liable to the aforesaid extent as if such amount had never originally been received by any such payee.

Section 4. Representations, Warranties and Agreements. Guarantor hereby represents and warrants that (a) the execution, delivery and performance by it of this Guaranty and the consummation of the transactions contemplated hereunder and thereunder do not, and will not, contravene any provision of any existing law, rule or regulation or any judgment, injunction, order, decree, franchise or permit applicable to it, or any agreement or instrument to which it or any of its assets is a party or is subject, (b) this Guaranty is its legal, valid and binding obligation, enforceable against the Guarantor in accordance with its terms (except as may be limited by bankruptcy, insolvency, reorganization and other laws affecting the enforcement of creditors' rights generally and to general equitable principles), and (c) there are no actions, suits or proceedings pending or, to its knowledge, threatened against or materially adversely affecting it, and no defaults by it with respect to any agreement or instrument to which it is a party or to which it or its assets is subject, which might (individually or in the aggregate) result in such a material adverse change.

Section 5. Miscellaneous.

5.1 Payment of Expenses, etc. The Guarantor agrees to pay, on demand, for all out-of-pocket reasonable costs and expenses of the Agent or any Obligee arising in connection with the Agent's collection and/or enforcement of this Guaranty and/or the Guaranteed Obligations (including, without limitation, the reasonable fees and disbursements of counsel for the Agent or any Obligee). This Section 5.1 shall survive the repayment of the Guaranteed Obligations and the termination of this Guaranty.

5.2 Modification, Changes, etc. This Guaranty and all instruments referred to herein can be extended, modified or amended only in writing executed by the Agent and the Buyer or the Guarantor, as the case may be, and that none of the rights or benefits of the Agent or any Obligee can be waived permanently except in a written document executed by the Agent. The Guarantor further acknowledges that the Guarantor's understanding that no officer or administrator of the Agent has the power or the authority from the Agent to make an oral extension or modification or amendment of any such instrument or agreement on behalf of the Agent.

5.3. GOVERNING LAW. THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND BE GOVERNED BY, THE LAW OF THE STATE OF DELAWARE.

5.4 Notices. Any notice, report, demand or other instrument authorized or required to be given or furnished shall be deemed given or furnished (i) when addressed to the party intended to receive the same, at the address of such party as set forth below, and delivered at such address or (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid or (iii) when delivered by overnight nationwide commercial courier service, one (1) business day after the date of delivery of such notice to the courier service or (iv) when transmitted by facsimile to the facsimile number set forth below, to the party intended to receive same, provided that such transmission is confirmed by duplicate notice in such other manner as permitted above, upon receipt at such facsimile number:

If to Guarantor: _____

Attention: _____

with copy to (which

shall not constitute

notice): _____

Attention: _____

If to Agent: _____

Attention: _____

with copy to (which
shall not constitute
notice): _____
Attention: _____

If to the Committee: _____

Attention: _____

With copy to (which
shall not constitute
notice): _____
Attention: _____

Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties. Rejection or refusal to accept or inability to deliver because of changed address, or because no notice of changed address was given, shall be deemed to be receipt of any such notice.

5.5 Waiver. The Agent's rights, powers, privileges and remedies under or in connection with this Guaranty and the Purchase Agreement are cumulative and not exclusive and shall not be waived, precluded or limited by any failure or delay in the exercise thereof or by the partial exercise thereof or by any course of dealing between the Guarantor and the Agent or the Buyer and the Agent. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Agent to any other or further action in any circumstances without notice or demand.

5.6 Descriptive Headings, etc. The descriptive headings used in this Guaranty are for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

5.7 Benefit of Guaranty; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Agent and any Obligee (without Guarantor's consent being required) may assign this Agreement to any individual, corporation, limited liability company, partnership, trust, or unincorporated association. Guarantor shall have no right to assign its obligations under

this Agreement without Agent's prior written consent, which consent may be withheld in Agent's sole discretion.

5.8 Jury Trial. THE GUARANTOR, AND BY ACCEPTANCE HEREOF, THE AGENT, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY.

5.9 Joint and Several Liability. If Guarantor consists of more than one person or party, the obligations and liabilities of each person or party shall be joint and several.

5.10 Gender and Number. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

5.11 Counterparts. This Guaranty may be executed in counterpart, each of which shall constitute an original of this Guaranty.

5.12 Severability. In the event that any of the covenants, agreements, terms or provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

(a) 5.13 Agent. In performing its functions and duties under this Guaranty, Agent shall act solely as the agent of the Obligees and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for Guarantor, the Buyer, or any other person or entity. Agent shall administer its obligations hereunder in the same manner and exercising the same standard of care and prudence as it customarily does for similar agreements for its own account. The duties of Agent shall be mechanical and administrative in nature; Agent shall not have by reason of this Guaranty a fiduciary relationship in respect of any Obligee but shall have the duties and obligations expressly set forth herein; and nothing in this Guaranty or any other agreement in connection herewith or the Guaranteed Obligations, expressed or implied, is intended to or shall be so construed as to impose upon Agent any obligations in respect of this Guaranty or any other such agreement except as expressly set forth herein or therein. Except for loss or damage actually incurred arising solely from Agent's gross negligence or willful misconduct, Agent shall not be liable to any Obligee for any action taken or not taken under this Guaranty or in connection with the other such agreement and in no event shall Agent be liable to any Obligee for any consequential or punitive damages in connection with the Guaranteed Obligations, this Guaranty or any other agreement. In this regard and without limiting the foregoing, Agent may consult with independent legal counsel, accountants and other professionals or experts selected by it, and shall not be liable for any action taken or not taken by it or them in good faith in accordance with the advice of such legal counsel, accountants or other professionals or experts selected by Agent in good faith. In no event shall any of Agent's direct or indirect owners, Affiliates, directors, officers, agents or employees be personally liable to Obligees for any action taken or not taken by them under or in connection with this Guaranty or the other agreement in connection herewith or the Guaranteed Obligations.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first above written.

GUARANTOR:

By: _____
Name:
Title:

Schedule 8

TIC PROPERTIES MANAGEMENT, LLC
CORPORATE STRUCTURE

Paul Diesi (12.5%)
TIC Holdings, Inc. (75%) **
Josh Workman (7.5%)
Treavor Gordon (5%)

TIC PROPERTIES, LLC
a South Carolina limited liability company
(100%)

TIC PROPERTIES MANAGEMENT, LLC
a Virginia limited liability company

** TIC Holdings, Inc. is a South Carolina corporation & 100% owned by John Boyd

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Schedule 9

PROPERTY AND ASSET MANAGEMENT AGREEMENT

This PROPERTY AND ASSET MANAGEMENT AGREEMENT is dated as of this _____ day of _____, 2009, by and among the persons set forth on Exhibit B, each of whom have executed a counterpart signature page to this Agreement and that become a party to this Agreement hereafter (each sometimes referred to as a "Tenant in Common" or collectively as the "Tenants in Common"), and TIC Properties Management, LLC, a Virginia limited liability company (the "Property Manager"). Defined terms used herein and not otherwise defined shall have the meanings given in Exhibit A attached hereto.

RECITALS

A. The Tenants in Common own that certain real property located in _____ commonly known as _____ and as more particularly described in Exhibit C attached hereto and incorporated herein (the "Project").

B. The Project is encumbered by a loan from _____ (including its successors and assigns, the "Lender"), in the aggregate original principal amount of \$ _____ (the "Loan").

C. The Loan is evidenced by that certain promissory note in the original principal amount of \$ _____ payable to the Lender (the "Note"), a [Commercial Deed of Trust, Mortgage, Assignment of Rents and Leases, _____] (the "Mortgage") and other documents evidencing or securing the Loan (such Note, Mortgage and other documents evidencing or securing the Loan hereinafter referred to collectively as the "Loan Documents").

D. Each Tenant in Common's percentage interest in the Project ("Interest") is as set forth in Exhibit B attached hereto and incorporated by reference herein.

E. The Project was previously subject to a Master Lease agreement by and among the Tenants in Common, as landlord, and _____, as master lessee (the "Master Lessee"), dated _____, 20_____, (the "Master Lease"), which Master Lease was terminated prior to the effective date of this Agreement. The Tenants in Common desire to engage the Property Manager to supervise, manage, lease, operate, and maintain the Project. The Tenants in Common have previously entered into a Tenants in Common Agreement (the "Tenants in Common Agreement") and a Call Agreement (the "Call Agreement") with respect to the Project.

F. It is intended by the parties hereto that this Agreement comply in all material respects with the requirements for an advance ruling set forth in Revenue Procedure 2002-22, 2002-1 C.B. 733 (the "Revenue Procedure").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**ARTICLE I
COMMENCEMENT AND TERMINATION DATES; AUTHORITY OF TENANTS IN COMMON**

1.1 **Commencement and Termination.** The Property Manager's duties and responsibilities under this Agreement shall begin on the date of execution hereof by the Tenants in Common (the "Start Date") and shall terminate on the earlier of (a) the sale of the Project or any portion thereof, as to such portion of the Project sold only (other than any sale of an undivided interest held by a Tenant in Common to a party that will acquire such interest subject to the Tenants-in-Common Agreement), (b) termination as provided in Article 10, or (c) the 20th anniversary of the Start Date. In the event that the Start Date occurs prior to the Lender's approval of the Property Manager or this Agreement, any obligations of the parties hereunder arising prior to such approval by the Lender, including the obligation to pay any fees or reimbursements accruing under this Agreement during the period prior to such approval, shall be fully enforceable against the responsible party, it being the intent of the parties that their remedies in the event of a failure to obtain such Lender consent be limited to the termination rights set forth in

Section 10.6. The Tenants in Common agree that if for any reason this Agreement is terminated (including any termination pursuant to Section 10.6) prior to the third anniversary of the Start Date hereof, in addition to any other consideration payable to the Property Manager pursuant to the terms of this Agreement the Tenants in Common and their respective principals will be responsible, prior to the effective date of any such termination, for reimbursing the Property Manager for the funds paid by the Property Manager in connection with its acquisition of the asset management/property management role under this Agreement, the amounts of which are reflected on Exhibit E attached hereto, and any Property Manager Loan (as hereafter defined), the initial amounts of which are reflected on Exhibit F attached hereto. The reimbursements reflected on Exhibit E will include, but not necessarily be limited to, any funds paid as a bid or auction price and any administrative or buyout costs incurred by the Property Manager.

1.2 Approval of the Tenants in Common. Whenever in this Agreement the approval, consent or other action by the Tenants in Common is required or otherwise appropriate, the unanimous approval, consent or other action of the Tenants in Common shall be required to approve: (a) this Agreement and all amendments and renewals hereof in accordance with Section 13.2; (b) all leases, lease amendments and lease renewals in accordance with Section 2.6; (c) all financing and refinancing of the Project; and (d) sale, exchange or other disposition of the Project. All other actions in this Agreement requiring approval of the Tenants in Common may be taken by the Tenants in Common owning more than 50% of the undivided interests in the Project. Except as otherwise set forth in this Agreement, whenever in this Agreement the consent or approval of the Tenants in Common is required or otherwise requested, each Tenant in Common shall have seven days after the date on which the request for consent or approval is given in which to approve or disapprove of the matter in writing. If a Tenant in Common does not disapprove of the matter within such seven-day period by providing written notice to the Property Manager and the other Tenants in Common, the Tenant in Common shall be deemed to have approved the matter. The Property Manager shall have no obligation hereunder to comply with any requests or direction made by less than all of the appropriate percentage of the Tenants in Common pursuant to this Section 1.2.

(b) Notwithstanding the foregoing, whenever the consent or approval of the Tenants in Common is required or otherwise requested with respect to any (i) sale or exchange of all or a portion of the Project, (ii) loan secured by the Project ("Loan") or modification of any Loan, or (iii) loan from the Property Manager, its successor or any other property or asset manager as set forth in Section 7.3 hereof, the Tenants in Common shall have thirty days after the date the request for consent or approval is received in which to approve or disapprove of the matter. If a Tenant in Common does not disapprove of such matter by providing written notice to the Property Manager and the other Tenants in Common within such thirty day period, the Tenant in Common shall be deemed to have approved the matter.

ARTICLE 2 PROPERTY MANAGER'S RESPONSIBILITIES

2.1 Status of the Property Manager. The Tenants in Common and the Property Manager do not intend to form a joint venture, partnership or similar relationship. Instead, the parties intend that the Property Manager shall act solely in the capacity of an independent contractor for the Tenants in Common. Nothing in this Agreement shall cause the Property Manager and the Tenants in Common to be joint venturers or partners of each other, and neither shall have the power to bind or obligate the other party by virtue of this Agreement, except as expressly provided in this Agreement. Nothing in this Agreement shall deprive or otherwise affect the right of either party to own, invest in, manage or operate, or to conduct business activities which compete with, the Project. The foregoing notwithstanding, Property Manager makes no representation or warranty with respect to, nor will the Property Manager have any liability with respect to any failure of, this Agreement to comply with the terms of the Revenue Procedure, other than any non-compliance that results from the Property Manager's failure to comply with the terms of this Agreement.

2.2 Management. The Property Manager shall manage, operate and maintain the Project in an efficient, economic and satisfactory manner and shall manage the performance of everything reasonably necessary for the proper operation of the Project for the tenants thereof and the protection of the interests of the Tenants in Common, subject to (a) applicable governmental requirements and (b) the terms and provisions of this Agreement. At the expense of each of the Tenants in Common, based on their undivided interests in the Project, the Property Manager shall keep the Project clean and in good repair, shall order and supervise the completion of such repairs as may be required and shall generally do and perform, or cause to be done or performed, all things necessary, required

or desirable for the proper and efficient management, operation and maintenance of the Project; provided each of the Tenants in Common, based on their undivided interests in the Project, in a manner reasonably satisfactory to the Property Manager, makes available to the Property Manager sufficient sums to pay the costs thereof. The Property Manager shall perform all services in a diligent and professional manner. In addition to the foregoing, the Property Manager shall have exclusive responsibility for interfacing and communicating with the Lender in connection with the Loan, including, without limitation, Lender and its successors and assigns, and shall (i) make all day-to-day business decisions customarily provided by a property manager and (ii) perform all services customarily provided by a property manager with respect to interfacing with a lender, including, without limitation, designating changes in address, receiving any and all notices (including without limitation default notices on behalf of the Tenants in Common), requesting waivers of provisions in any documents, including any Loan Documents and negotiating conditions to any such requested waivers that might be granted by any such owner and holder, depositing rents or other revenues in any lockbox account maintained under such Loan Documents, receiving into an operating account to be maintained by the Property Manager for the benefit of the Tenants in Common all disbursements made out of any such lockbox to the Tenants in Common as the borrower thereunder for the payment of operating expenses of the Project, or otherwise to be made to or to the account of the Tenants in Common as such borrower, requesting and receiving any amounts out of any reserve accounts or escrow accounts maintained by the Lender on account of repairs, capital improvements, tenant improvements, leasing commissions, real estate taxes and assessments and insurance proceeds or otherwise.

2.3 Employees/Independent Contractors of the Property Manager. The Property Manager shall employ, directly or through third-party contractors (for example, an employee-leasing company or on-site property manager), at all times, a sufficient number of capable employees and/or independent contractors to enable the Property Manager to properly, adequately, safely and economically manage, operate and maintain the Project. All matters pertaining to the supervision of such employees shall be the responsibility of the Property Manager. All salaries and benefits and positions of employees who perform work in connection with the Project shall be consistent with the Budget (as defined in Section 2.5).

2.4 Compliance with Laws, Mortgages and Other Matters.

(a) The Property Manager shall use reasonable efforts to comply, and cause the Project to be in compliance, with Loan Documents and all applicable governmental requirements, including by way of illustration, but not limitation, Board of Fire Underwriters or other similar body, relative to the performance of its duties hereunder, ordinances, rules, regulations and requirements. The Property Manager may implement such procedures with respect to the Project as the Property Manager may deem advisable for the more efficient and economic management and operation thereof. The Property Manager shall pay from the Operating Account (as defined in Section 6.2) expenses incurred to remedy violations of laws. However, the Property Manager shall not be obligated to remedy violations of law if sufficient funds are not available in the Operating Account or if the Tenants in Common do not provide sufficient additional funds to do so.

(b) The Property Manager shall furnish to the Tenants in Common, promptly after receipt, any notice of violation of any governmental requirement or order issued by any governmental entity, any Board of Fire Underwriters or other similar body against the Project, any notice of default from the holder of any Loan Document, or any notice of termination or cancellation of any insurance policy (which is not immediately replaced by the Property Manager).

(c) The cost of filing fees and other official expenses associated with each Tenant in Common's limited liability company (LLC) may be paid by the Property Manager either out of working capital reserves or, if necessary, out of each Tenant in Common's share of cash flow from the Project, unless such Tenant in Common specifically elects to pay such costs directly, or until the Tenant in Common sells its interest in the Project. The Property Manager shall reasonably assist the Tenants in Common with respect to maintaining the good standing of the Tenants in Common under applicable state laws. The foregoing notwithstanding, the Property Manager shall not be responsible for filing any tax returns or for advancing any funds from the Property Manager's funds necessary to cover any expenditures from the Tenants in Common that are required to maintain such status.

2.5 Budgets and Operating Plan.

(a) The Property Manager will prepare and submit within thirty (30) days after the date of this Agreement, to the Tenants in Common an initial capital and operating budget ("Budget"), for the operation, leasing, repair, maintenance and improvement of the Project for the balance of the current calendar year, and such initial Budget shall be approved or disapproved by the Tenants in Common in accordance with the same procedure as set forth in this Section 2.5(a). The Budget is and shall be presented on a monthly, cash basis. The Property Manager shall deliver to the Tenants in Common for approval by the Tenants in Common holding a majority of the undivided interests in the Project each subsequent Budget for each subsequent calendar year at least thirty (30) days prior to the end of the calendar year before the budget year. Each Tenant in Common shall be deemed to have approved the Budget contained therein and each subsequent Budget unless the Tenants in Common, by holders of a majority of the undivided interests in the Project, provide written notice to the Property Manager and the other Tenants in Common indicating specific objection to certain Budget items within seven days after the date on which the Budget is given to the Tenants in Common. In the event Tenants in Common holding a majority of the undivided interests in the Project do not approve a Budget, the disputing Tenants in Common shall negotiate in good faith with the Property Manager and the other Tenants in Common for 15 days to resolve the issue. If the parties are unable to reach an agreement during such 15-day period, the issue shall be resolved by binding arbitration as set forth in Section 13.12 with (i) each of the disputing Tenant(s) in Common to pay its pro rata share, based upon its undivided interest(s) in the Project, of 50% of the cost of such arbitration, and (ii) all the other Tenants in Common to pay their pro rata share, based upon their undivided interests in the Project, of 50% of the costs of such arbitration. The Property Manager may proceed under the terms of the proposed Budget for items that are not objected to and may take any action with respect to items not approved for Emergency Expenditures (as defined in Section 2.5(b)). In the event that the items that are objected to are operational expenditures as opposed to capital expenditures, the Property Manager shall be entitled to operate the Project using the prior year's Budget (subject to fixed increases for costs such as taxes, insurance premiums and the like, for which the prior year's Budget shall be deemed increased) until approval is obtained. The Property Manager shall provide any Tenant in Common with such information regarding the Budget as may be, from time to time, reasonably requested by such Tenant in Common in writing. The Property Manager may at any time submit a revised Budget to the Tenants in Common, and the Tenants in Common shall approve or disapprove such revised Budget in accordance with the same procedure as set forth in this Section 2.5(a).

(b) The Property Manager shall charge all expenses to the proper account as specified in the Budget, provided that the Property Manager may reallocate savings from one line item to other line items, for the benefit of the Tenants in Common, without further approval. The Property Manager shall submit (subject to the same procedures as set forth in Section 2.5(a)) a revised Budget to the Tenants in Common before making any expenditure not within the Budget unless the expenditure is (i) \$50,000 or less for any one item, (ii) is required to avoid personal injury, material property damage, a default under any loan encumbering the Project, a violation of applicable law or the suspension of a service (collectively, "Emergency Expenditures"), (iii) is, in the Property Manager's reasonable judgment, needed for repairs or refurbishments to the Project and there are sufficient funds on account in the Capital Reserves or other reserve accounts (but not the Operating Account) from which to fund such expenditure, or (iv) is needed for renovations to the Project following a casualty (such expenditures in (i), (ii), (iii) and (iv) being referred to collectively as the "Expenditure Parameters"). The Expenditure Parameters may be amended from time to time by the Property Manager following approval by the Tenants in Common in accordance with Section 2.5(a). Notwithstanding any provision herein to the contrary, the Property Manager shall not make any expenditure which the Tenants in Common holding a majority of the undivided interests in the Project have expressly prohibited pursuant to a written notification to the Property Manager.

(c) Together with the submission of a Budget, the Property Manager shall submit each year to the Tenants in Common: (i) a marketing plan for the Project (the "Marketing Plan") and (ii) an operating plan for the general operation and maintenance of the Project (collectively with the Marketing Plan, the "Operating Plan"). The Property Manager may at any time submit a revised Operating Plan to the Tenants in Common.

2.6 Leasing.

(a) Each Tenant in Common hereby approves (i) all Leases (as hereinafter defined) presently in effect on the date hereof and (ii) the Property Manager's standard lease form, a copy of which is attached hereto

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as Exhibit D and made a part hereof. New leases, amendments, and renewals shall be subject to the procedures described in Section 2.6(b). To the extent required by the Loan Documents, the consent of the Lender shall be obtained prior to amending the standard lease form.

(b) The Property Manager shall use commercially reasonable efforts to obtain tenants for all rentable area in the Project and to renew leases and rental agreements (collectively, "Leases") as provided herein. In accordance with Section 6.5 of the Revenue Procedure, lease terms must be approved by a unanimous consent of the Tenants in Common unless a lease is for one percent (1%) or less of the net rentable area of the Project and such lease is on a standard form which has been unanimously approved in advance by the Tenants in Common, in which case the Property Manager can approve such lease. Lease terms will be deemed approved ("Approved Leases") unless a Tenant in Common gives written notice of rejection to the Property Manager and the other Tenants in Common within seventy-two (72) hours of receipt of such lease terms. In addition, the Tenants in Common hereby grants to the Property Manager a special power of attorney to execute Approved Leases. If any Tenant in Common objects to any such leasing matters within seventy-two (72) hours as provided above, the Property Manager will not have authority to execute the rejected leases on behalf of the Tenants in Common.

(c) Notwithstanding anything to the contrary contained herein, the Property Manager shall provide only ordinary and customary services (as defined in the Revenue Procedure) to tenants of the Project and others and shall provide no unusual or non-customary services to the tenants or any other parties on behalf of the Tenants in Common.

(d) Except as provided in the Operating Plan, the Property Manager shall not, without the prior written approval of the Tenants in Common, give free rental or discounts or rental concessions to any employees, officers or partners of the Property Manager or anyone related to such employees, officers or partners, unless such discounts or concessions are in lieu of salaries or other benefits to which they would be contractually entitled. The Property Manager shall not lease any space in the Project to itself or to any of its affiliates or subsidiaries, except as provided in the Operating Plan, without the prior written consent of the Tenants in Common.

(e) The Property Manager shall reasonably investigate all prospective tenants and shall not rent to persons not meeting the credit standards reasonable for the market. The Property Manager shall retain any related information for the duration of the tenancy and shall make it available to the Tenants in Common upon reasonable written request. The Property Manager does not guarantee the accuracy of any such information or the financial condition of any tenant.

(f) The Property Manager and the Tenants in Common agree that there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, religion, creed, handicap, sex or national origin in the leasing of the Project, nor shall the Tenants in Common or the Property Manager permit any such practice or practices of discrimination or segregation with respect to the selection, location, number or occupancy of tenants.

(g) The Property Manager shall engage contractors, engineers, architects and other consultants on behalf of the Tenants in Common to design and construct improvements to the Project other than those required to be performed by tenants under their Leases. For any contract requiring capital expenditures in excess of \$50,000, the Property Manager shall follow the bidding procedures specified in Section 2.9.

2.7 Collection of Rents and Other Income. The Property Manager shall bill all tenants and shall use commercially reasonable efforts to collect all rent and other charges due and payable from any tenant or from others for services provided in connection with the Project. The Property Manager shall deposit all monies so collected in the Operating Account unless otherwise required by the Loan Documents affecting the Project. The Property Manager shall allocate all income, revenue and expense from the Project to the Tenants in Common.

2.8 Repairs and Maintenance. The Property Manager shall maintain the buildings, appurtenances and grounds of the Project (other than areas which are the responsibility of tenants), including without limitation all repairs, cleaning, painting, decorations and alterations (for example electrical, plumbing, carpentry, masonry, elevators), and such other routine repairs as are necessary or reasonably appropriate in the course of maintenance of the Project (subject to the limitations of this Agreement). The Property Manager shall pay actual and reasonable

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expenses for materials and labor for such purposes from the Operating Account. However, the Property Manager shall provide only ordinary and customary services to tenants of the Project and shall provide no other services to the tenants or others on behalf of the Tenants in Common.

2.9 Capital and Other Expenditures. Provided that the Property Manager follows the bid procedures prescribed below, if applicable, the Property Manager may make any capital and other expenditure, without any further consent of the Tenants in Common, if such expenditure is within any Budget approved by the Tenants in Common or is within the Expenditure Parameters. All other expenditures shall be subject to submittal of a revised Budget to the Tenants in Common. Unless the Tenants in Common specifically waive such requirements, or approve a particular contract, the Property Manager shall award any contract for a capital improvement exceeding \$50,000 in cost on the basis of competitive bidding, solicited from a minimum of two written bids. The Property Manager shall accept the bid of the lowest bidder determined by the Property Manager to be responsible, qualified and capable of completing such improvements on a reasonable schedule.

2.10 Service Contracts, Supplies and Equipment.

(a) The Property Manager may enter into or renew any customary contract for cleaning, maintenance, repairing or servicing the Project or any of the constituent parts of the Project (including contracts for fuel oil, security or other protection, extermination, landscaping, HVAC service, architects or engineering services) contemplated by the Budget and/or the Operating Plan with any unrelated third party without the consent of the Tenants in Common. Each such service contract shall (a) be in the name of the Tenants in Common or in the name of the Property Manager as agent for the Tenants in Common (b) be assignable to the transferee of the Tenants in Common, and (c) reflect fair market terms for the locale in which the Project is located.

(b) If this Agreement terminates pursuant to Article 10, the Property Manager, at the option of the Tenants in Common, shall assign to the nominee of the Tenants in Common all of the Property Manager's interest in the service agreements pertaining to the Project.

(c) At the expense of the Tenants in Common, the Property Manager shall purchase, provide and pay for all needed janitorial and maintenance supplies, tools and equipment, restroom and toilet supplies, light bulbs, paints and similar supplies necessary to the efficient and economical operation and maintenance of the Project. Such supplies and equipment shall be the property of the Tenants in Common based on their undivided interests in the Project. All such supplies, tools and equipment generally shall be delivered to and stored at the Project and shall be used only in connection with the management, operation and maintenance of the Project.

(d) The Property Manager shall use reasonable efforts to purchase all goods, supplies or services at the lowest cost reasonably available from reputable sources in the metropolitan area where the Project is located. In making any contract or purchase hereunder, the Property Manager shall use reasonable efforts to obtain favorable discounts for the Tenants in Common, and all discounts, rebates or commissions under any contract or purchase order made hereunder shall inure to the benefit of the Project. The Property Manager shall make payments under any such contract or purchase order to enable the Tenants in Common to take advantage of any such discount if the Tenants in Common provide sufficient funds therefor.

2.11 Taxes and Mortgages. The Property Manager, unless otherwise requested, shall obtain and verify bills for real estate and personal property taxes, general and special real property assessments and other like charges (collectively, "Taxes") which are, or may become, liens against the Project. The Property Manager may appeal such Taxes as the Property Manager may decide, in its reasonable judgment, to be prudent. The Property Manager shall report any such Taxes that materially exceed the amounts contemplated by the Budget to the Tenants in Common prior to the Property Manager's payment thereof, if applicable. The Property Manager, if requested by the Tenants in Common, will cooperate to prepare an application for correction of the assessed valuation to be filed with the appropriate governmental agency. The Property Manager shall pay, within the time required to obtain discounts, from funds provided by the Tenants in Common or from the Operating Account, all utilities, Taxes and payments due under each Lease or Loan Document, including debt service, reserves or other payments due, if any, affecting the Project. To the extent contemplated by the Budget and/or the Operating Plan (as either may be revised from time to time), the Property Manager may make any such payments and pay customary rates to tax professional for related tax services without the approval of the Tenants in Common.

2.12 Tenant Relations; Compliance. The Property Manager will use reasonable efforts to develop and maintain good relations with the tenants of the Project. The Property Manager shall use reasonable efforts to retain existing tenants in the Project and, after completion of the initial leasing activity for new tenants, to retain such tenants. The Property Manager shall use reasonable efforts to secure compliance by the tenants with the terms and conditions of their respective Leases.

2.13 Miscellaneous Duties. The Property Manager shall:

(a) maintain at the Property Manager's office address as set forth beneath its signature hereto, or at the Property Manager's regional field office, and readily accessible to the Tenants in Common, orderly files containing rent records, insurance certificates, Leases and subleases, correspondence, received bills and vouchers, bank statements, canceled checks, deposit slips, debit and credit memos, and all other documents and papers pertaining to the Project or the operation thereof;

(b) provide information about the Project necessary for the preparation and filing by each of the Tenants in Common of their individual income or other tax returns required by any governmental authority, including annual statements, identifying each Tenant in Common's undivided percentage of all expenses paid and income received by such Tenant in Common;

(c) consider and record tenant service requests in systematic fashion showing the action taken with respect to each, and thoroughly investigate and report to the Tenants in Common in a timely fashion with appropriate recommendations all complaints of a nature which might have a material adverse effect on the Project or the Budget;

(d) monitor the moving in and out of tenants and subtenants; arrange, to the extent possible, the dates thereof to minimize disturbance to the operation of the Project and inconvenience to other tenants or subtenants; and render an assessment for damages and a recommendation on the disposition of any deposit held as security for the performance by the tenant under its Lease with respect to each unit vacated;

(e) check all bills received for the services, work and supplies ordered in connection with maintaining and operating the Project and, except as otherwise provided in this Agreement, pay such bills when due and payable;

(f) not knowingly permit the use of the Project for any purpose that might void any policy of insurance held by the Tenants in Common or which might render any material loss thereunder uncollectible;

(g) monitor and oversee any litigation regarding any matter affecting the use or operation of the Project, including any proceedings to collect rents from, or exercise any rights under any lease with, any tenant at the Project, including the selection and hiring of counsel with respect to representation for the Tenants in Common or the Property Manager with respect to such matters;

(h) assist the Tenants in Common with risk management analysis with respect to the Project, including offering recommendations with respect to applicable insurance under, and subject to the limitations of, Section 3.1 (b) below.

All such records created with respect to the foregoing activities are the property of the Tenants in Common and originals or copies thereof will be delivered to the Tenants in Common upon written request and at the expense of the requesting Tenant(s) in Common.

2.14 Right to Subcontract Property Management Functions. The Property Manager reserves the right, in its sole discretion, to subcontract some or all of the property management functions described herein to local property managers and certain other parties (which may be affiliates). The Property Manager shall notify the Tenants in Common in the event some or all of the property management functions described herein are subcontracted to such local property managers or other parties. However, except as expressly provided herein, the fees to be paid to the Property Manager under this Agreement are inclusive of fees payable to such third parties.

ARTICLE 3
INSURANCE

3.1 Insurance.

(a) The Property Manager, at the Tenants in Common's expense, based on their undivided interests in the Project, will obtain and keep in force (or require the tenants under the Leases to obtain and keep in force) adequate insurance against physical damage (such as fire with extended coverage endorsement, boiler and machinery) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Project, as contemplated by the Operating Plan to the extent available at commercially reasonable rates. Such insurance shall be obtained for the benefit of each of the Tenants in Common and must satisfy the requirements of the Loan Documents. The Property Manager shall not be required to obtain terrorism, earthquake or flood insurance unless required by the Loan Documents or expressly directed to do so by a specific written notice from the Tenants in Common, but may do so in the Property Manager's reasonable discretion. The Property Manager shall be a named insured on all property damage insurance and an additional insured on all liability insurance maintained with respect to the Project. The Property Manager shall distribute all insurance proceeds in accordance with the terms of the Loan Documents. In the event that the Property Manager receives insurance proceeds that are not governed by the terms of the Loan Documents, the Property Manager will either (i) use such proceeds to replace, repair or refurbish the Project or (ii) distribute such proceeds to the Tenants in Common, as directed by the Tenants in Common. Any insurance proceeds distributed to the Tenants in Common will be distributed subject to the fees owed to the Property Manager pursuant to this Agreement.

(b) As part of the Operating Plan, the Property Manager shall advise the Tenants in Common in writing and make recommendations with respect to the proper insurance coverage for the Project, taking into account the insurance requirements set forth in any Loan Document, shall furnish such information as the Tenants in Common may reasonably request to obtain insurance coverage and shall reasonably aid and cooperate with respect to such insurance and any loss thereunder. The Tenants in Common acknowledge that the Property Manager is not a licensed insurance agent or insurance expert. Accordingly, the Property Manager shall be entitled to rely on the advice of a reputable insurance broker or consultant regarding the proper insurance for the Project.

(c) Subject to the provisions of the Loan Documents, the Property Manager shall investigate and submit, as soon as reasonably possible, a written report to the insurance carrier and the Tenants in Common as to all accidents, claims for damage relating to the ownership, operation and maintenance of the Project, any damage to or destruction of the Project and the estimated costs of repair thereof, and prepare and file with the insurance company in a timely manner required reports in connection therewith. Notwithstanding the foregoing, the Property Manager shall not be required to give such notice to the Tenants in Common if the amount of the claims, damage or destruction, as reasonably estimated by the Property Manager, does not exceed \$50,000 for any one occurrence. Subject to the provisions of the Loan Documents, the Property Manager shall settle all claims against insurance companies arising out of any policies, including the execution of proofs of loss, the adjustment of losses, signing and collection of receipts and collection of money, except that the Property Manager shall not settle claims in excess of \$50,000 without submitting prior notice to or getting the approval from the Tenants in Common.

3.2 Additional Insurance. Any insurance obtained by the Property Manager solely for its own account, and not for the benefit of the Tenants in Common or the Project, shall be at the Property Manager's own expense, and any such insurance payments shall be for the Property Manager's sole benefit.

3.3 Contractor's and Subcontractor's Insurance. The Property Manager shall require all contractors and subcontractors entering upon the Project to perform material services to have insurance coverage at the contractor's or subcontractor's expense, in the following minimum amounts or such other amounts as may be required under the terms of any mortgage on the Project: (a) worker's compensation - statutory amount; (b) employer's liability (if required) - \$500,000; and (c) comprehensive general liability insurance, including comprehensive auto liability insurance covering the use of all owned, non-owned and hired automobiles, with bodily injury and property damage limits of \$750,000 per occurrence. The Property Manager may waive such

requirements in its reasonable discretion. The Property Manager shall obtain and keep on file a certificate of insurance which shows that each contractor and subcontractor is so insured.

3.4 Waiver of Subrogation. To the extent available at commercially reasonable rates, all property damage insurance policies required hereunder shall contain language whereby the insurance carrier thereunder waives any right of subrogation it may have with respect to the Tenants in Common or the Property Manager.

ARTICLE 4 FINANCIAL REPORTING AND RECORD KEEPING

4.1 Books of Accounts. The Property Manager shall maintain adequate and separate books and records for the Project with the entries supported by sufficient documentation to ascertain their accuracy with respect to the Project. Such books and records shall contain a separate accounting of all items of income and all items of expenses for each Tenant in Common. The Tenants in Common agree to provide to the Property Manager any financial or other information reasonably requested by the Property Manager to carry out its services hereunder. The Property Manager shall maintain such books and records, including separate accounting records for each Tenant in Common's income and expense of the Project, at the Property Manager's office set forth beneath its signature hereto or at the Property Manager's regional field office. The Property Manager shall ensure such control over accounting and financial transactions as is reasonably necessary to protect the Tenants in Common's assets from theft, material error or fraudulent activity by the Property Manager's employees. The Property Manager shall bear losses arising from such instances, including without limitation the following:

- (a) theft of assets by the Property Manager's employees, principals or officers or those individuals associated or affiliated with the Property Manager;
- (b) overpayment or duplicate payment of invoices arising from either fraud or gross negligence, unless credit is subsequently received by the Tenants in Common;
- (c) overpayment of labor costs arising from either fraud or gross negligence, unless credit is subsequently received by the Tenants in Common;
- (d) overpayment resulting from payment from suppliers to the Property Manager's employees or associates arising from the purchase of goods or services for the Project; and
- (e) unauthorized use of facilities by the Property Manager or the Property Manager's employees or associates.

4.2 Financial Reports and Other Notifications. On or about the 45th day after the end of the first, second and third calendar quarters and on or about the 60th day after the end of the fourth calendar quarter, the Property Manager shall furnish to the Tenants in Common a report of all material transactions occurring during such prior quarter. This report shall show all delinquencies, uncollectible items, vacancies and other material matters pertaining to the management, operation and maintenance of the Project during the quarter. The Property Manager also shall deliver to the Tenants in Common within a reasonable time after (a) the close of each calendar quarter a statement of income and expenses for the Project, and (b) the termination of this Agreement, a statement of income and expenses and a balance sheet for the Project. The statement of income and expenses, the balance sheet, and all other financial statements and reports shall be prepared on a cash basis and in compliance with all reporting requirements relating to the operating of the Project and required under any Loan Document. The Property Manager also shall deliver written notice to the Tenants in Common within a reasonable time after its receipt of any written notice from any tenant of the Project, any lender holding any indebtedness secured by the Project or any governmental entity which claims that the Tenants in Common, the Property Manager and/or the Project is in default of any obligation (including those set forth in the Loan Documents), regulation or statute pertaining to such party (as it relates to the Project) or the Project itself.

4.3 Supporting Documentation. At the expense of the Tenants in Common, the Property Manager shall maintain and make available at the Property Manager's office, as set forth beneath its signature hereto or at the

Property Manager's regional field office, all necessary records and documents whatsoever relating to the Project, including copies of the following, where available:

- (a) all bank statements, bank deposit slips, bank debit and credit memos, and bank reconciliations;
- (b) detailed cash receipts and disbursement records;
- (c) detailed aging of receivables;
- (d) rent roll of tenants and leases;
- (e) paid invoices (or copies thereof);
- (f) summaries of adjusting journal entries as part of the annual accounting process;
- (g) supporting documentation for payroll, payroll taxes and employee benefits;
- (h) unpaid invoices (or copies thereof); and
- (i) information regarding the operation of the Project necessary for preparation by each Tenant in Common of such Tenant in Common's individual tax returns.

In addition, the Property Manager shall deliver to the Tenants in Common, with the quarterly financial statements, copies of the documents described in subsections (c) and (d) above.

4.4 Information Sharing. The parties hereto acknowledge receipt of the Property Managers' privacy policy (which may be amended from time to time in the Property Manager's sole discretion) relating to disclosure of information in limited circumstances for purposes related to the provisions of services pursuant to this Agreement, the terms of which are incorporated herein by reference.

4.5 Loan Reporting Requirements. Notwithstanding the foregoing, Manager shall also comply with all reporting requirements relating to the Project required under the Loan Documents.

ARTICLE 5 RIGHT TO AUDIT

Each of the Tenants in Common and their representatives may, upon delivery to the Property Manager of at least seven days prior notice, examine all books, records and files maintained for the Tenants in Common by the Property Manager; provided, however, that in the absence of defects in internal control or errors in record keeping, any single Tenant in Common may not audit the Property Manager more often than once in any twelve-month period. The Tenants in Common may perform any audit or investigations relating to the Property Manager's activities at any office of the Property Manager if such audit or investigation relates to the Property Manager's activities for the Tenants in Common. Should any of the Tenants in Common discover defects in internal control or errors in record keeping, the Property Manager shall undertake with all appropriate diligence to correct such discrepancies either upon discovery or within a reasonable period of time. The Property Manager shall inform the Tenants in Common in writing of the action taken to correct any audit discrepancies.

ARTICLE 6 BANK ACCOUNTS

6.1 Bank Accounts. The Property Manager shall establish and maintain, in reputable banks or financial institutions designated by the Property Manager, separate bank accounts for the benefit of the Tenants in Common (the "Bank Accounts"). All monies collected from or in connection with the Project shall be deposited in

the Bank Accounts, except as otherwise required by any Loan Document affecting the Project. Any Bank Accounts maintained by a third-party property manager shall be in the name or for the benefit of the Tenants in Common.

6.2 Operating Account. The Property Manager shall, subject to the terms of the Loan Documents, be permitted to deposit and make withdrawals from a master Bank Account. The Property Manager shall maintain books and records of deposits and withdrawals credited and charged to each Tenant in Common's sub-account (such master account together with any interest earned thereon, shall hereinafter be referred to as the "Operating Account"). The Property Manager shall, to the extent of available funds generated from the project or remitted by the Tenants in Common, use reasonable efforts to maintain the Operating Account so that an amount at least as great as the budgeted operating expenses for such month is in the Operating Account as of the first of each month. Subject to the availability of funds, the Property Manager shall pay from the Operating Account, on behalf of the Tenants in Common with respect to their share of Project operating expenses based on their undivided interests in the Project, the operating expenses of the Project and any other payments relating to the Project as required by this Agreement. If more than one Bank Account is necessary to operate the Project, each account shall have a unique name. Within three (3) months after receipt by the Property Manager, all rents and other funds collected in the Operating Account after payment of all operating expenses, debt service and such amounts as may be determined by the Property Manager to be retained for reasonable or required reserves or improvements shall, to the extent permitted under the Loan Documents, be paid to the Tenants in Common, in proportion to their respective undivided interests in the Project.

6.3 Security Deposit Account. Subject to the terms of the Loan Documents, if applicable law requires a segregated account of security deposits, the Property Manager will open, on behalf of the Tenants in Common, a separate account at a reputable bank or other financial institution. The Property Manager shall maintain such account in accordance with applicable law. The Property Manager shall use the account only to maintain security deposits on behalf of the Tenants in Common. The Property Manager shall maintain detailed records of all security deposits deposited and allow the Tenants in Common or their designees access to such records. The Property Manager may return such deposits to any tenant in the ordinary course of business in accordance with the terms of the applicable Lease and applicable law. The foregoing notwithstanding, the Property Manager shall have no liability with respect to, and shall be indemnified and held harmless by the Tenants in Common with respect to, any security deposits paid by any tenants prior to the date of this Agreement that were not turned over to the Property Manager by the Tenants in Common.

6.4 Capital Reserves Account. Subject to the terms of the Loan Documents, the Property Manager will also open, on behalf of the Tenants in Common, a separate account to hold any capital reserves established for the benefit of the Tenants in Common (exclusive of reserves required by the Lender to be held by the Lender). The capital reserves shall be available to the Property Manager for use in connection with making capital improvements to the Project, provided that any withdrawals of the capital reserves satisfy the Expenditure Parameters set forth in Section 2.5(b) or are otherwise approved by the Tenants in Common. The Tenants in Common may from time to time upon unanimous approval of the Tenants in Common in accordance with Section 1.2, make additional deposits into the capital reserves account to be held and administered in accordance with this Agreement. Upon a sale of the Project any capital reserves remaining in the capital reserves account, after deduction for costs and expenses relating to such sale or disposition and payment of final operating invoices, shall be returned to the Tenants in Common.

6.5 Access to Accounts. As authorized by signature cards, representatives of the Property Manager shall have access to and may draw upon all funds in the accounts described in Sections 6.1, 6.2, 6.3 and 6.4 without the approval of the Tenants in Common. In addition, representatives of the Property Manager may draw upon any funds escrowed or held in reserve accounts for expenditures within the Expenditure Parameters or within an approved budget without the approval of the Tenants in Common, provided the requirements of Section 2.9 and any additional Lender requirements are satisfied. The Tenants in Common may not withdraw funds from such accounts without the Property Manager's prior written consent, except following the Property Manager's default after expiration of any applicable notice and cure periods or the termination of this Agreement.

ARTICLE 7
PAYMENTS OF EXPENSES

7.1 Costs Eligible for Payment from Operating Account. The Property Manager shall pay all expenses of the operation, maintenance and repair of the Project contemplated by the Budget directly from the Operating Account or shall be reimbursed by the Tenants in Common, subject to the conditions set forth in Section 2.5, and further subject to the condition that any such expenses are not the result of the Property Manager's gross negligence or willful misconduct, including without limitation the following:

- (a) costs of the gross salary and wages or proportional shares thereof, payroll taxes, worker's compensation insurance, and all other benefits of employees for example, personnel that are on site and/or operating from the regional field office of the Property Manager or its affiliate) reasonably required to manage, operate, maintain and repair the Project properly, adequately, safely and economically, subject to this Agreement, provided that the Property Manager shall not pay such employees in advance;
- (b) costs to correct the violation of any governmental requirement relating to the leasing, use, repair and maintenance of the Project, relating to any Loan default or relating to the rules, regulations or orders of the local Board of Fire Underwriters or other similar body;
- (c) actual and reasonable costs of making all repairs, decorations and alterations;
- (d) costs incurred by the Property Manager in connection with all service agreements;
- (e) costs of collection of delinquent rents collected by a collection agency or attorney;
- (f) legal fees of attorneys, including those fees set forth in Section 7.4 below;
- (g) costs of capital expenditures subject to the restrictions in Section 2.9 and in this Section 7.1;
- (h) costs of printed checks for each account required for the Project and the Tenants in Common;
- (i) costs of advertising;
- (j) costs of printed forms and supplies required for use at the Project;
- (k) management compensation set forth in Article 9;
- (l) the cost of tenant improvements to the Project;
- (m) all hiring, relocation and termination costs for any employee;
- (n) broker's commissions;
- (o) debt service;
- (p) the cost of utilities, services, contractors and insurance;
- (q) reimbursement of the Property Manager's out-of-pocket costs and expenses to the extent not prohibited by Article 8;
- (r) general accounting and reporting services within the reasonable scope of the Property Manager's responsibility to the Tenants in Common;

(s) costs of electronic data processing, forms, papers, ledgers, and other supplies and equipment used in connection with the Project for the preparation of reports, information and returns to be prepared by the Property Manager under the terms of this Agreement;

(t) all expenses of the Property Manager's on-site office and/or a reasonable allocation of the regional field office expenses of the Property Manager or its affiliate relating to the management of the Project such as rent, utilities, office supplies, office equipment and all other miscellaneous administrative expenses;

(u) all other costs directly related to the Project, including but not limited to communication costs (telephone, postage, etc.), computer rentals or time, supplies (paper, envelopes, business forms, checks, payroll forms and record cards, forms for governmental reports, etc.), printing, insurance, fidelity bonds, taxes and license fees, overhead and general office expenses allocable to the Project; and

(v) costs of routine travel by the Property Manager's employees or associates to and from the Project.

7.2 Operating Account Deficiency. If there are not sufficient funds in the Operating Account to make any such payment, the Property Manager shall notify the Tenants in Common of such deficiency in accordance with the provisions of the Tenants-in-Common Agreement so that the Tenants in Common have an opportunity, based on their undivided interests in the Project, to deposit sufficient funds in the Operating Account to allow for such payment prior to the imposition of any penalty or late charge.

7.3 Funds Advanced or Loaned by the Property Manager. The Tenants in Common acknowledge that (i) prior to or contemporaneously with the date of this Agreement, or (ii) subsequent to the date of this Agreement, the Property Manager may have agreed or may agree to advance certain funds to or on behalf of the Tenants in Common to help remove the Project from the bankruptcy proceeding of the DBSI Entities (any such loan, the "Property Manager Loan"), in accordance with the terms of a loan agreement and related documents. Any such contemporaneous advances shall be more particularly reflected on Exhibit F attached hereto, which Exhibit F shall be amended and replaced by the parties from time to time to reflect any further Property Manager Loan advances occurring subsequent to the date of this Agreement. In addition, the Tenants in Common acknowledge the Property Manager or one of its affiliates may (but shall not be obligated to) loan other funds to the Tenants in Common in the future, with simple interest thereon at 10% per annum (or if lower, the highest rate permitted by law) or such other interest rate agreed to by the parties. The Property Manager Loan and such other loans, if any, shall be fully recourse to each Tenant in Common and their respective principals and shall be made on terms agreed to between the parties and, at the Property Manager's request, documented in separate loan documents. If such loans are not timely repaid by each Tenant in Common or their principals, the Property Manager may, at its discretion, offset the amount owed by each Tenant in Common (or its principals) against the next rents or other income payable to such Tenant in Common; provided, however, that the Property Manager's right of offset shall not release or temporarily relieve any Tenant in Common (or its principals) from its obligation to repay its Property Manager loans within thirty one (31) days after the same is made or such other time period provided in the applicable loan documents, as applicable.

ARTICLE 8 PROPERTY MANAGER'S COSTS NOT TO BE REIMBURSED

8.1 Non-reimbursable Costs. The following expenses or costs incurred by or on behalf of the Property Manager in connection with the management and leasing of the Project shall be at the sole cost and expense of the Property Manager and shall not be reimbursed by the Tenants in Common: (a) costs attributable to losses arising from gross negligence, willful misconduct or fraud on the part of the Property Manager or the Property Manager's associates or employees; (b) cost of insurance purchased by the Property Manager solely for its own account; and (c) the Property Manager's costs of overhead, salaries and other items except as expressly provided in Section 7.1.

8.2 Litigation. The Property Manager will be responsible for and hold the Tenants in Common harmless from all fees, costs, expenses and damages relating to disputes with employees for worker's compensation (to the extent not covered by insurance), discrimination or wrongful termination, including legal fees and other expenses.

ARTICLE 9
COMPENSATION AND FEES

9.1 Compensation and Fees. Each Tenant in Common shall pay the fees set forth in this Article 9 based on their undivided interest in the Project.

9.2 Property Management Fee. The Property Manager shall receive, for its services in managing the day-to-day operations of the Project in accordance with the terms of this Agreement, a property management fee (the "Property Management Fee") equal to the greater of (i) \$ _____ per month and (ii) five percent (5%) of the monthly Project Gross Revenues (defined below), and any out-of-pocket and on-site personnel costs that are reimbursable pursuant to Section 7. "Gross Revenues" shall be all gross billings from the operations of the Project including but not limited to rental receipts, lease buy-out payments, and reimbursements by tenants for common area expenses, operating expenses and taxes and similar pass-through obligations paid by tenants, and free rents, but excluding (i) security deposits received from tenants and interest accrued thereon for the benefit of the tenant until such deposits or interest are included in the taxable income of the Tenants in Common; (ii) advance rents (but not lease buy-out payments) until the month in which payments are to apply as rental income; (iii) reimbursements by tenants for work done for that particular tenant, (iv) proceeds from the sale or other disposition of all or any part of the Project, (v) insurance proceeds received by the Tenants in Common as a result of any insured loss (except proceeds from rent insurance or the excess of insurance proceeds for repairs over the actual costs of such repairs), (vi) condemnation proceeds not attributable to rent, (vii) capital contributions made by the Tenants in Common; (viii) proceeds from capital, financing and any other transactions not in the ordinary course of the operation of the Project, (ix) income derived from interest on investments or otherwise, (x) abatement of taxes, awards arising out of takings by eminent domain, discounts and dividends on insurance policies, and (xi) rental concessions not paid by third parties (other than free rents). The Property Management Fee shall be payable monthly from the Operating Account or from other funds timely provided by the Tenants in Common. Upon termination of this Agreement, the parties will prorate the Property Management Fee on a daily basis to the effective date of such cancellation or termination. Upon termination of this Agreement (other than a termination pursuant to Section 10.3 of this Agreement) including upon a sale of the Project, the Property Manager shall receive additional compensation equal to the previous two months' Property Management Fee as compensation for work to be performed in connection with the transfer of the management of the Project to the successor property manager and completion of managing matters relating to each tenant.

9.3 Asset Management Fee. n/a

9.4 Leasing Commission and Other Services. Property Manager or an Affiliate may provide various leasing and other services associated with the Project, provided that the compensation to be paid by the Tenants in Common does not, except as specifically set forth herein, exceed the amount that would be charged by an unaffiliated third party providing the same services at that time. In connection with any leasing activity at the Property, the Property Manager will be entitled to receive a leasing commission (the "Leasing Commission") equal to the sum of (x) the market rate for leasing commissions payable to licensed leasing brokers operating in the geographic area where the Project is located plus (y) an override of up to one-half percent (0.5%) of the fixed rents for (i) any new leases entered into with tenants that are not currently occupying the Project or (ii) that portion of new leases with respect to additional space for tenants that are currently occupying the Project but are expanding into additional space, up to one-quarter percent (0.25%) of the fixed rents for renewal of existing tenants and up to one-quarter percent (0.25%) of the fixed rents for the recasting of the leases for any additional term extending beyond the term that the existing tenants are already scheduled to occupy their space. The Property Manager shall be responsible for paying, from the Leasing Commission received by the Property Manager, any leasing commissions due any third party leasing agents for the leasing of space at the Project.

9.5 Construction Management Fee. The Property Manager, or an affiliate, shall receive, for its services in supervising any construction or repair project in or about the Project, a construction management fee (the "Construction Management Fee") equal to five percent (5%) of any amount (including related professional services) that is expended for construction, tenant improvement or repair projects including any budgeted capital expenditure in excess of \$5,000. All payments due hereunder shall be paid upon substantial completion of the applicable construction or repair.

9.6 **Financing Fee.** The Property Manager, or an affiliate, will assist the Tenants in Common with respect to any additional or replacement financing required with respect to the Project and, in connection therewith, will receive from the Tenants in Common, a loan fee to be negotiated between the Tenants in Common and Property Manager at the time of the financing or refinancing, but which shall not exceed (i) the market compensation payable to the financing broker or other third party intermediary plus (ii) 0.5% (the "Loan Fee"). The Loan Fee shall be payable upon closing. This loan fee will be payable to the Property Manager or its affiliate whether or not an outside loan broker is used and any fees of any such outside loan broker shall be paid by the Property Manager. The financing fee will be pro rated among the Tenants in Common.

9.7 **Selling Commission.** If the Tenants in Common determine to sell or exchange the Project, or any portion thereof (including an undivided interest of a single Tenant in Common in the event the Property Manager participates in such sale), the Tenants in Common hereby grant the Property Manager, or an affiliate, for a 180-day term, the exclusive right to participate in the marketing of the Project on terms acceptable to the Tenants in Common. The Tenants in Common shall notify the Property Manager in writing of the determination to sell or exchange, which notification shall specify the commencement and termination date of such 180-day term. If the Project is sold, exchanged or otherwise disposed of as a result of offers received during such 180-day term, a commission shall be paid at closing by the Tenants in Common to the Property Manager equal to (i) the market commission payable to all third party brokers plus (ii) 1.0% of the sales price. In addition to the foregoing, the Property Manager may at any time negotiate with potential purchasers and submit offers to purchase to the Tenants in Common for approval. If the Project is sold, exchanged or otherwise disposed of as a result of any such offers, the Property Manager shall be entitled to a commission paid by the Tenants in Common in an amount equal to (i) the market commission payable to all third party brokers plus (ii) 1.0% of the sales price. If another broker participates in the transaction, then the Property Manager may cooperate with that broker, on terms and conditions acceptable to the Property Manager and approved by the Tenants in Common, with commissions to the other broker to be paid from the selling commission paid to the Property Manager. Subject to the approval of the Tenants in Common, the Property Manager may also engage a third-party on behalf of the Tenants in Common to provide such marketing services and such third-party will be entitled to receive a selling commission as set forth in the agreement with such third-party.

9.8 **Application of Fees.** Each Tenant in Common shall be responsible for his or her percentage share, based on percentage ownership interests in the Project, of all of the fees set forth in this Agreement.

9.9 **Survival.** Notwithstanding the election of the Tenants in Common or the Property Manager to terminate this Agreement in accordance with the terms of Article 10 (other than in accordance with Section 10.3), the Property Manager shall nevertheless have the right to (i) be paid for any leasing commissions or financing fees related to leases, prospective tenants or loans that were submitted to the Tenants in Common prior to the termination of this Agreement and (ii) continue to be paid a selling commission in connection with the sale of the Project even if such sale occurred as a result of an offer presented to the Tenants in Common prior to the termination of this Agreement or if the 180-day exclusive period to participate in the sale of the Project does not begin until after this Agreement has otherwise been terminated (other than as a result of the default hereunder by the Property Manager), it being the intent of the parties that such disposition rights are separate and apart from the property management and asset management services otherwise provided by the Property Manager under this Agreement and not subject to termination.

ARTICLE 10 **TERMINATION**

10.1 **Termination.** Each of the Tenants in Common shall have the right to terminate this Agreement as set forth in this Article 10 in accordance with Section 6.12 of the Revenue Procedure.

10.2 **Termination by Tenants in Common not "for cause".** Each of the Tenants in Common shall have the right to terminate this Agreement without cause within 60 days of the end of each calendar year (and by their execution hereof approve this Agreement for the calendar year in which it is executed). At the end of each calendar year subsequent to the year in which this Agreement is executed, this Agreement shall be subject to renewal or termination by the Tenants in Common as provided by Section 6.12 of the Revenue Procedure. The Property Manager shall inform each of the Tenants in Common no later than 60 days before the end of each calendar year of

their right to terminate this Agreement. Each of the Tenants in Common shall have the right to terminate this Agreement by giving written notice to the Property Manager and to each of the other Tenants in Common within seven days after the Property Manager gives notice to the Tenant(s) in Common of such right. Absent receipt by the Property Manager of a timely written demand to terminate from any Tenant in Common, this Agreement shall be deemed renewed until the end of the next calendar year. Termination of this Agreement without a prompt replacement of an acceptable property manager approved by the Lender is likely to be deemed a default under the Loan Documents. If the Property Manager receives a written notice to terminate from a Tenant in Common as provided above: (a) this Agreement shall be deemed terminated effective 90 days following the end of the calendar year in which the termination notice is received by the Property Manager; and (b) the Tenant(s) in Common exercising their right of termination may be subject to any approving owner call option contained in the Tenant in Common Agreement or Call Agreement.

10.3 Termination by Tenants in Common "for cause". Each of the Tenants in Common shall have the right to terminate this Agreement "for cause" upon 30 days' prior written notice. For purposes of this Agreement, termination "for cause" shall mean termination due to: (a) the gross negligence or fraud of the Property Manager; (b) the willful misconduct or material breach of this Agreement by the Property Manager; (c) the bankruptcy, insolvency or inability of the Property Manager to meet its obligation as the same come due; or (d) a conviction of a felony not involving the operation of a motor vehicle by any principal of the Property Manager.

10.4 Termination by the Property Manager. The Property Manager shall have the right to terminate this Agreement, provided that the Tenants in Common are in default in the performance of any of their obligations hereunder, and such default remains uncured for 30 days following the Property Manager's giving of written notice of such default to the Tenants in Common. The Property Manager shall also have the right to terminate this Agreement for any reason upon 90 days' prior written notice to the Tenants in Common. For the avoidance of doubt, if the Property Manager proposes any material increases in the amount of fees charged under this Agreement pursuant to Article 9 that are not agreed to by the Tenants in Common, any termination of this Agreement resulting from such material increase in fees shall be deemed a termination pursuant to this Section 10.4.

10.5 Termination On Sale This Agreement shall automatically terminate upon the sale of the entire Project.

10.6 Termination Due to Lender

In the event that the Lender does not approve the Property Manager as the replacement asset and property manager for the Project within 90 days from the Start Date of this Agreement, either party shall have the right to terminate this Agreement by providing written notice to the other party.

10.7 Final Accounting. Within 60 days after termination of this Agreement for any reason, the Property Manager shall deliver to each Tenant in Common based on their undivided interest in the Project, the following: (a) a final accounting setting forth the balance of income and expenses on the Project as of the date of termination; (b) any balance or monies of the Tenants in Common or tenant security deposits held by the Property Manager with respect to the Project; and (c) all materials and supplies, keys, books and records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents which pertain to the Project. For a period of 60 days after such expiration or cancellation for any reason other than the Tenants in Common's default, the Property Manager shall be available, through its senior executives familiar with the Project, to consult with and advise the Tenants in Common or any person or entity succeeding the Tenants in Common as owner of the Project or such other person or persons selected by the Tenants in Common regarding the operation and maintenance of the Project. In addition, the Property Manager shall cooperate with the Tenants in Common in notifying all tenants of the Project of the expiration and termination of this Agreement and shall use reasonable efforts to cooperate with the Tenants in Common to accomplish an orderly transfer of the operation and management of the Project to a party designated by the Tenants in Common. Such services shall be provided by the Property Manager in exchange for a portion of its monthly Property Management Fee. The Property Manager shall at its cost and expense, promptly remove all signs wherever located indicating that it is the Property Manager and replace and repair any damage resulting therefrom. Termination of this Agreement shall not release either party from liability for failure to perform any of the duties or obligations as expressed herein and required to be performed by such party for the period prior to the termination.

10.8 Effective Time of Termination. Notwithstanding anything to the contrary contained herein, no termination of this Agreement shall be effective until (i) a replacement asset manager or property manager unanimously approved by the Tenants in Common and approved by the Lender has been appointed, (ii) all loans to the Tenants in Common or their principals and the reimbursement described in Section 7.3 have been fully repaid, and (iii) if the Property Manager or one of its affiliates is a party to any guaranty or indemnity under the Loan Documents with respect to the Project, the Tenants in Common shall have obtained the release of such party from prospective liability under such instruments.

ARTICLE 11
CONFLICTS

The Property Manager shall not deal with or engage, or purchase goods or services from, any subsidiary or affiliated company of the Property Manager in connection with the management of the Project for amounts above market rates.

ARTICLE 12
NOTICES

All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand delivered; (b) five days after the same have been deposited in a United States post office via certified mail/return receipt requested; (c) the day sent by facsimile transmission (if sent prior to 5:00 P.M. local time where the Project is located, and if receipt has been acknowledged by the operator of the receiving machine or automatically by such machine, otherwise on the next Business Day) or through electronic mail ("e-mail"); or (d) the next Business Day after same have been deposited with a national overnight delivery service (e.g., FedEx) - in each case addressed to the parties at the address (and email address, as applicable) set forth beneath their signatures hereto. Wherever herein an action must be taken by a particular date, the action must be taken by 5:00 P.M. local time where the Project is located, on such date in order to be effective. The Property Manager may change or supplement the addresses given below, or designate additional addresses, for purposes of this Article 12 by giving all the Tenants in Common written notice of the new address in the manner set forth above. Any Tenant in Common may change or supplement the addresses given below, or designate additional addresses, for purposes of this Article 12 by giving the Property Manager written notice of the new address in the manner set forth above. Because of privacy concerns, any Tenant in Common providing change of address information to the Property Manager shall also provide to the Property Manager instructions on whether the updated information may be disclosed to the other Tenants in Common.

ARTICLE 13
MISCELLANEOUS

13.1 Assignment. The Property Manager may not assign this Agreement without the prior written consent of the Tenants in Common, which consent may be withheld in each of the Tenants in Common's sole and absolute discretion; provided, however, that notwithstanding the foregoing, the Property Manager may assign this Agreement to an affiliate without the prior written consent of any of the Tenants in Common. Any assignment by the Property Manager may also be subject to the approval of the Lender as required by the Loan Documents. Subject to the Tenants in Common Agreement and approval of the Lender as required by the Loan Documents, a Tenant in Common may assign its rights to a party acquiring its undivided interest ("Successor Tenant in Common") and upon assignment and the assumption of this Agreement by the Successor Tenant in Common pursuant to an agreement whereby (a) the assigning Tenant in Common assigns to the Successor Tenant in Common all of its right, title and interest in and to this Agreement and (b) the Successor Tenant in Common assumes and agrees to perform faithfully and to be bound by all of the terms, covenants, conditions, provisions and agreements of this Agreement with respect to the undivided interest to be transferred, the assigning Tenant in Common shall be relieved of all liability accruing after the effective date of the assignment and, without further action by the Property Manager or the other Tenants in Common, the Successor Tenant in Common shall become a party to this Agreement.

13.2 Entire Agreement; Modification; Waiver. This Agreement and any agreement, document or instrument referred to herein constitute the entire agreement between the Tenants in Common and the Property

Manager pertaining to the subject matter contained in such agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. Further, for so long as the loan for the Project is outstanding, this Agreement may not be modified or amended in any material manner without the consent of the Lender. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party hereto to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

13.3 Governing Law; Venue. This Agreement shall be governed by, construed, enforced and interpreted in accordance with the internal laws of the State where the Project is located, without regard to the conflicts of law provisions and principles thereof. Any action arising out of, relating to, or in connection with this Agreement shall be subject to binding arbitration, as provided in Section 13.12.

13.4 Representations. The Property Manager represents and warrants that it is or shall be prior to entering into any transaction fully qualified and licensed, to the extent required by law, to manage and lease real estate and perform all obligations assumed by the Property Manager hereunder. The Property Manager shall use reasonable efforts to comply with all such laws now or hereafter in effect.

13.5 Licensing. If at any time it is determined that the Property Manager does not have all applicable licenses or qualification, Property Manager shall be given a reasonable opportunity to cure such deficiency by obtaining any required licenses or permits. To the extent that any fees or commissions otherwise payable to the Property Manager hereunder may not be so paid because the Property Manager does not hold the necessary licenses, the Property Manager shall engage and appoint as agent an affiliated entity which does hold such licenses to so receive such fees or commissions on its behalf.

13.6 Indemnification by the Property Manager. The Property Manager shall indemnify, defend and hold the Tenants in Common and their partners, members, managers, shareholders, officers, directors and employees harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against the Tenants in Common by reason of the acts of the Property Manager which arise out of the gross negligence, willful misconduct or fraud of the Property Manager, its agents or employees or the Property Manager's willful breach of this Agreement. If any person or entity makes a claim or institutes a suit against the Tenants in Common on a matter for which the Tenants in Common claim the benefit of the foregoing indemnification, then: (a) the Tenants in Common shall give the Property Manager prompt notice thereof in writing; (b) the Property Manager may defend such claim or action by counsel of its own choosing; (c) neither the Tenants in Common nor the Property Manager shall settle any claim without the other's written consent; and (d) this Section 13.6 shall not be so construed as to release the Tenants in Common or the Property Manager from any liability to the other for a willful breach of any of the covenants agreed to be performed under the terms of this Agreement.

13.7 Acknowledgement/Indemnification by the Tenants in Common. The parties hereto acknowledge that, because of acts and omissions of others responsible for the management of the Project prior to the effective date of this Agreement, the Tenants in Common may not have some or any of the security deposits referenced in the existing Leases and/or cash reserves for the Project which were not held in escrow by the Lender, including but not limited to reserves for tenant improvements, capital improvements and leasing commissions. On or about the effective date of this Agreement, the Tenants in Common will transfer or have transferred to the Property Manager all security deposits and reserves which are available to the Property Manager for operation of the Project, and all other security deposits for existing Leases shall hereinafter be referred to as the "Missing Security Deposits" and all other reserves which existed or may have existed prior to the effective date hereof shall be hereinafter referred to as the "Missing Reserves". The Tenants in Common agree that the Property Manager shall have no liability with respect to, and agree to indemnify and hold the Property Manager harmless from any claims related to the Missing Security Deposits or any Missing Reserves.

THE TENANTS IN COMMON SHALL JOINTLY AND SEVERALLY INDEMNIFY, DEFEND AND HOLD THE PROPERTY MANAGER AND ITS CONTRACTORS, SUBCONTRACTORS, PARTNERS, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY, THE 'INDEMNIFIED PARTIES') HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, FINES, PENALTIES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, SUSTAINED OR INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES (1) BY REASON OF THE OPERATION, MANAGEMENT AND MAINTENANCE OF THE PROJECT AND THE PERFORMANCE BY THE INDEMNIFIED PARTIES OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT BUT ONLY TO THE EXTENT OF EACH TENANT IN COMMON'S INTEREST IN THE PROJECT, EXCEPT THOSE CLAIMS WHICH ARISE FROM THE INDEMNIFIED PARTIES' GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (2) IN ANY WAY RELATING TO OR ARISING OUT OF THE MISSING SECURITY DEPOSITS AND/OR THE MISSING RESERVES; AND ANY AND ALL ACTS OR OMISSIONS OF ANY PRIOR PROPERTY MANAGER, THE MASTER LESSEE AND OR ANY OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS OR OFFICERS, DIRECTORS AND/OR EMPLOYEES. IF ANY PERSON OR ENTITY MAKES A CLAIM OR INSTITUTES A SUIT AGAINST ANY OF THE INDEMNIFIED PARTIES ON ANY MATTER FOR WHICH SUCH PARTY CLAIMS THE BENEFIT OF THE FOREGOING INDEMNIFICATION, THEN: (A) THE INDEMNIFIED PARTY SHALL GIVE THE TENANTS IN COMMON IROMPT NOTICE THEREOF IN WRITING; (B) THE TENANTS IN COMMON MAY DEFEND SUCH CLAIM OR ACTION BY COUNSEL OF ITS OWN CHOOSING PROVIDED SUCH COUNSEL IS REASONABLY SATISFACTORY TO THE INDEMNIFIED PARTY; (C) NEITHER THE INDEMNIFIED PARTY NOR THE TENANTS IN COMMON SHALL SETTLE ANY CLAIM WITHOUT THE OTHER'S WRITTEN CONSENT; AND (D) THIS SECTION 13.7 SHALL NOT BE SO CONSTRUED AS TO RELEASE THE TENANTS IN COMMON OR ANY OF THE INDEMNIFIED PARTIES FROM ANY LIABILITY TO THE OTHER FOR A BREACH OF ANY OF THE COVENANTS AGREED TO BE PERFORMED UNDER THE TERMS OF THIS AGREEMENT.

13.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section 13.8, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13.9 No Waiver. The failure by any party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such item shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties.

13.10 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. If a Tenant in Common assigns, in accordance with the Tenants-in-Common Agreement and the Loan Documents, all or part of its Interest, then its assignee (the 'Successor Tenant in Common') shall be bound by all of the terms and conditions of this Agreement. In such a case, the Successor Tenant in Common shall assume in writing and agree to perform faithfully and to be bound by all of the terms, covenants, conditions, provisions and agreements of this Agreement with respect to the Interest so transferred and, without further action by the Property Manager, any other Tenants in Common or any other party to this Agreement, the Successor Tenant in Common shall become party to this Agreement. Tenants in Common who acquired an Interest in the Project after the initial closing of the purchase of the Project, or may acquire an Interest in the Project after the date hereof, will assume the obligations of, and agree to perform and be bound by, this Agreement and the Tenants-in-Common Agreement by executing an Assignment and Assumption Agreement (or other similar agreement) instead of executing each of these agreements. Such

Tenants in Common shall be considered "Tenants in Common" for all purposes of this Agreement as if they had executed a counterpart signature page to this Agreement.

13.11 Enforcement of the Property Manager's Rights. In the enforcement of its rights under this Agreement, the Property Manager shall not seek or obtain a money judgment or any other right or remedy against any shareholders, partners, members or disclosed or undisclosed principals of the Tenants in Common. The Property Manager shall enforce its rights and remedies solely against the estate of the Tenants in Common in the Project or the proceeds of any sale of all or any portion of the Tenants in Common's interest therein.

13.12 Binding Arbitration. Any dispute, claim or controversy arising out of, relating to or in connection with this Agreement, the breach hereof, the termination, enforcement, interpretation or validity hereof, shall be settled by arbitration in Greenville, SC, in accordance with the rules of The American Arbitration Association (the "AAA"), and judgment entered upon the award rendered may be enforced by appropriate judicial action in any court having jurisdiction thereof. The parties hereby submit to the *in personam* jurisdiction of such court and waive any objection that such forum is inconvenient or otherwise improper. The arbitration panel shall consist of one member and shall be a person agreed to by each party to the dispute within 30 days following notice by one party that he desires that a matter be arbitrated. If the parties are unable within such 30-day period to agree upon an arbitrator, then the panel shall be one arbitrator selected in accordance with the rules of the AAA from a list selected by the AAA office in Charlotte, North Carolina. The parties agree that the arbitrator shall be experienced in the area of real estate and knowledgeable with respect to the subject matter area of the dispute. The substantially non-prevailing party (as determined by the arbitration panel after determining the relative success of the parties, including the successful assertion of any defense) shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorneys' fees of both parties, any costs of producing witnesses and any other reasonable costs or expenses incurred by him or the substantially prevailing party. The arbitration panel shall not have the power to award punitive or exemplary damages to either party. The arbitration panel shall render a decision within 30 days following the close of presentation by the parties of their cases and any rebuttal. The parties shall agree within 30 days following selection of the arbitrator to any prehearing procedures or further procedures necessary for the arbitration to proceed, including interrogatories or other discovery. This Section 13.12 shall be construed to the maximum extent possible to comply with the laws of the State where the Project is located.

BY EXECUTING THIS AGREEMENT, YOU ARE AGREEING TO HAVE CERTAIN DISPUTES DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE SUCH DISPUTES LITIGATED IN A COURT OR JURY TRIAL. BY EXECUTING THIS AGREEMENT, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 13.12. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

13.13 Attorneys' Fees. If any party to this Agreement takes any action to enforce this Agreement, the arbitration panel's award or decision, or brings any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the substantially non-prevailing party shall pay to the substantially prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this Section 13.13, attorneys' fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions and collection actions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third-party examinations; (d) discovery; and (e) bankruptcy litigation.

13.14 Power of Attorney. Wherever in this Agreement a special and limited power of attorney is granted to the Property Manager, such power of attorney: (a) is a special power of attorney coupled with an interest, is irrevocable, shall survive the death, incapacity, termination or dissolution of the grantor, and is limited to those matters herein set forth; (b) may be exercised by the Property Manager, by and through one or more of its officers, for any Tenant in Common (or for the owner of any ownership interest(s) in any Tenant in Common that is an SPE) by the signature of the Property Manager acting as attorney-in-fact for such person, or by such other method as may

be required or requested in connection with the recording or filing of any instrument or other document so executed; and (c) shall survive an assignment by a Tenant in Common (or by the owner of any ownership interest(s) in any Tenant in Common that is an SPE) of all or any portion of its Interest (or ownership interest). Notwithstanding anything to the contrary contained herein, if this Agreement is terminated, the special and limited power of attorney granted to the Property Manager pursuant to this Section 13.14 shall irrevocably expire upon such termination.

13.15 **Construction.** Each gender shall include each other gender. When required by the context, the singular shall include the plural and vice-versa.

13.16 **Headings.** All headings are only for convenience and ease of reference and are irrelevant to the construction or interpretation of any provision of this Agreement.

13.17 **Interpretation.** Whenever any provision set forth in this Agreement is open to interpretation, this Agreement shall be interpreted, to the maximum extent possible, to comply with all of the requirements for an advance ruling set forth in the Revenue Procedure.

13.18 **Further Assurances.** Each Tenant in Common agrees to execute, with acknowledgment and affidavit if required, any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

13.19 **Counterparts; Facsimiles.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile or e-mail shall be considered authentic and binding.

13.20 **Memorandum of Contract.** The Property Manager and each Tenant in Common hereby agree that the Property Manager shall be permitted to execute and file a memorandum of this Agreement (without the requirement of any Tenant in Common's signature) in the real property records where the Project is located for the purpose of providing constructive notice of certain terms and provisions of this Agreement. Upon termination of this Agreement, Property Manager agrees, upon the written request of the Tenants in Common, to execute a termination of such memorandum in recordable form.

13.21 **Prior Operations.** The Tenants in Common and the Property Manager expressly acknowledge and agree that the Project was the subject of a prior relationship between the Tenants in Common and one or more affiliates of DBSI, Inc. (collectively, the "DBSI Entities"). The Tenants in Common expressly covenant not to sue, waive and release Property Manager from any claims arising out of any prior acts or omissions undertaken or not undertaken, as the case may be, by the DBSI Entities, including any securities and any tax related matters. This covenant not to sue, waiver and release is in addition to and not in derogation of the indemnities set forth in this Agreement.

IN WITNESS WHEREOF, the Tenants in Common, the owners of the ownership interests in the Tenants in Common and the Property Manager have set their signatures.

[Remainder of this page intentionally left blank. Signatures affixed to following pages.]

SIGNATURE OF PROPERTY MANAGER
TO THE
PROPERTY AND ASSET MANAGEMENT AGREEMENT
FOR

TIC Property Management, LLC
a Virginia limited liability company

By: _____
Name: Barry Gruebbel, CPM
Title: President

Address:

101 North Main Street, 12th Floor
Greenville, South Carolina 29601
Attention: Barry Gruebbel, President
Facsimile (864)672-1478

Date: _____, 2009

With a copy to:

101 North Main Street, 12th Floor
Greenville, South Carolina 29601
Attention: Shonua Felkel, General Counsel
Facsimile (864)672-1478

SIGNATURE OF TENANT IN COMMON
TO THE
PROPERTY AND ASSET MANAGEMENT AGREEMENT

_____ LLC
a _____ limited liability company

By: _____
Printed Name _____
its: _____

Address:

Facsimile: _____

Email Address: _____

Date: _____, 2009

JOINDER

The undersigned, being the sole member of _____, LLC, a _____ limited liability company (the "Tenant in Common"), hereby joins in this Agreement for purposes of acknowledging and agreeing that the responsibility for any advances made in accordance with the terms of Section 1.1 and any loans that are made to the Tenant in Common pursuant to Section 7.3 of this Agreement are recourse to the undersigned.

Investor Name: _____

Signature: _____

Address:

Facsimile: _____

EFFECTIVE DATE: _____, 2009

[CUSTOMIZE IF SPOUSE IS JOINT OWNER]

EXHIBIT A

DEFINED TERMS

This list of Defined Terms is attached to and forms a part of the Management Agreement between the Tenant in Common and the Property Manager.

"AAA" shall have the meaning set forth in Section 13.12 of this Agreement.

"Agreement" shall mean this Agreement and all amendments hereto.

"Approved Leases" shall have the meaning set forth in Section 2.6(b) of this Agreement.

"Bank Accounts" shall have the meaning set forth in Section 6.1 of this Agreement.

"Budget" shall have the meaning set forth in Section 2.5(a) of this Agreement.

"Business Day" shall mean any day other than a Saturday or Sunday or legal holiday in the State of South Carolina.

"Capital Reserves" shall mean the reserves established under the Loan Documents and retained by Lender for use in connection with the Project.

"Construction Management Fee" shall have the meaning set forth in Section 9.4 of this Agreement.

"Emergency Expenditures" shall have the meaning set forth in Section 2.5(b) of this Agreement.

"Expenditure Parameters" shall have the meaning set forth in Section 2.5(b) of this Agreement.

"Gross Revenues" shall have the meaning set forth in Section 9.2 of this Agreement.

"Interest" shall have the meaning set forth in the Recitals to this Agreement.

"Leases" shall have the meaning set forth in Section 2.6(b) of this Agreement.

"Lender" shall have the meaning set forth in the Recitals to this Agreement.

"Loan" shall have the meaning set forth in the Recitals of this Agreement.

"Loan Documents" shall have the meaning set forth in the Recitals of this Agreement.

"Loan Fee" shall have the meaning set forth in Section 9.6 of this Agreement.

"Marketing Plan" shall have the meaning set forth in Section 2.5(c) of this Agreement.

"Mortgage" shall have the meaning set forth in the Recitals to this Agreement.

"Note" shall have the meaning set forth in the Recitals to this Agreement.

"Operating Account" shall have the meaning set forth in Section 6.2 of this Agreement.

"Operating Plan" shall have the meaning set forth in Section 2.5(c) of this Agreement.

"Property Management Fee" shall have the meaning set forth in Section 9.2 of this Agreement.

MANAGEMENT AGREEMENT FOR _____
1718060v7

"Property Manager" shall have the meaning set forth in the preamble to this Agreement.

"Revenue Procedure" shall have the meaning set forth in the Recitals to this Agreement.

"Selling Commission" shall have the meaning set forth in Section 9.7 of this Agreement.

"Start Date" shall have the meaning set forth in Section 1.1 of this Agreement.

"Successor Tenant in Common" shall have the meaning set forth in Section 13.10 of this Agreement.

"Taxes" shall have the meaning set forth in Section 2.11 of this Agreement.

"Tenants in Common" shall mean all persons holding an undivided tenant-in-common interest in the Project from time to time.

"Tenants-in-Common Agreement" shall mean that certain Tenants-in-Common Agreement in the form executed by the Tenants in Common, as amended and recorded in the applicable land records against the Project.

MANAGEMENT AGREEMENT FOR _____
1718060v7

EXHIBIT B

PROPERTY AND ASSET MANAGEMENT AGREEMENT for _____
1718060v7

EXHIBIT C

LEGAL DESCRIPTION

PROPERTY AND ASSET MANAGEMENT AGREEMENT for _____
1718060v7

EXHIBIT D

STANDARD LEASE FORM

[TO BE ATTACHED]

PROPERTY AND ASSET MANAGEMENT AGREEMENT for _____
1718060v2

EXHIBIT E

AMOUNTS ADVANCED IN CONNECTION WITH BANKRUPTCY PROCEEDINGS

[TO BE INSERTED]

PROPERTY AND ASSET MANAGEMENT AGREEMENT for _____
1718060v2