

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 5/14/2009

LEASE No. GS-09B-02371

THIS LEASE, made and entered into this date between **TUCSON BROADWAY OFFICE PLAZA, LLC**

whose address is: **2200 East River Road
Suite 115
Tucson AZ 85718-6577**

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
5,138 rentable square feet (r.s.f.), yielding approximately 4,524 ANSI/BOMA Office Area (ABOA) square feet and related space located on the 3rd Floor, NOVA Financial Center, 6245 East Broadway Boulevard, Tucson, AZ 85711, together with one (1) onsite, surface, reserved parking space, as depicted on the attached plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.

3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.

4. The Government may terminate this lease in whole or in part effective at any time after the 5th year of this lease by giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.



6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The one (1) parking space described in Paragraph 1 and those required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final design intent drawings; provided that the Government shall make payments for lump sum items as required and to be determined. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the Solicitation for Offers (SFO) 5AZ0113. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the SFO and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph 8.13 entitled, "Telecommunications: Local Exchange Access," of the SFO.

7 The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers (SFO) Number 5AZ0113 (pages 1-44) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements: Tucson Field Office Space Requirements Package dated 10/22/2008 (pages 1-14);
- c) GSA Form 3517B (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-3 containing Paragraphs 9-24;
- f) Test Fit Plan (Exhibit "A", Page 1).

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 24 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: TUCSON BROADWAY OFFICE PLAZA, LLC

BY W. A. Kelly cfo of manager, Diamond Ventures Inc
 (Signature) (Signature)

IN PRESENCE OF:

Brian D. Anthony Diamond Ventures, Inc. 2200 E. River Rd Ste 115
 (Signature) (Address)
Tulsa, AZ 85718

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY Jessica Escobedo
 CONTRACTING OFFICER, GSA

SHEET NUMBER 3 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02371

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$11,911.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$11,911.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$11,911.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$11,911.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Initials: WL & je
Lessor Government