GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT **No. 3**	DATE 6/14/2010
	TO LEASE NO. **GS 09B-02371**	

ADDRESS OF PREMISES: 6245 East Broadway Boulevard, Tucson, AZ 85711-3642

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

Whose address is: 2200 East River Road, Suite 115, Tucson, AZ 85718-6577

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA,** hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the beneficial occupancy date, annual rental rate, termination rights date, and pay the lump sum amount in excess of the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 24, 2010 as follows:

Paragraphs 4, 9, 10, and 27 are deleted in their entirety and replaced as follows:

"4. The Government may terminate this lease in whole or in part effective at any time after May 24, 2015 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."

"9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on May 24, 2010 and continuing through May 23, 2020, subject to termination rights as may be hereinafter set forth."

"10. The Government shall pay the Lessor annual rent of $136,208.38 at the rate of 11,350.70 per month in arrears for years 1 through 5, and annual rent of $149,002.00 at the rate of $12,416.83 per month in arrears for years 6 through 10. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Tucson Broadway Office Plaza LLC
c/o Partners Management Company
5055 East Broadway Blvd., Suite B-100
Tucson, AZ 85711-6577"

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY _____ (Signature)

CFO of Manager (Title)
Diamond Ventures Inc

IN THE PRESENCE OF (witnessed by:)

_____ (Signature)

2200 E. River Rd Ste 115 Tucson, AZ 85718 (Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY Jessica Lacobedo

Contracting Officer
Public Buildings Service

GSA DC 68-1176

GSA FORM 276 JUL 76

"27. The Government accepts the Tenant Improvements identified herein, and the Lessor shall submit for Lump Sum payment one original and one copy of the invoice for the Lump Sum Payment of $61,643.59. The PS # 0016643 must be annotated on the invoice. The original invoice shall be submitted via the GSA Finance website at www.finance.gsa.gov. A copy of the invoice shall be simultaneously submitted to GSA at:

GSA, Real Estate Division – Phoenix
Attention: Contracting Officer
401 West Washington Street
Suite 170
Phoenix, AZ 85003-2146

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number 0016643

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

All other terms and conditions of the Lease shall remain in force and effect.

Initials: _____ & _____
Lessor **Government**