GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 3/5/2010
	TO LEASE NO GS-09B-02371	

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

THIS AGREEMENT, made and entered into this date by and between **Tucson Broadway 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 authorize Change Order #1 as outlined in Exhibit A1 to A3, attached.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraph 26 and Paragraph 27 are hereby deleted in its entirety and the following substituted therefore, Paragraph 28 is added.

26. The total cost for Tenant Improvement in the amount of $201,261.47 exceeds the tenant improvement allowance and will be paid by amortizing and will be paid by amortizing $139,617.88 in the rent in accordance with Paragraph 10, and paying $61,643.59 in a lump sum amount. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.8F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space the Government shall reimburse the Lessor in a lump sum payment in the amount of $61,643.59 pursuant to Paragraph 27, herein. The Lessor hereby waives restoration as a result of all improvements.

27. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, one original and one copy of the invoice for the Lump Sum Payment. Lessor shall contact the GSA Contracting Officer for the "PS Number," which must be annotated on the invoice. The original invoice, in an amount not to exceed **$61,643.59** 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 W. Washington Street, Suite 170
Phoenix, AZ 85003-2146

28. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph 27:

C.O. #	Date Authorized	Description	Amount
NA	1/19/2010	Lump sum cost at Notice to Proceed	[redacted]
1	2/22/2010	Security Enhancements per Exhibit A1-A3	[redacted]
		Total Lump Sum Cost	$61,643.59

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

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

LESSOR: Tucson Broadway Plaza LLC

BY _____ (Signature) W H Kelley CFO of Manager (Print Name and Official title)

IN PRESENCE OF:

_____ (Signature) BRIAN DEATHERAGE Construction Controller of Manager (Print Name and Official title)

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

BY Jessica Escobedo (Signature) Contracting Officer (Official title)