GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT **No.2** Page 1 of 1	DATE 8/31/10
	TO LEASE NO. **GS-09B-02621**	

ADDRESS OF PREMISE 5907 West Kings Avenue
Glendale, AZ 85306-1113

THIS AGREEMENT, made and entered into this date by and between:

BAMMF (2), LLC

whose address is 13455 Noel Road, Suite 2000
Dallas, TX 75240-6604

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

WHEREAS, the parties hereto desire to amend the commission and commission credit for the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2010, as follows:

Paragraph24 is hereby deleted in their entirety and replaced with the following:

24. **Commission and Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the shell rate for Years 1-5 and [redacted] of the shell rate for Years 6-10. The total amount of the commission is $97,640.06. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

For the existing 15,444 RSF, the total amount of commission credit is [redacted] and 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 $29,475.60 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.
- Second Month's Rental Payment $29,475.60 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

For expansion of 1,890 RSF, the total amount of commission credit is [redacted] and the reduction in shell rent shall commence upon completion and acceptance of Tenant Improvements as indicated in this schedule for Monthly Rent:

- First Month's Rental Payment $3,773.70 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.
- Second Month's Rental Payment $3,773.70 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

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

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

LESSOR: BAMMF (2), LLC

BY Allen D. Farris (Signature)

ALLEN D FARRIS, CHIEF FINANCIAL OFFICER of ELAND ENERGY, INC, MANAGER (Title)

IN THE PRESENCE OF

Gary Gordeyce (Signature)

13455 Noel Rd, Suite 2000
DALLAS, TX 75240 (Address)

UNITED STATES OF AMERICA General Services Administration, Public Building Service

BY Erin H. Winschel (Erin H. Winschel)

Contracting Officer (Official Title)