

**EIGHTH AMENDMENT TO LEASE AGREEMENT  
BY AND BETWEEN  
EIJODO, LTD., LANDLORD  
AND  
BTDI JV, LLP, TENANT**

This Eighth Amendment to Lease Agreement (this "Amendment") is made as of the date of complete execution of this Amendment, but to be effective as of September 15<sup>th</sup>, 2015 (the "Effective Date"), by and between EUJODO, LTD., a Texas limited partnership, the successor to John L. Douglas as landlord ("Landlord") and BTDI JV, LLP, a Texas registered limited liability partnership, the successor to ACD-SA, LTD. as Tenant ("Tenant"), with regard to that space of approximately 15,192 rentable square feet in MedCentre Pointe (the "Building") located at 7220 Louis Pasteur, Suite 115, San Antonio, Texas 78229;

WHEREAS, on May 6, 1997, John L. Douglas, as landlord, as ACD-SA, Ltd. as tenant, executed that certain Lease Agreement for approximately 8,075 rentable square feet of office space at the Building;

WHEREAS, the Lease Agreement was amended by First Amendment dated May 12, 1998, to add 1,793 rentable square feet; Second Amendment dated September 28, 1999, to add 1,285 rentable square feet; Third Amendment dated September 10, 2001, to add 4,039 rentable square feet; Fourth Amendment dated May 1, 2002; Fifth Amendment dated April 22, 2002, to add 3,900 rentable square feet; Sixth Amendment dated August 13, 2003, to add 2,490 rentable square feet; and Seventh Amendment dated November 25, 2012, to subtract 6,390 rentable square feet for a current total of 15,192 rentable square feet (the "Existing Premises"); the Lease Agreement, as amended by the foregoing Amendments is referred to herein as the "Lease";

WHEREAS, it is now the desire of Landlord and Tenant for Tenant to surrender to Landlord a portion of the Existing Premises and thereby reduce the rentable square footage of the Premises; and

WHEREAS, the terms and conditions contained herein shall supersede and control any conflicting terms and conditions contained in the above-referenced Lease and to the extent a section is modified and amended in part only, those additional terms under the Lease not specifically addressed herein shall remain in full force and effect.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, including, without limitation, the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged by both parties, Landlord and Tenant hereby agree, as of the Effective Date, as follows:

**AGREEMENT**

1. Recitals. The above recitals are incorporated herein for all purposes.
2. Amendments. The Lease is amended as follows:

a. Premises. From and after the Effective Date, the Existing Premises shall no longer include that certain 3,500 rentable square feet located in the Building known as the ASC Space and depicted on Exhibit A hereto (the "ASC Space") and shall instead mean and refer solely to that certain 11,692 rentable square feet located in the Building known as Suite 115 (but excluding the ASC Space) and depicted on Exhibit A ("Suite 115"). From and after the Effective Date, the "Premises" and "Leased Premises" shall mean and refer solely to that portion of Suite 115 that does not include the ASC Space. So long as Tenant is not in default under the Lease, Tenant shall have the exclusive right to use 10 designated parking spaces (the "Primary Reserved Spaces") as depicted on Exhibit A, as set forth in that certain Addendum to that Lease Agreement by and between John C. Douglas, Landlord and ACD-SA, Ltd., tenant that is attached to the Lease.

b. Minimum Rent. Notwithstanding anything in the Lease to the contrary, commencing on the Effective Date and through the expiration of the Extension Term, Tenant shall pay to Landlord Minimum Rent as follows:

<u>Rent Period</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Rent/SF</u>
Effective Date - October 31, 2016	\$16,076.50	\$192,918.00	\$16.50
November 1, 2016 - October 31, 2018	\$16,563.67	\$198,764.00	\$17.00

If the Effective Date is not the first calendar date of the month, Rent for the month including the Effective Date will be prorated by multiplying the monthly Rent amount by a fraction, the numerator of which is the number of days from the Effective Date until the last date of the month in which the Effective Date falls, and the denominator of which is the total number of days in the month in which the Effective Date falls.

c. Tenant's Proportionate Share. From and after the Effective Date, Tenant's Proportionate Share, as used in the Lease, shall be 24.64%.

d. Surrender of Premises. As of the Effective Date, Tenant hereby surrenders to Landlord the ASC Space. Tenant shall have no right to enter or occupy the ASC Space after the Effective Date. Landlord hereby accepts the surrender of the ASC Space in its present condition "AS IS," "WHERE IS," "WITH ALL FAULTS," as of the Effective Date. Tenant shall not be liable to Landlord for any loss, claim, or damage arising out of or relating to the ASC Space on or after the Effective Date.

e. Section 22.10 of the Lease is hereby deleted in its entirety and in lieu thereof shall read as follows: [Intentionally Omitted].

f. Security Deposit. Landlord and Tenant acknowledge that Landlord is holding on Tenant's behalf a security deposit in the amount of \$5,055.50. Landlord requires the total security deposit to equal one month's Minimum Rent, or \$16,076.50. Accordingly, on the Effective Date, Tenant will deposit with Landlord the sum of \$11,021.00 in immediately available funds, to be added to the amount of \$5,055.50 currently held by Landlord on Tenant's behalf as the security deposit, in accordance with all of the terms and conditions of the Lease.



3. Ratification. Except as modified in this Amendment, the terms of the Lease are hereby ratified and confirmed and shall remain in full force and effect as provided.
4. Brokerage. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment and Tenant agrees to indemnify Landlord against all costs, expenses, attorneys' fees, or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through, or under Tenant.
5. Tenant Estoppel. Tenant acknowledges and agrees that Landlord is not in default under the terms of the Lease as of the date of Tenant's execution of this Amendment. Tenant accepts the Premises "AS IS," "WHERE IS," "WITH ALL FAULTS," and without the benefit of any further improvements, and without any express or implied warranties whatsoever, including, without limitation, any warranty of suitability or fitness for a particular purpose. Any alterations to the Premises shall be made at the sole cost and expense of Tenant and in accordance with the terms of the Lease. Nothing in this paragraph is to be construed to relieve or otherwise limit Landlord's express obligations under the Lease.
6. Tenant Not a Restricted Entity. Tenant represents and warrants that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other action of any governmental authority and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.
7. No Termination, Cancellation, Contraction, Expansion or Similar Rights. Notwithstanding anything to the contrary contained in the Lease, Tenant hereby agrees and acknowledges that except for Tenant's Renewal Option(s) provided in the Seventh Amendment to this Lease, Tenant has no termination rights, cancellation rights, contraction rights, expansion rights, renewal or extension rights, first opportunity or first refusal or similar rights under the Lease. Any and all provisions contained in the Lease regarding Tenant's termination rights, cancellation rights, contraction rights, expansion rights, renewal or extension rights, first opportunity or first refusal or similar rights, if any, are hereby deleted from the Lease, and shall be of no further force or effect.
8. Miscellaneous.
  - a. Capitalized Terms. Any capitalized terms used herein and not defined herein shall have the same meaning as defined in the Lease.
  - b. Headings. The descriptive headings contained in this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Authority. Tenant has the full legal authority to execute and deliver this Amendment.

d. Time. Time is of the essence of this Amendment.

e. Severability. If any clause or provision of this Amendment is illegal, invalid or unenforceable under the present or future laws effective during the term hereunder, then it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby, and it is also the intention of the parties to this Amendment that, in lieu of each clause or provision of this Amendment that is illegal, invalid or unenforceable, there be added as a part of this Amendment a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

f. Amendment. This Amendment may not be modified or amended, except by an agreement in writing signed by Landlord and Tenant.

g. Entire Agreement. This Amendment, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Amendment shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Amendment.

h. Complete Signatures. This Amendment shall be null and void and of no force or effect unless it is executed by all of the signatories shown below.

i. Multiple Counterparts. Multiple copies of this Amendment may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates shown below, effective however, as of the Effective Date.

*(signatures appear on next page)*

sender o lease assignment 1 001.jpg

f lease

LANDLORD:

ELJODO, LTD., a Texas limited partnership

By Gene Powers General partner

Its: [Signature]

Name: Gene Powers

Title: President

Date: 9-11-2015

TENANT:

RIDI JV, LLP

a Texas registered limited partnership

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

**EUJODO, LTD.**, a Texas limited partnership

By: EUJODO Associates, L.L.C.,  
its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**BTDI JV, LLP**,  
a Texas registered limited partnership

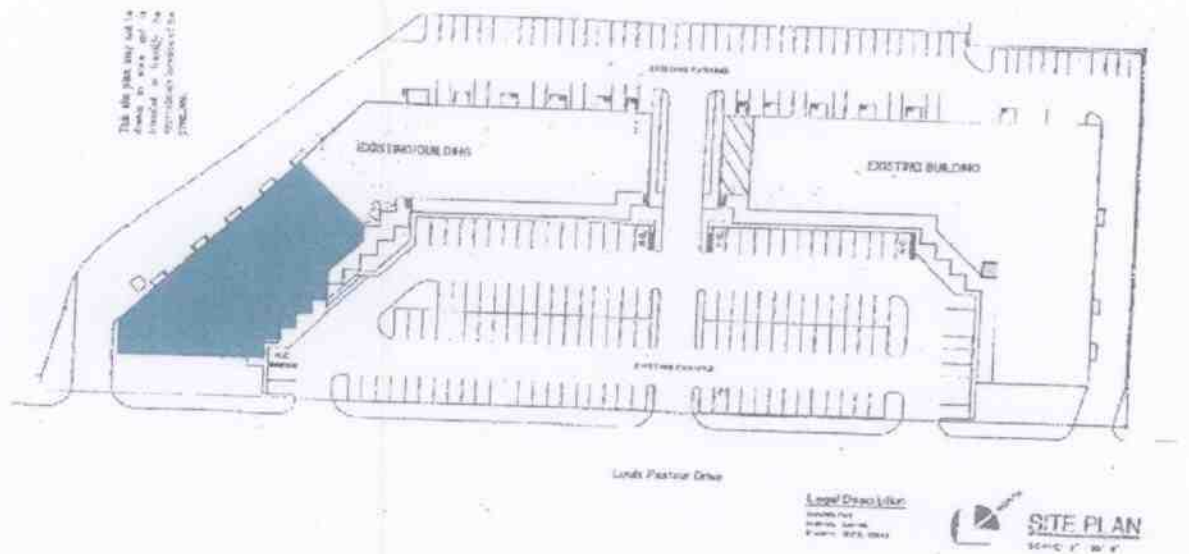
By: 

Name: Clete Madden

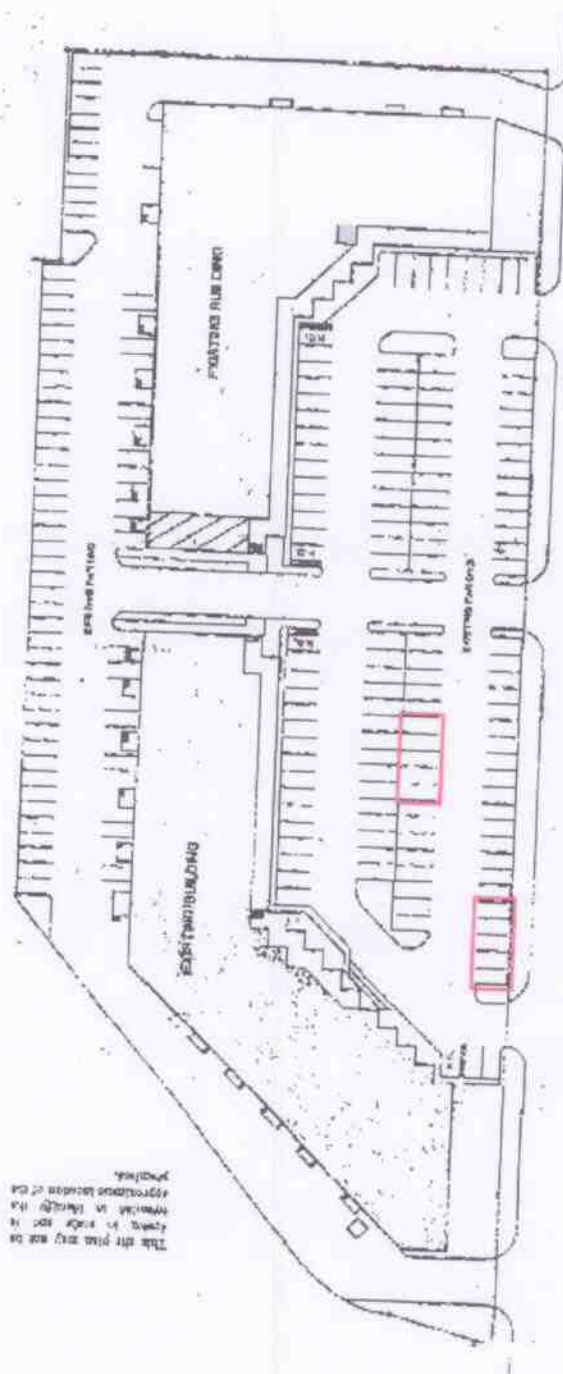
Title: President

Date: 9.15.2015

# EXHIBIT A







This site plan may not be  
reproduced or used in any way  
without the written consent of the  
author.

# **SITE PLAN** Scale: 1" = 30'-0"

Legend: Construction  
Shaded Area  
Proposed, ECH, etc.

Local Planning Office

*cm*