

LEASE AGREEMENT

This LEASE AGREEMENT (this "**Lease**"), dated September 15, 2015, is entered into by and between EUJODO, Ltd. ("**Landlord**") and ACD-SA, Ltd., a Texas limited partnership ("**Tenant**"). Landlord and Tenant are hereinafter sometimes referred to as the "**Parties**," and each a "**Party**."

RECITALS

WHEREAS, the Parties previously entered into that certain Lease Agreement, dated October 9, 1997 (the "**Old Lease**"), as amended by that certain First Amendment to Lease Agreement, dated May 12, 1998 (the "**First Amendment**"), as further amended by that certain Second Amendment to Lease Agreement, dated September 28, 1999 (the "**Second Amendment**"), as further amended by that certain Third Amendment to Lease Agreement, dated September 10, 2001 (the "**Third Amendment**"), as further amended by that certain Fourth Amendment to Lease Agreement, dated May 1, 2002 (the "**Fourth Amendment**"), as further amended by that certain Fifth Amendment to Lease Agreement, dated April 22, 2002 (the "**Fifth Amendment**"), as further amended by that certain Sixth Amendment to Lease Agreement, dated August 13, 2003 (the "**Sixth Amendment**"), and as further amended by that certain Seventh Amendment to Lease Agreement, dated November 25, 2012 (the "**Seventh Amendment**" and, collectively with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, the "**Original Lease**");

WHEREAS, pursuant to a Consent to and Assignment and Assumption of Lease, dated as of the date hereof (the "**Consent**"), Tenant has assigned the Original Lease to BTDI JV, LLP, a Texas limited liability partnership ("**Assignee**");

WHEREAS, in connection with the Consent, Landlord and Assignee have entered into an Eighth Amendment to Lease Agreement, dated as of the date hereof, which amends the Original Lease to, among other things, relinquish Assignee's right to the approximately 3,500 square feet of space referred to as the "ASC Space" in the Seventh Amendment (the "**ASC Space**"); and

WHEREAS, Landlord and Tenant desire to enter into this Lease to reflect Tenant's lease of the ASC Space from Landlord.

NOW, THEREFORE, in consideration of the foregoing and of the mutually beneficial terms herein contained and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease. Subject to Section 2 below, the provisions of the Original Agreement are incorporated herein, and apply to this Lease as if it were the "Lease" referenced therein, *mutatis mutandis*. A copy of the Original Lease, including all amendments, is attached hereto as Exhibit A.

2. Modifications to Original Lease. Notwithstanding Section 1 above, the Original Agreement is hereby modified as follows:

(a) Section 1.1(d) of the Original Lease is modified and replaced with the following:

“(d) TENANT: ACD-SA, Ltd.”

(b) Section 1.1(e) of the Original Lease is modified and replaced with the following:

“(e) ADDRESS OF TENANT FOR NOTICES: PO BOX 301749 Austin, TX 78703.”

(c) Section 1.1(g) of the Original Lease is modified and replaced with the following:

“(g) LEASE PREMISES: An area of approximately 3,500 square feet of Floor Area within the Center, located as shown on Exhibit “A” hereto.”

(d) Section 1.1(h) of the Original Lease is modified and replaced with the following:

“(h) ADDRESS OF PREMISES: 7220 Louis Pasteur, Suite 120, San Antonio, Texas 78229”

(e) Section 1.1(i) of the Original Lease is modified and replaced with the following:

“(i) LEASE TERM: (See Article II) The Term of this Lease shall commence on September 4, 2015 and shall terminate on October 31, 2018; provided, that Tenant may, upon satisfaction of the Termination Conditions Precedent (as defined below), terminate this Lease as of June 30, 2016 (the “**Early Termination Date**”) by providing Landlord with written notice (the “**Early Termination Notice**”) thereof not later than December 31, 2015. As used herein, the “**Termination Conditions Precedent**” shall mean: (1) Tenant’s timely delivery to Landlord of the Early Termination Notice; (2) on the date Landlord receives the Early Termination Notice, no event of default has occurred and is continuing; (3) Landlord has received, within 30 days prior to the Early Termination Date, cash or other immediately available funds in an amount equal to the Early Termination Payment (as defined below); and (4) on or before the Early Termination Date, Tenant has satisfied all of its obligations under the Lease and accruing on or before such date. As used herein, “**Early Termination Payment**” shall mean an amount equal to one-quarter (1/4) of the product of \$16.50 multiplied by the actual rental square footage of the Lease Premises, as determined by Landlord’s architect.”

(f) Section 1.1(j) of the Original Lease is modified and replaced with the following:

“(j) MINIMUM RENT: Landlord acknowledges that all amounts due for the month of September 2015 under the Original Lease have been paid in full. Effective October 1, 2015, 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>
Oct. 1, 2015-Oct. 31, 2016	\$4,812.50	\$57,750	\$16.50
Nov. 1, 2016-Oct. 31, 2018	\$4,958.33	\$59,500	\$17.00

(g) Tenant’s Proportionate Share: Tenant’s Proportionate Share, as used in the Original Lease, shall be 7.4%.

(h) Section 1.1(m) of the Original Lease is hereby modified and replaced with the following:

“SECURITY DEPOSIT: (See Section 3.8) \$4,812.50”

(i) Paragraph 6 of the Addendum to the Original Lease is hereby modified as follows:

“Section 24.0: So long as Tenant is not in default under this Lease, Tenant shall have the right to 5 parking spaces on site at no cost during the Lease Term. Landlord shall have the right to designate that Tenant’s employees park in certain areas, which shall be proximate to the Lease Premises.”

(j) Paragraph 8 of the Addendum to the Original Lease is hereby modified as follows:

“Reserved Parking: So long as Tenant is not in default under this Lease, Tenant shall have the exclusive right to use three (3) designated parking spaces (Primary Reserved Spaces) located as shown on Exhibit C. If during the Term of the Lease it is mutually determined by Landlord and Tenant that Tenant is not fully utilizing all of this reserved parking, Landlord shall have the right to recapture one (1) designated space. Tenant may designate its spaces by painting on the paving in a professional manner.”

(k) Exhibit “A” to the Original Lease depicting the Lease Premises is hereby deleted and modified to reflect Exhibit B attached hereto.

(l) The provisions of the Seventh Amendment are hereby deleted in their entirety and replaced, if applicable, with the provisions contained herein.

3. Ratification. Except as modified in this Lease and pursuant to Section 1, the terms of the Original 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 in connection with the negotiation or execution of this Lease.

5. Capitalized Terms. Any capitalized terms used in this Lease and not defined herein shall have the meaning set forth in the Original Lease.

6. Headings. The descriptive headings contained in this Lease are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

7. Authority. Tenant and Landlord have full legal authority to execute and deliver this Lease.

8. Time. Time is of the essence of this Lease.

9. Severability. If any clause or provision of this Lease 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 Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that, in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease 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.

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

11. Entire Agreement. This Lease, 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, including the Original Lease. No representation, warranty, covenant, agreement or condition not expressed in this Lease shall be binding upon the Parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Lease.

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


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

LANDLORD:

ELIODO, L.T.D., a Texas limited partnership

By: 
its general partner

By: 
Name: Glenn Devault
Title: President

TENANT:

ACD-SA, LTD., a Texas limited partnership

By: 
Name: James R. Valentine
Title: CEO

Exhibit A
Original Lease
[See attached.]

Exhibit B

Lease Premises

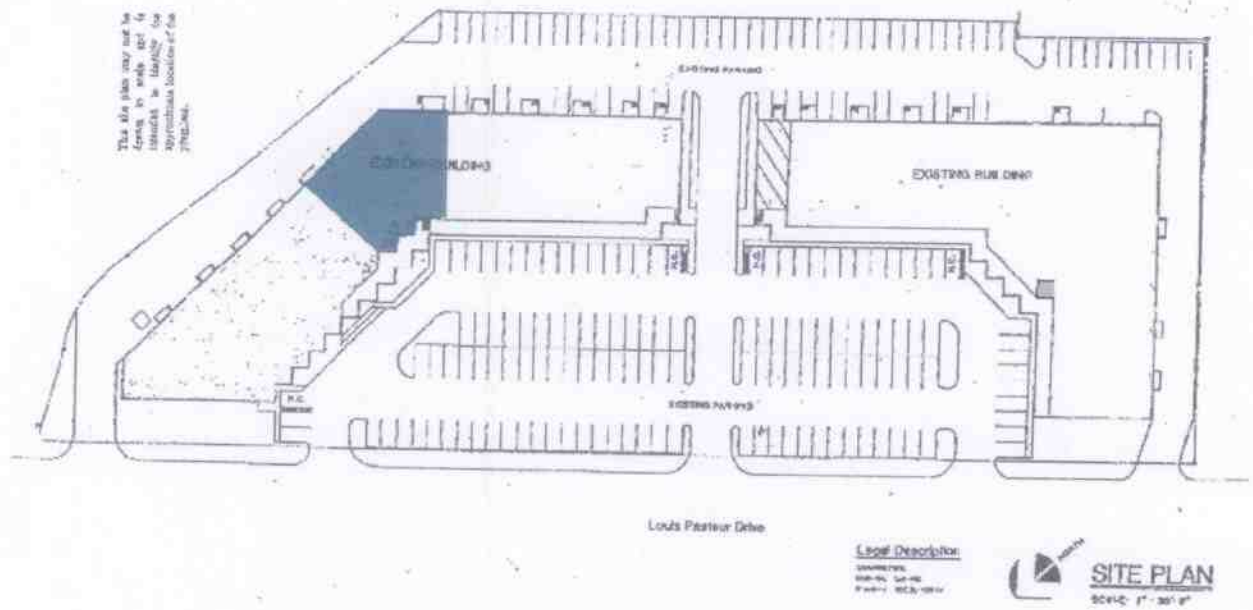


Exhibit C

Reserved Parking

