

**FIRST AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
EUJODO, LTD, LANDLORD
AND
BTDI JV, LLP, TENANT**

This First Amendment to Lease Agreement, is entered into this 22nd day of June, 2023, by and between EUJODO, LTD. ("Landlord"), and BTDI JV, LLP ("Tenant"), with regard to that space at MedCentre Pointe, located at 7220 Louis Pasteur, San Antonio, TX 78229 (the "Project"); therefore

WHEREAS on the September 28, 2018, Landlord executed a lease ("the Lease") with Tenant in Suite 115 for approximately 11,338 rentable square feet of space at the Project ("Premises"); and

WHEREAS the Lease commenced on November 1, 2018;

WHEREAS it is now the desire of Landlord and Tenant to amend the above-described Lease; 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 the mutually beneficial terms herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Landlord and Tenant hereby further modify and amend certain terms and conditions in the Lease as follows:

- 1) With respect to Article 1.1(i), LEASE TERM, the Commencement Date for the purposes of this Amendment shall be November 1, 2023, and the Expiration Date shall be October 31, 2027, subject to Tenant's Renewal Option set forth in Exhibit I attached hereto. The Premises are accepted by Tenant in "as is" condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Building.
- 2) With respect to Article 1.1(r) CONSTRUCTION ALLOWANCE, Landlord shall provide an allowance of up to \$50,000.00 for Tenant to make leasehold improvements to the Premises (the "Construction Allowance"). Such Construction Allowance must be requested by Tenant no later than October 31, 2025. Landlord shall reimburse Tenant within thirty (30) days of Tenant's request for disbursement of the Construction Allowance and Landlord's receipt of paid receipts for the work and a final lien releases from any vendors (whose work exceeds \$10,000.00) that are used by Tenant.
- 3) With respect to Article 1.1(k), MINIMUM RENT, for the Premises for the remainder of the Lease Term shall be modified as follows:

<u>Period</u>	<u>Monthly Rent</u>
11/01/2023 – 10/31/2024	\$19,841.50
11/01/2024 – 10/31/2025	\$20,786.33
11/01/2025 – 10/31/2026	\$21,731.17
11/01/2026 – 10/31/2027	\$22,676.00

** Subject to the terms of the Lease, for a period commencing on November 1, 2023 and ending on January 31, 2024, Landlord will forebear the obligation of Tenant to pay Minimum Rent at the rate of \$21.00 per rentable square foot of the Premises per annum (the "Abated Payments"), with the Abated Payments equaling \$59,524.50.

- 4) Exhibit I – Renewal Option (see attached) is hereby made a part of the Lease.
- 5) Tenant Exclusivity – So long as Tenant: 1) is not in default of any term or condition of the Lease or Amendment thereto, 2) is physically occupying the Premises and conducting business on a daily basis at the Premises in accordance with the terms of the Lease, 3) has not subleased or assigned any portion of the Premises without Landlord's consent and 4) has not allowed the Renewal Option provided herein to lapse, Landlord shall not lease space in the Project to another tenant whose primary use is medical imaging or diagnostic imaging.
- 6) Relocation Right – So long as Tenant: 1) is not in default of any term or condition of the Lease or Amendment thereto beyond any applicable notice and cure period, and 2) has not subleased or assigned any portion of the Premises after the date of this First Amendment, Article XXII.9 of the Lease is hereby deleted and shall be of no further force or effect.
- 7) Brokerage – Landlord and Tenant agree that neither Landlord nor Tenant nor any of

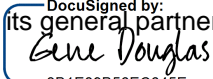
its representatives, employees or agents have consulted or negotiated with any broker or finder with regard to this Amendment except Jones Lang LaSalle Brokerage, Inc. ("Tenant's Broker"). Landlord shall cause any commission due to Tenant's Broker to be paid by Landlord pursuant to a separate written agreement between Landlord Tenant's Broker.

- 8) Ratification – Landlord and Tenant agree that no other modifications, amendments or representations have been made with respect to the Lease and, with the exceptions of those terms and conditions specifically modified and amended herein, the Lease shall remain in full force and effect in all its terms and conditions, and Tenant is not relying on any expressed or implied promises, representations, terms or conditions made by Landlord or its agents or predecessors other than those expressly set out in the Lease.

EXECUTED in multiple copies on the date first written above:

LANDLORD: EUJODO, LTD

TENANT: BTDI JV, LLP

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

By: 3B1E89B56EC645E...
Name: Gene Douglas
Title: Member

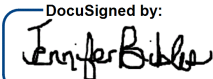
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By: 879A1D8E8F0B485
Name: Jennifer Bibles
Title: Group President

EXHIBIT I

RENEWAL OPTION

Tenant shall have the right to extend the Lease Term for all of the Premises for one (1) additional period of four (4) years (the “Renewal Option”). If exercised properly, the extended term shall commence on the day following the Expiration Date of the then current Lease Term and end on the fourth (4th) anniversary of the Expiration Date (the “Renewal Term”), if:

- A.
 - 1. Landlord receives notice of exercise of the Renewal Option (“Initial Renewal Notice”) not less than nine (9) full calendar months prior to the expiration of the then current Lease Term; and
 - 2. Tenant is not in default under the Lease or any subsequent amendment beyond any applicable cure periods at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Notice; and
 - 3. No part of the Premises is sublet at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Notice (as hereinafter defined); and
 - 4. Tenant executes and returns the Renewal Amendment (hereinafter defined) within fifteen (15) days after its submission to Tenant.
- B. The initial Minimum Rent rate per rentable square foot for the Premises during the Renewal Term shall equal the Prevailing Market (hereinafter defined) rate per rentable square foot for the Premises.
- C. Tenant shall pay the Common Area Maintenance Fee, Insurance Charge and Tax Charge (i.e. Operating Expenses) for the Premises during the Renewal Term in accordance with the Lease.
- D. Within thirty (30) days after receipt of Tenant’s Initial Renewal Notice, Landlord shall advise Tenant of the applicable Minimum Rent rate for the Premises for the Renewal Term. Tenant, within fifteen (15) days after the date on which Landlord advises Tenant of the applicable Minimum Rent rate for the Renewal Term, shall either (i) give Landlord final binding written notice (“Binding Notice”) of Tenant’s exercise of its option, or (ii) if Tenant disagrees with Landlord’s determination, provide Landlord with written notice of rejection (the “Rejection Notice”). If Tenant fails to provide Landlord with either a Binding Notice or Rejection Notice within such fifteen (15) day period, Tenant’s Renewal Option shall be null and void and of no further force and effect. If Tenant provides Landlord with a Binding Notice, Landlord and Tenant shall enter into the Renewal Amendment upon the terms and conditions set forth herein. If Tenant provides Landlord with a Rejection Notice, Landlord and Tenant shall work together in good faith to agree upon the Prevailing Market rate for the Premises during the Renewal Term. Upon agreement Tenant shall provide Landlord with Binding Notice and Landlord and Tenant shall enter into the Renewal Amendment in accordance with the terms and conditions hereof.
- E. If Tenant is entitled to and properly exercises its Renewal Option, Landlord shall prepare an amendment (the “Renewal Amendment”) to reflect changes in the Minimum Rent, Lease Term, Termination Date and other appropriate terms. The Renewal Amendment shall be:
 - 1. sent to Tenant within fifteen (15) days after receipt of the Binding Notice; and
 - 2. executed by Tenant and returned to Landlord in accordance with paragraph A.4. above.
- F. For purpose hereof, “Prevailing Market” shall mean the arms length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Project. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease, such as rent abatements, construction costs and other concessions and the manner, if any, in which the Landlord under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Lease.

- G. Landlord and Tenant agree to negotiate in good faith concerning the market rates, market concessions and allowances for the Renewal Term, but if Landlord and Tenant cannot agree to the market rates, market concessions and allowances within one hundred sixty (160) days before the commencement date of the Renewal Term, upon either Landlord's or Tenant's request, they shall each select an MAI (or successor designation of the American Institute of Real Estate Appraisers) appraiser. The two appraisers shall determine the market rates, market concessions and allowances (by determining a net market rate taking into account all relevant factors including the market concessions, allowances and Tenant's moving costs deemed appropriate by each such appraiser), but if they cannot agree within one hundred twenty (120) days before the commencement date of the Renewal Term, the appraisers shall select a third MAI appraiser, and the market rates, market concessions and allowances shall be the mean amount of the two appraised values which are closest to each other (or if there are not two appraised values which are closest to each other, the mean of all three such appraisals), which values shall be determined within one hundred appraisals), which values shall be determined within ninety (90) days prior to the commencement date of the Renewal Term. Landlord and Tenant shall each pay their own appraiser's fees and shall equally divide the fees of the third appraiser.