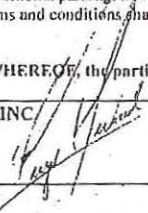
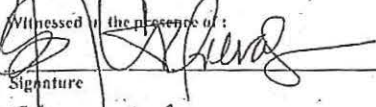
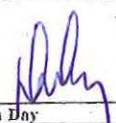


Martes, 09 de Agosto de 2011
04:21 p.m.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO 7	DATE 8/15/2011
SUPPLEMENTAL LEASE AGREEMENT		BY LEASE: MJ GSB-07B-16625	
ADDRESS OF PREMISES: Northwood Tower, 1777 NE Loop 410 San Antonio, TX 78217			
THIS AGREEMENT, made and entered into this date by and between ELJOAN, INC., whose address is 1777 NE Loop 410 San Antonio, TX 78217 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto agree to supplement the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows: 1.) To increase the amount of area leased by the Government; and 2.) To change the rental payment schedule; and 3.) To increase the percentage of occupancy; and 4.) To change the Common Area Factor; and 5.) To address the Unauthorized Tenant Improvement stipulation; and 6.) To change the Tenant Improvement Allowance and provide for payment; and 7.) To provide for Design and Construction; and 8.) Provide "as-built" drawings; and 9.) Provide for additional parking; and 10.) All other terms and conditions shall remain in full force and effect. IN WITNESS WHEREOF, the parties subscribe their names as of the above date. See Attached BY: ELJOAN, INC.  Signature _____ Title _____ Printed Name JOSE LUIS SEVILA SANCHEZ Witnessed in the presence of:  Signature _____ 1777 NE Loop 410, Ste 202 Printed Name Gloria Contreras (Address) San Antonio, TX 78217 City, State, Zip UNITED STATES OF AMERICA  Don Day Contracting Officer (Official Title) General Services Administration 819 Taylor St., Room 5A18 Forth Worth, Texas 76012			

Supplemental Lease Agreement #7

LTX- 16625
1777 NE Loop 410
San Antonio, TX 78217

1.) Expansion Area

The Lessor and Government have agreed to increase the amount of leased area by 5,107 Rentable Square Feet (RSF) yielding 4,600 ANSI/BOMA Office Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 20,764 RSF and 18,901 ABOA to 25,871 RSF and 23,501 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit "A."

2.) Rental Payment Schedule

The new Rental amounts shall be as follows:

From the Acceptance Date of the Tenant Improvements by the Government through July 25, 2020 [expiration date of this lease] the total annual rental shall be \$690,670.80 at the rate of \$57,555.90 paid monthly in arrears. The total annual rent consists of Shell Rent of \$371,547.89, annual Operating Costs of \$153,067.62 plus annual CPI adjustments as stated in the Solicitation for Offer, and an annual Tenant Improvement Amortization cost of \$166,055.29. The anticipated date of occupancy for the expansion is February 28, 2012.

From July 26, 2015 through July 25, 2020, the total annual rent shall be \$661,186.16 at the rate of \$55,098.85 paid monthly in arrears. The total annual rent consists of Shell Rent of \$508,118.54, annual Operating Costs of \$153,067.62 plus annual CPI adjustments as stated in the Solicitation for Offer, and there are no annual Tenant Improvement Amortization costs.

3.) Percentage of Occupancy



The percentage of occupancy for Real Estate Tax purposes shall changed from 8.1% to 10.09 % [25,871 / 256,429 X 100]. Base year of taxes is 2010.

4. Common Area Factor

The Common Area Factor shall change from 1.1133 to 1.1008 [RSF/ABOA]

5.) Unauthorized Tenant Improvements:

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

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6.) Tenant Improvements:

- A.) The total cost of the **Tenant Improvement Allowance** for the **Expansion Area** is \$127,675.00 [4,600 ANSI/BOMA Office Area x \$27.7554] and shall be amortized monthly through the rent for the remaining firm term after acceptance of the Tenant Improvements by the Government. The anticipated date of acceptance of the Tenant Improvements and occupancy is on or before February 28th, 2012. Thus leaving 46 remaining months to amortize the cost of the Tenant Improvements. The interest rate shall be six percent (6%). The annual cost of the amortized portion of the Tenant Improvement cost with 46 month term is \$37,366.30 or \$3,113.86 per month and shall be paid as part of the total monthly rental payment. If the anticipated date of acceptance changes, the amortization shall change to match the remaining months on the lease's firm term.
- B.) For the **Existing Area**, the sum of \$554,709.20 is amortized monthly over the first five (5) year firm term of the Lease at an interest rate of six (6%) and paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement amortization is \$128,688.99 paid monthly in arrears in the amount of \$10,724.08 and shall be part of the total monthly rental payment. This amount is currently being paid to the Lessor.
- C.) After the completion of the Tenant Improvements of the Expansion Area and the acceptance of the Tenant Improvements by the Government, the total annual cost of the **Existing Area** and the **Expansion Area's Amortized Tenant Improvements** shall be \$166,055.29 [$\$37,366.30 + \$128,688.99 = \$166,055.29$] and shall be paid monthly through the rent for the remaining months of the firm term at the rate of \$13,837.94 per month in arrears.

7.) Design and Construction

A.) The Lessor shall be responsible for the cost of the Design Intent Drawings (DIDs). The Government shall be responsible for the cost of the Construction Drawings (CDs) and will pay for the construction drawings out of the Tenant Improvement Allowance. The cost for the CDs shall be negotiated between the Government and the Lessor after the DIDs have been completed and approved by the Government. The negotiated cost of the CDs, the approval of the DIDs, and the Notice to Proceed to create the CDs shall be memorialized by a subsequent Supplemental Lease Agreement. The Government shall review the CDs at 50% completion and 95% completion, however, the Government shall not approve the CDs. The Lessor shall remain responsible for the accuracy of the CDs, which shall reflect the Government approved DIDs.

B.) After the completion of the Construction Drawings, the Lessor, as the General Contractor, shall have the CDs bid by a minimum of two (2) sub-contractors. The Government shall have the right to review the bids and determine whether the costs are fair and reasonable. The Lessor shall provide the Shell and Tenant Improvement cost breakdowns using the industry-standard "MasterFormat." The total cost of the Tenant Improvements shall be negotiated with the Government. A subsequent Supplemental Lease Agreement shall state how the Government will pay the total cost of the improvements, a Notice to Proceed for the construction will be provided, and an anticipated date of completion of all improvements will be stipulated.

C.) The Lessor shall be responsible for the cost of the Design Intent Drawings (DIDs) and shall provide them within 30 calendar days after execution of this SLA. The Government shall be responsible for the cost of the Construction Drawings (CDs) and will pay for the construction drawings out of the Tenant Improvement Allowance. Lessor shall complete the CD's within 30 calendar days of Government approval of the DID's. The cost for the CDs shall be negotiated between the Government and the Lessor after the DIDs and prior to the commencement of the architect starting the CDs. The Government shall have the right to approve the DIDs and review the CDs. The Government shall review the CD's within 15 work days of completion. However, the Government shall not approve the CDs. The Lessor shall remain responsible for the accuracy of the CDs which shall reflect the Government approved DIDs.

D.) Within 14 days after the completion of the Construction Drawings, the Lessor shall obtain bid(s). The Government shall have the right to review the bids and determine whether the costs are fair and reasonable. The Lessor shall provide the Shell and Tenant Improvement cost breakdowns using the industry-standard "MasterFormat." The total cost of the Tenant Improvements shall be negotiated with the Government and a subsequent SLA shall state how the Government will pay for any Tenant Improvements over and above the costs the Lessor is/will not going to amortize or will reduce the rent based on the actual costs and to provide an anticipated date of completion of all improvements.

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E.) Upon completion and acceptance by the Government of all Tenant Improvements a subsequent SLA will be created to commence the rental payments and to restate the terms for the entire lease, to include the Expansion Area. The anticipated

date of the completion of all the Tenant Improvements items as of the date of this Supplemental Lease Agreement is December 26, 2011.

8.) Floor Plans after Occupancy (as-builts)


A.) The Lessor shall provide the Government with Computer-Aided Design (CAD) files of "as-built floor plans" showing the space under lease, as well as corridors, stairways, and core areas to the Contracting Officer. The plans shall have been generated by a CAD program, which is compatible with the latest release of AutoCAD. The required file extension is DWG.

B.) Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number.

9.) Parking Spaces

The number of parking spaces shall change from 35 surface and 1 structured in the executive garage to 51 surface and 1 structured in the executive garage.

10.) All other terms and conditions shall remain in full force and effect.

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