GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SURVICE

SUPPLEMENTAL AGREEMENT NO 1

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-07B-16844

ADDRESS OF PREMISES: 1777 NE Loop

San Antonio, TX 78217-5216

THIS AGREEMENT, made and entored into this date by and between ELJOAN, INC. whose address is 1777 NE Loop 410, STE 202, San Antonio, TX 78217-5216

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

WHEREAS, the parties hereto agree to supplement the above Leaso.

- 1.) To accept the Tenant Improvements as completed and;
- 2.) establish the Commencement Dato of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) ostablish the termination rights; and
- 7.) establish the reduction amount for vacant space; and
- 8.) establish the parking; and
- 9.) establish the Overtime Heating and Cooling rate; and
- 10.) all other terms and con

ee Attached

IN WITNESS WHEREOI

names as of the above date.

BY: ELJOAN, INC.

Signature

PRESIDENT

Jonge L. South Sondiez Printed Na

Witnessed

Signature

UTHONY W. EUGERLED

UNIT

General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102

GA

Contracting Officer (Official Title)

Supplemental Lease Agreement No. 1 GS-07B-16844 1777 NE Loop 410 San Antonio, TX 78217-5216

- 1.) The Government accepts the leased space located on the 2nd Floor, Suite #203 on January 1, 2012.
- 2.) The total term of the lease agreement is ten (10) years with a firm term of five (5) years. The commencement date of the rental shall begin on January 1, 2012 and shall expire on December 31, 2021.
- 3.) The office space square footage shall be 2,257 rentable square feet yielding 1,946 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From January 1, 2012 through December 31, 2016 the total annual rent shall be \$46,670.53 at the rate of \$3,889.21 paid monthly in arrears. The total annual rent consists of annual Shell Costs of \$24,465.88, Operating Costs of \$12,955.18 plus annual CPI adjustments as stated in the Solicitation For Offer, and annual Tenant Improvement costs of \$9,249.47. The total Tenant Improvement cost of \$33,997.90 will be amortized for 60 months at 5.885% interest.

From January 1, 2017 through December 31, 2021 the total annual rent shall be \$50,782.50 at the rate of \$4,231.88 paid monthly in arrears. The total annual rent consists of annual Shell Costs \$36,134.57 and Operating Costs of \$14,647.93 plus annual CPI adjustments as stated in the Solicitation For Offer.

- 5.) The lease is subject to Real Estate Tax reimbursement as provided for in the Paragraph Tax Adjustment of the SPO. For tax adjustments, the percentage of occupancy is established at .01%.
- 6.) The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
- 7.) In accordance with the SFO paragraph entitled "Adjustment for Vacant Promises," the adjustment shall be a reduction of \$7,22/ANSI-BOMA Office Area for vacant space.
- 8.) Included in the rent, at no additional cost to the Government are 9 surface parking spaces.
- 9.) The rate for Overtime Heating and Cooling is established at \$50.00 per hour for the entire Government leased premise. The Overtime Heating and Cooling Usage rate shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the lease agreement.

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

Gov't Initials

Lessor Initials: