



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL SUBLEASE

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1. PARTIES: The parties to this sublease are:

Sublessor: Pflugerville Community Development Corporation ; and
Sublessee: Tracking Point, Inc.

2. SUBLEASED PREMISES:

A. Sublessor leases to Sublessee the following described real property, known as the "subleased premises," along with all its improvements:

Suite or Unit Number TBD containing approximately 48,000 square feet of rentable area in Pecan 130 Business Park (project name) at 3709 Helios Way, Building 1 (address) in Pflugerville, TX (city), Travis (county), Texas, which is legally described on attached Exhibit or as follows: Lot 4 Renewable Energy Park (see Travis CAD tax roll with Exhibit A)

and which is shown on the attached Exhibit A (Identify schematic, floor plan or exhibit). The rentable area of the subleased premises may not equal the actual useable area within the subleased premises and may include an allocation of common areas in the building in which the subleased premises are located. The rentable area will not be adjusted if remeasured except to conform to the area measurement under the master lease.

B. "Master lease" means the written lease dated October 9, 2012, under which Sublessor leases the subleased premises from 130 Commerce Center LLC (Landlord), a copy of which is attached to this sublease and incorporated by reference.

3. TERM: The term of this sublease is 60 months and 0 days, commencing on Tenant's issuance of C.O. and ending on Expiration of Master Lease.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this sublease, Sublessee will pay base monthly rent as described on attached Exhibit B or as follows:

Table with 5 columns: Dates (From, To), Rate per rentable square foot (optional) (\$ Monthly Rate, \$ Annual Rate), and Base Monthly Rent \$. Rows contain placeholder text like / rsf / month and / rsf / year.

- B. First Full Month's Rent: Sublessee will pay the first full base monthly rent on or before Lease Signing in the amount of \$50,400.
- C. Prorated Rent: If this sublease begins on a day other than the first day of a month, Sublessee will pay Sublessor, as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the date this sublease begins to the first day of the following month divided by the number of days in the month in which this sublease begins. Sublessee will pay the prorated rent on or before the date this sublease begins.
- D. Additional Rent: In addition to the base monthly rent and prorated rent, Sublessee will pay, as additional rent at the times required under the master lease, the following:
- (1) all amounts that the master lease identifies as additional rent or as expense reimbursements that Sublessor is obligated to pay under the master lease except: based on such prorata share allocated to the subleased premises.
 - (2) _____ % of Sublessor's pro rata share of expense reimbursements that Sublessor is obligated to pay under the following paragraphs or addenda of the master lease: _____.
 - (3) _____.
- E. Place of Payment: Except when this Sublease provides otherwise, Sublessee will remit all amounts due under this sublease to the following person at the place stated:
- Name: Pflugerville Community Development Corporation
Address: 203 West Main, Suite E
Pflugerville, TX 78660
- F. Method of Payment: Sublessor must pay all rent timely without demand, deduction, or offset, except as permitted by law or this sublease.
- G. Late Charges: If rent is not actually received by the person designated to receive the rent at the place of payment within 5 days after the date it is due, Sublessee will pay a late charge equal to the amount of the late charge stated in the master lease. In this paragraph, the mailbox is not the agent for receipt for the person named to receive payment. Acceptance of a late charge does not waive Sublessor's right to exercise its remedies under Paragraph 15.
- H. Returned Checks: For each check that Sublessee tenders and is returned by the institution on which it is drawn for any reason, Sublessee will pay: (1) any late charges until payment is made in full; and (2) an amount equal to the charge in the master lease for a returned check.

5. SECURITY DEPOSIT:

- A. Upon execution of this sublease, Sublessee will pay \$ 50,400.00 to Sublessor as a security deposit.
- B. Sublessor may apply the security deposit to any amounts owed by Sublessee under this sublease. If Sublessor applies any part of the security deposit during any time this sublease is in effect to amounts owed by Sublessee, Sublessee must, within 10 days after receipt of notice from Sublessor, restore the security deposit to the amount stated.
- C. Within 60 days after Sublessee surrenders the leased premises and provides Sublessor written notice of Sublessee's forwarding address, Sublessor will refund the security deposit less any amounts applied toward amounts owed by Sublessee or other charges authorized by this sublease.

6. UTILITIES, MAINTENANCE, AND REPAIRS:

A. Sublessee will pay for all amounts that Sublessor is obligated to pay under the master lease for utilities, connection charges, maintenance of the subleased premises, and repairs to the subleased premises except: _____

_____. Sublessee will remit the amounts due under this paragraph to the persons who are to be paid for such services under the master lease.

B. If any condition needing repair or maintenance is the Landlord's obligation under the master lease:

(1) Sublessee will notify Sublessor of the condition and Sublessor will then notify Landlord as provided in the master lease.

(2) Sublessee will notify the Landlord of the condition and provide a copy of the notice to Sublessor.

7. INSURANCE:

A. During all times this sublease is in effect, Sublessee must, at Sublessee's expense, maintain in full force and effect from an insurer authorized to operate in Texas insurance policies that are equivalent in coverage and amounts to the insurance policies that Sublessor is required to maintain under the master lease.

B. The insurance policies under this Paragraph 7 must name Sublessor and Landlord as additional insureds. Sublessee must provide Sublessor with a copy of the insurance certificates evidencing the required coverage before the date this sublease begins.

C. Sublessee must promptly notify Landlord and Sublessor of any casualty loss.

8. USE AND HOURS:

A. Sublessee may not use the subleased premises in any manner or at any time that conflicts with the permitted use and time in the master lease or that cause Sublessor to be in default of the master lease.

B. Sublessee will comply with:

(1) all of the terms of the master lease;

(2) all of Landlord's rules and regulations; and

(3) all laws, ordinances, and governmental orders and regulations that relate to the occupancy and use of the subleased premises.

9. ALTERATIONS: Sublessee may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or modify the subleased premises and may not post any signs on or around the subleased premises without Sublessor's written consent. Sublessee may not alter any locks or any security devices in the subleased premises without Sublessor's consent. Any permitted alteration, improvement, modification, or sign and the removal of such items must comply with the master lease.

10. ACCESS BY SUBLESSOR: Sublessor may enter the subleased premises for any reasonable purpose at reasonable times by providing Sublessee reasonable notice.

11. MOVE-IN CONDITION:

A. Sublessee has inspected the subleased premises and accepts it in its present ("as-is") condition unless expressly noted otherwise in this sublease.

- B. Sublessor and any broker make no express or implied warranties as to the condition or permitted use of the subleased premises.

12. MOVE-OUT CONDITION:

- A. At the time this sublease ends, Sublessee will surrender the subleased premises in the same condition as when received, except for normal wear and tear. Sublessee will leave the subleased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants. "Surrender" and "normal wear and tear" have the meanings assigned to those terms under the master lease.
- B. If Sublessee leaves any personal property in the subleased premises after Sublessee surrenders possession of the subleased premises, Sublessor may, in addition to any remedy that Landlord may exercise under the master lease:
- (1) require Sublessee, at Sublessee's expense, to remove the personal property by providing written notice to Sublessee; or
 - (2) retain such personal property as forfeited property to Sublessor.
- C. Any fixtures that Sublessor does not require Sublessee to remove under this sublease or as provided by this paragraph become the property of Sublessor and must be surrendered to Sublessor at the time this sublease ends.
- (1) Signs: Unless Sublessor or Landlord notify Sublessee otherwise, Sublessee will remove, upon move-out and without damage to the subleased premises, all permitted signs that Sublessee places or causes to be placed on the subleased premises.
 - (2) Other Fixtures: By providing written notice to Sublessee before this sublease ends, Sublessor may require Sublessee to remove, upon move-out and without damage to the subleased premises, any or all fixtures that are placed on the subleased premises by or at the request of Sublessee.

- 13. LIENS:** Sublessee may not do anything that will cause the title of the property on which the subleased premises are located to be encumbered in any way.

- 14. INDEMNITY:** Each party will indemnify and hold the other party harmless from any damage or liability caused by the non-indemnifying party or that party's employees, patrons, guests, or invitees, including but not limited to damage to the subleased premises, damage to the project in which the leased premises are located, personal injury, or any other loss.

15. DEFAULT:

- A. Default by Sublessee:
- (1) Sublessee will be in default of this sublease if Sublessee:
 - (a) fails to pay rent at the place designated for payment by the time required;
 - (b) substantially vacates or abandons the subleased premises;
 - (c) causes Sublessor to be in default of the master lease; or
 - (d) fails to comply with any provision in this sublease and fails to cure the non-compliance within 10 days after Sublessor notifies Sublessee of its failure to comply.
 - (2) If Sublessee is in default Sublessor may, with at least 3 days written notice to Sublessee: (i) terminate this sublease, or (ii) terminate Sublessee's right to occupy the subleased premises without terminating this sublease and may accelerate all rents which are payable during the remainder of this sublease. Sublessor will attempt to mitigate any damage or loss caused by Sublessee's breach by using commercially reasonable means and Sublessee will be liable for Sublessor's damages, including but not limited to, lost rent, reletting expenses, repairs, cleaning costs, eviction costs, collection costs, attorney's fees, court costs, and prejudgment interest.

(3) If Sublessee is in default under Paragraph 15A(1)(c), Sublessor may, in addition to or as an alternative to the remedy under Paragraph 15A(2), enter the subleased premises and perform whatever action is required to be performed under the master lease and Sublessee must, upon demand, reimburse Sublessor the expenses it incurs in bringing Sublessee into compliance.

B. Default by Sublessor:

(1) Sublessor will be in default of this sublease if:

- (a) Sublessor fails to comply with any provision in this sublease and fails to cure the non-compliance within 10 days after Sublessee notifies Sublessor of its failure to comply; or
- (b) Sublessor's actions or omissions cause it to be in default of the master lease.

(2) If Sublessor is in default for any reason, Sublessee may exercise any remedy available at law. If Sublessor is in default under Paragraph 15B(1)(b), Sublessee may, in addition to or as an alternative to its other available remedies, perform whatever action Sublessor is required to perform under the master lease and Sublessor must, on demand, reimburse Sublessee the expenses it incurs in bringing Sublessor into compliance.

16. CONTRACTUAL LIEN AND SECURITY INTEREST: To secure Sublessee's performance under this sublease, Sublessee grants to Sublessor a lien and security interest against all of Sublessor's nonexempt personal property that is in the subleased premises or project in which the subleased premises are located. This sublease is a security agreement for the purposes of the Uniform Commercial Code. Sublessee may file a financing statement to perfect Sublessee's security interest under the Uniform Commercial Code.

17. ASSIGNMENT AND SUBLETTING:

A. Unless the provisions of the master lease permit Sublessor to sublease the subleased premises, Sublessor will, before this sublease begins, deliver to Sublessee evidence of Landlord's consent to this sublease. If the evidence is not delivered by the time required, this sublease will be void and unenforceable.

B. Sublessee may not assign this sublease or sublet any part of the subleased premises without Sublessor's written consent. If the master lease requires Landlord's permission for an assignment or sublease, Landlord's permission will also be required before Sublessee may assign or sublease the subleased premises.

18. SUBORDINATION: This sublease and Sublessee's interest are and will be subject, subordinate, and inferior to the master lease and all items to which the master lease is subordinate.

19. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this sublease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

20. REPRESENTATIONS:

A. Each party signing this sublease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this sublease.

B. If Sublessee makes any misrepresentation in this sublease or in any application for rental, Sublessee is in default.

C. Sublessor is not aware of any condition on the subleased premises that would affect the health and safety of an ordinary person except: _____

21. BROKERS:

A. The brokers to this sublease are:

<u>Don Quick & Associates, Inc</u>	<u>HPI Corporate Services LLC</u>
Principal Broker	Cooperating Broker
<u>347889</u> License No.	License No.
<u>Charles Harvey</u>	<u>Russell Todd</u>
Agent	Agent
<u>1000 N IH 35, Suite A</u>	<u>3600 N Capital of Texas Hwy #250</u>
Address	Address
<u>Round Rock, TX 78681</u>	<u>Austin, TX 78746</u>
<u>(512) 255-3000</u>	<u>(512) 310-0441</u>
Phone	Fax
<u>charles@donquick.com</u>	<u>todd@hpitx.com</u>
E-mail	E-mail
<u>524308</u> License No.	License No.

Principal Broker: (Check only one box) represents Sublessor only. represents Sublessee only. is an intermediary between Sublessor and Subtenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Principal Broker and:
 - Sublessor Sublessee.
 - (b) the attached Commercial Sublease Addendum for Broker's Fee.
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Sublessor Sublessee.
 - (b) the attached Commercial Sublease Addendum for Broker's Fee.

22. ADDENDA: Incorporated into this sublease are:

- A. the master lease;
- B. Commercial Landlord's Consent to Sublease (TAR-2117);
- C. Commercial Sublease Addendum for Broker's Fee (TAR-2118); and
- D. Exhibit A--Site Plan & Travis CAD tax roll

23. NOTICES: All notices under this sublease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Sublessor at: Pflugerville Community Development Corporation
 Address: 203 West Main, Suite E, Pflugerville, TX 78660
 Phone: (512) 990-3725 Fax: _____

and a copy to: 130 Commerce Center LLC
 Address: 1 Kenner Court, Riverdale, NJ 07457
 Phone: (973) 839-4432 Fax: _____

Sublessor also consents to receive notices by e-mail at: fakers@pflugervilletx.gov

Sublessee at the subleased premises,
 and a copy to: _____
 Address: _____
 Phone: _____ Fax: _____

Sublessee also consents to receive notices by e-mail at: _____

24. SPECIAL PROVISIONS:

25. AGREEMENT OF PARTIES:

A. This sublease contains the entire agreement between Sublessor and Sublessee and may not be changed except by written agreement.

B. Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS SUBLEASE CAREFULLY. If you do not understand the effect of this sublease, consult your attorney BEFORE signing.

Development Corporation

Sublessor: Pflugerville Community

Sublessee: Tracking Point, Inc.

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LANDLORD'S CONSENT TO SUBLEASE

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**ADDENDUM TO THE COMMERCIAL SUBLEASE BETWEEN THE SUBLESSOR AND SUBLESSEE
 IDENTIFIED BELOW CONCERNING THE SUBLEASED PREMISES AT:**

3709 Helios Way, Building 1, Pflugerville, TX, TX 78660

A. The undersigned Landlord, consents to the sublease dated September 1, 2013
 (commencement date) for the above-referenced subleased premises between:

Sublessor: Pflugerville Community
Development Corporation ; and

Sublessee: Tracking Point, Inc.

B. Sublessor remains liable for all obligations under the lease between Landlord and Sublessor (master lease).

C. Rent Payments: (select (1) or (2) below)

(1) Landlord will accept rental payments from Sublessee as being made on behalf of Sublessor.

(2) All rental payments must be made to Landlord by Sublessor (not Sublessee).

D. Sublessor's Default: (select any that apply)

(1) In the event of Sublessor's default under the master lease, Landlord will provide notice to Sublessee and allow Sublessee an additional 15 days to cure Sublessor's default prior to exercising Sublessor's remedies.

(2) If Landlord terminates the master lease Landlord will, if requested by Sublessee, enter into a new lease with Subtenant upon the same terms and conditions as the sublease (including but not limited to any broker's fee obligations) without any interruption in the payment of rent. The rental rate will be:

(a) the same as in the sublease

(b) the same as in the master lease

(c) _____

E. Other:

Landlord: Pflugerville Community ,
Development Corporation

By: Omar Pena

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASEHOLD CONSTRUCTION ADDENDUM
(Tenant to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 3709 Helios Way, Building 1, Pflugerville, TX, TX 78660

- A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective See Special Provisions for the purposes of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.
- B. Construction Costs: Tenant will pay the full cost to construct the improvements that Tenant is to construct under this addendum, including but not limited to the cost of material, engineering studies, environmental studies, contractors, permits, plans, architects, inspectors, subcontractors, and materialmen. Not later than 10 days after the construction is complete and Tenant has satisfied all of Tenant's obligations under this addendum, Landlord will reimburse Tenant the cost of the improvements in an amount that does not exceed \$35.00 PSF or \$1,680,000

C. Approval of Plans:

- (1) Not later than June 1, 2013, Tenant will submit to Landlord plans and specifications detailing the improvements Tenant desires to complete to the leased premises. The plans must detail all architectural, mechanical, electrical, and plumbing requirements for the improvements and must describe the proposed improvements along with the materials to be used and the interior floor plan of the leased premises. The plans must be drawn by a licensed professional architect in accordance with generally accepted architectural standards or by another person approved by Landlord and must be sufficient for a contractor to use to construct the desired improvements.
- (2) Within 10 days after Landlord receives the plans in accordance with Paragraph C(1), Landlord will notify Tenant whether the plans are "approved" or "disapproved" by marking such on the plans and delivering the plans back to Tenant. Landlord will not unreasonably withhold approval of the plans. If Landlord does not notify Tenant of a disapproval within the time specified, the plans will be deemed approved.
- (3) If the plans are disapproved, Landlord will detail the reasons for the disapproval either on the plans or in a separate notice to Tenant. If the plans are disapproved, Tenant will, within 10 days after receipt of the disapproval notice from Landlord, submit amended plans to Landlord that incorporate revisions necessary to satisfy Landlord's reasons for the disapproval. Landlord will not unreasonably withhold approval of any amended plans. If Tenant is unable or unwilling to satisfy Landlord's reasons for disapproval by July 1, 2013, and:
- (a) if this addendum is executed after the lease commenced, then Tenant will not construct the improvements and this Addendum will have no further effect; or
- (b) if this addendum is executed before the lease commences the lease will terminate and Landlord will refund any security deposit and advanced rent paid by Tenant.

(4) "Final plans" means the plans that Landlord approves under this Paragraph C.

D. Change Orders: Tenant must obtain Landlord's advanced written approval of any proposed changes to the final plans. Landlord will approve or disapprove any proposed change within 10 days after Landlord receives a copy of the proposed change order from Tenant. Landlord will not unreasonably withhold approval of any proposed change order. If Landlord does not notify Tenant of a disapproval of a proposed change order within the time specified, the proposed change order is deemed approved.

E. Contractor: Before construction begins Tenant will enter into a written construction contract with a contractor(s) acceptable to Landlord to construct the improvements in accordance with the final plans. Any subcontractors employed by Tenant or Tenant's contractors must be acceptable to Landlord. Landlord will not unreasonably withhold approval of contractors and subcontractors.

F. Construction:

(1) Tenant will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:

- (a) damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system, or part of the Property;
- (b) interfere with the rights or operations of any other tenant in the Property or with Landlord's management of the Property; and
- (c) not obstruct any common area, walk, or drive except as Landlord permits.

(2) Landlord and Landlord's designees may inspect the construction of the improvements from time to time. If Landlord notifies Tenant of any construction defect or non-compliance with the final plans, Tenant must promptly correct the defect or non-compliance.

(3) All construction staging areas and dumpster locations are subject to Landlord's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

G. Completion:

(1) Tenant must substantially complete the construction of the improvements to the leased premises in accordance with this addendum on or before October 1, 2013. Except as provided in this paragraph, the failure to complete construction of the improvements by the date specified does not relieve Tenant of Tenant's obligations to pay rent or satisfy other terms and conditions of the lease. The time by which Tenant must complete construction may be extended only if: (a) Landlord causes the delay; (b) Landlord delays in granting any applicable license under Paragraph A(2); (c) governmental authorities delay issuing permits or performing inspections through no fault of Tenant; or (d) a construction delay is caused by strike, lock-out, shortage of material, governmental restriction, riot, flood, or a cause outside Tenant's control. Any extension under this paragraph may be exercised by Tenant only if Tenant promptly notifies Landlord in writing of the extension after Tenant knows or has reason to know of any applicable delay which is cause for an extension. Any extension under this paragraph may not exceed the lesser of: the number of days of the delay caused by the specified cause for the delay or 30 days. If Paragraph A(2) applies and a delay authorized by this Paragraph applies, the Commencement Date and Expiration Date of the lease shall likewise be extended along with an appropriate adjustment in the rent due dates. If a delay is caused by Landlord and the delay exceeds the time for which an extension is permitted under this paragraph, Tenant may exercise its remedies under the default provision of the lease.

- (2) Construction is complete when all the improvements are constructed in accordance with the final plans and Tenant provides Landlord with: (a) a final certificate executed by the supervising person; and (b) if required by a governmental body, a certificate of occupancy permitting Tenant to occupy the leased premises for the purposes set forth in the lease.
- (3) The supervising person is Blake Overmeyer, Building Official, CityofPflugerville. The certificate of the supervising person is conclusive in any dispute involving the construction performed or required to be performed under this addendum.

H. No Liens:

- (1) Tenant guarantees that Tenant will pay all costs of any liability related to the construction of the improvements described in this addendum and further guarantees the lien-free completion of the improvements against the leased premises and Property. Tenant may not create or place any lien or encumbrance, of any kind, upon the leased premises or Property that encumbers Landlord's interest in the leased premises or Property.
- (2) Before Landlord reimburses Tenant for the cost of the improvements, Tenant must:
 - (a) deliver to Landlord a waiver of liens in recordable form acceptable to Landlord from each contractor, subcontractor, and materialman. The waivers must specify that: (a) the contractor, subcontractor, or materialman waive any and all claims against Landlord and waive any and all lien rights against Landlord's interest in the leased premises and Property; and (b) the contractor or subcontractor agree to hold Landlord harmless from any and all claims arising from or in connection with its work or materials;
 - (b) obtain any required certificate of occupancy; and
 - (c) commence business in the leased premises.
- (3) If any lien is filed or asserted against any portion of the leased premises or Property as a result of the acts of Tenant or Tenant's contractors, subcontractors, or materialmen, Tenant must remove any such lien or lien claim within 20 days after receipt of notice from Landlord.
- (4) ~~Tenant will indemnify and keep Landlord harmless from all damages, costs, expenses, and attorney's fees that may arise from any lien or claim that may be filed or threatened as a result of the improvements to be constructed under this addendum.~~

- I. Bonds: Before commencement of any construction, Tenant and Tenant's contractors, at no cost to Landlord, must post the following bonds in favor of the Landlord in the amounts specified: _____
1,000,000 Perfomance Bond
1,000,000 Warranty Bond

J. Insurance:

- (1) Before any construction commences, Tenant must deliver to Landlord evidence that the insurance required by Paragraph 8A of the lease will be in effect not later than the day construction begins.
- (2) Before any construction commences, Tenant must deliver to Landlord certificates of insurance, from insurers acceptable to Landlord, evidencing that any contractor maintains insurance to protect Landlord, Tenant, and the contractor from:
 - (a) workman compensation claims and other employee benefit acts in an amount not less than \$ 500,000.00 per occurrence;
 - (b) claims for damages from bodily injury or death to employees and others in an amount not less than \$ 300,000.00 per person and \$ 1,000,000.00 per occurrence; and
 - (c) property damage in an amount not less than \$ 100,000.00 per occurrence.

- (3) The insurance required by this Paragraph J must cover any and all claims that may arise out of or as a result of the operations of the contractor or the contractor's subcontractor(s).
- (4) The coverage required by this Paragraph J must be maintained by Tenant or Tenant's contractors, at Tenant's or the contractors' sole expense, during all times of any construction period. If Tenant fails or if any of Tenant's contractors fail to maintain the required insurance in full force and effect at all required times, Landlord may:
 - (a) purchase such insurance on behalf of Tenant or the contractor(s) and Tenant must immediately reimburse Landlord for such expense; or
 - (b) exercise Landlord's remedies for Tenant's default under the lease.

K. Tenant's Assumption of Liability: Tenant must promptly pay and discharge all costs, expenses, claims for damages, liens, lien claims, and any other liabilities which may arise from or in connection with the construction of the improvements described in this addendum. Tenant agrees to hold Landlord harmless from all costs, expenses, damages, liens, lien claims, and any other liabilities, which may arise from or in connection with the construction of the improvements described in this addendum.

L. Special Provisions: (If applicable, include any business details, factual statements, or any requirements the parties must satisfy [for example, Landlord's obligation to complete shell construction by a certain date or by the time the license under Paragraph A(2) commences].)

A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective upon a mutually acceptable date to-be-determined-by and between Tenant, Landlord and General Contractor(s) for the purpose of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.

FOR THIS ADDENDUM, SUBLESSEE IS TENANT, WHEREVER "TENANT" IS REFERENCED AND "LEASE" MEANS SUBLEASE.

Landlord: Pflugerville Community ,
Development Corporation

Tenant: Tracking Point, Inc.

By: Omar Pena

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: President

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE ADDENDUM FOR PARKING

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 3709 Helios Way, Building 1, Pflugerville, TX, TX 78660

A. Parking Type:

- (1) Common Parking: Tenant and Tenant's employees may park no more than 80 vehicles on the Property in the common parking areas located on the Property.
- (2) Restricted Common Parking for Tenants: Tenant and Tenant's employees may park no more than _____ vehicles on the Property in the areas restricted for use by tenants of the Property.
- (3) Assigned Parking: Tenant's assigned parking areas are identified as follows:
 - (a) _____

 - (b) as shown on the attached Exhibit _____.

- B. In addition to any other rent, Tenant will pay, on or before the first day of each month during the term of the above-referenced lease, \$ _____ as rent for the parking areas.
- C. Tenant may not assign, sublet, or trade any parking space or parking area.
- D. Tenant may not use any parking spaces or areas on the Property to store any vehicle, boats, trailers motor homes, storage containers, or any other personal property.
- E. Tenant's guests, patrons, or invitees may park only in those areas designated by Landlord for Tenant's guests, patrons, or invitees.
- F. Landlord may, but is not obligated to, institute controlled-access systems to the parking areas, including but not limited to systems such as vehicle identification stickers, license numbers, or controlled-access devices. At the time the lease ends, Tenant must return all access devices to Landlord and pay the amounts in (2) and (3) below if Tenant fails to return an access device. If Landlord issues controlled-access devices to Tenant, Tenant will:
 - (1) promptly report any lost device to Landlord;
 - (2) reimburse Landlord its cost to replace the lost access device; and
 - (3) pay Landlord a service fee of \$ _____ for each lost access device.

Parking Addendum concerning 3709 Helios Way, Building 1, Pflugerville, TX, TX 78660

G. If Tenant fails to timely pay the rent stated in Paragraph B, Landlord may: (i) exercise Landlord's remedies under the default provisions of the lease; or (ii) terminate Tenant's access to the restricted or assigned parking areas by providing Tenant with not less than 5 days written notice of Landlord's intent to terminate Tenant's access. If Landlord terminates Tenant's access to the parking areas under this paragraph, the parking areas will be deemed to be released by Tenant for all purposes and Landlord may assign or lease the parking areas to others.

H. Special Provisions:

Common Parking is limited to 1 parking space per 600 feet of leased space (1:600 parking ratio or 80 spaces for 48,000 SF)
Tenant may have additional parking by striping truck court located directly behind Tenant's designated lease space.
Said additional parking is subject to any applicable City of Pflugerville codes.

REFERENCES TO LANDLORD MEAN SUBLESSOR. REFERENCES TO TENANT MEAN SUBLESSEE.
REFERENCES TO LEASE MEAN SUBLEASE.

Landlord: Pflugerville Community ,
Development Corporation

By: Omar Pena

By (signature): _____

Printed Name: _____

Title: President

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Tenant: Tracking Point, Inc.

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 3709 Helios Way, Building 1, Pflugerville, TX, TX 78660

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 2 additional term(s) of 60 months each.
B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least days before the end of the then current term of the lease.
C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be: (Check (1), (2) or (3) only.)

Table with 5 columns: Dates (From, To), Rate per rentable square foot (optional) (\$ Monthly Rate, \$ Annual Rate), and Base Monthly Rent \$. Row 1: See Special Provisions, / rsf / month, / rsf / year, / rsf / year, / rsf / year, / rsf / year.

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor.
(3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.

E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

Tenant shall be granted two (2) five (5) year renewal options, with nine (9) months advanced written notice.

The Rent payable for the Renewal Term shall be the greater of \$10.20 PSF + NNN or then prevailing market rate.

In no event will the Rent payable for the Renewal Term be less than the Rent payable (\$10.20 PSF + NNN) during the last twelve (12) months of the term of the Lease immediately preceding the Renewal Term.

A lease extension beyond the initial 5 year term will be directly with Landlord, 130 Commerce Center LLC.

Landlord: Pflugerville Community ,
Development Corporation

By: Omar Pena

By (signature): _____

Printed Name: _____

Title: President

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Tenant: Tracking Point, Inc.

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 3709 Helios Way, Building 1, Pflugerville, TX, TX 78660

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 40.000 %.
(2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property...
(3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
(4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.
(5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

- Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year...
Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$... per square foot per year...
Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; and...

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

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Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 120,000 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.20 / rsf / month	2.40 / rsf / year

D. **Reconciliation:** Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. **Special Provisions:**

Landlord: Pflugerville Community ,
Development Corporation

Tenant: Tracking Point, Inc.

By: Omar Pena

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: President

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____