

ADDENDUM TO LANDLORD'S CONSENT TO SUBLEASE

This is Addendum (this "Addendum") to that certain Landlord's Consent to Sublease dated as of _____, 2013 (the "Consent"), by and among 130 Commerce Center L.L.C., a New Jersey limited liability company ("Landlord"), Pflugerville Community Development Corporation, a Section 4B corporation incorporated under the Development Corporation Act ("Sublessor") and TrackingPoint, Inc., a Delaware corporation ("Sublessee"). In the event of a conflict between the terms of the Master Lease executed between Sublessor and Landlord, executed in October 2012 (the "Master Lease") or this Addendum, the language of this Addendum shall control.

1. Waiver of Subrogation. Landlord agrees that the waiver and release by Sublessor (Waiver of Subrogation) set forth in Section 3 of the Addendum to Sublease Agreement executed between Sublessor and Sublessee as of even date herewith (the "Addendum to Sublease") shall be binding on Landlord as to Sublessee and Sublessee agrees that the waiver and release by Sublessee set forth in Section 3 of the Addendum to Sublease shall be binding on Sublessee as to the Landlord.

2. Signage. Landlord consents to Sublessee's installation of ____ signs on the exterior of the subleased premises in the locations _____ as provided in Section 6 of the Addendum to Sublease and approves Sublessee's signage specifications set forth in Exhibit ____ attached to the Addendum to Sublease.

3. Assignment and Subletting. By its consent hereto, Landlord agrees (i) to provide its approval or disapproval of any requested Transfer by Sublessee within ten (10) business days after receipt thereof, and failure to respond within said ten (10) business day period shall be deemed consent by Landlord of such proposed Transfer, and (ii) that, notwithstanding anything to the contrary in the Master Lease, Sublessee shall be entitled to effect a Permitted Transfer (as defined in the Addendum to Sublease) to a Permitted Transferee (as defined in the Addendum to Sublease) without Landlord's prior approval.

4. Subordination, Non-Disturbance and Attornment Agreement. Contemporaneously with the execution of this Consent, Landlord shall provide Sublessor and Sublessee with a written agreement (a "Non-Disturbance Agreement"), in form and content reasonably acceptable to Sublessor and Sublessee, from all holders of Superior Interests (hereinafter defined) recognizing Sublessor's rights under the Master Lease and Sublessee's rights under the Sublease and providing that the Master Lease is subordinate to such mortgage, deed of trust or ground lease, as the case may be, but Sublessor's possession of the leased premises and other rights Master Lease and Sublessee's rights under the Sublease and other rights under the Sublease shall not be disturbed or impaired in the event of any foreclosure or other action by or on behalf of such person. Sublessor (a) will subordinate its rights under the Master Lease to the liens of any future holder of a Superior Interest pursuant to a subordination, non-disturbance and attornment agreement in such holder of a Superior Interest's standard form therefor with such changes thereto as may be agreed upon by Sublessor and such holder of a Superior Interest, and (b) agrees to attorn to such holder of a Superior Interest or other purchaser in the event of a foreclosure by such holder of a Superior Interest. Any holder of a Superior

Interest may elect, at any time, unilaterally, to make the Master Lease superior to its mortgage or other interest in the leased premises by so notifying Sublessor in writing. Sublessor will agree to be prompt and reasonable in approving and entering into any such agreements with any holder of a Superior Interest. Sublessor shall provide to any holder of a Superior Interest for which it has been provided a written notice of address a copy of all defaults or notices of non-performance Sublessor delivers to Landlord pursuant to the Master Lease. Any holder of a Superior Interest may cure a default by Landlord within the time period afforded Landlord (but in no event shall any such period be less than thirty (30) days from receipt of such notice) before Sublessor may exercise any remedies for such default. For purposes hereof, a "Superior Interest" shall mean any mortgage, deed of trust, ground lease, underlying lease or like encumbrance affecting any part of the leased premises or any interest of Landlord therein which is now existing or hereafter executed or recorded, any present or future modification, amendment or supplement to any of the foregoing, and to any advances made thereunder, provided that no such encumbrance shall be a Superior Interest under the Master Lease unless Sublessor has been provided a Non-Disturbance Agreement from the holder of such Superior Interest which satisfies the requirements of this provision.

The Non-Disturbance Agreement that Landlord agrees to obtain and provide to Sublessor as set forth above shall also be provided to Sublessee and grant to Sublessee the same rights and benefits to Sublessee in respect of the Sublease, the subleasehold interest granted to it thereunder and this Consent as said Non-Disturbance Agreement provides to the Sublessor in respect of the Master Lease and the leasehold interest granted to it thereunder; and Sublessee agrees that under said Non-Disturbance Agreement it shall be subject to the same obligations in favor of the Superior Interest in respect of the Sublease, the subleasehold interest granted thereunder and this Consent as the Sublessor is obligated thereunder in respect of the Master Lease and the leasehold interest granted to it under the Master Lease.

5. Construction of Sublessee's Work.

(a) Except for the amending subsections below, Landlord agrees to the terms of the Construction Addendum attached to the Sublease and agrees to comply with the approval process concerning Sublessee's proposed plans within the time periods set forth in the Construction Addendum attached to the Sublease, and further agrees that Landlord shall not disapprove Sublessee's proposed plans except for Permitted Objections (as defined in the Addendum to Sublease):

(i) For purposes of the Commercial Leasehold Construction Addendum all references to "Landlord" shall refer to Sublessor and all references to "Tenant" shall refer to Sublessee, except that as used in this Section 5(a), "Landlord" herein shall refer to 130 Commerce Center, LLC.

(ii) Section D of the Commercial Leasehold Construction Addendum is hereby modified so that Landlord has the same rights of review and approval of change orders as Sublessor.

(iii) Section F(2) is of the Commercial Leasehold Construction Addendum is hereby modified so that Landlord has the same rights of inspection and defect notification as Sublessor.

(iv) Sections H(2), H(4) and K of the Commercial Leasehold Construction Addendum are hereby modified such that Sublessor and Sublessee are obligated to indemnify Landlord to the same extent Tenant is obligated therein.

(v) Sections J(2) of the Commercial Leasehold Construction Addendum are hereby modified such that Sublessee is obligated to provide insurance certificates to Landlord and Sublessor.

(b) Need to identify a staging area if Sublessee needs one with respect to its tenant improvements. **[Is this section (b) intended to be a part of the contract???**]

6. Parking. Landlord represents that Landlord has not granted, and during the term of the Sublease (or any direct lease with Sublessee), any tenants of the Building the right to use more than 1 parking space per 600 rentable square feet of space leased by such tenant(s).

7. Renewal Option. As long as Sublessee is not in default beyond all applicable notice and cure periods under any of its agreements with Landlord or Sublessor at the time, Landlord grants to Sublessee the right to exercise the renewal options set forth in the Addendum for Extension of Term attached to the Sublease pursuant to the terms of the Sublease, as modified below; provided that such renewal shall be a direct lease with Landlord on the terms and conditions of the Master Lease, the Sublease and this Consent.

(a) If Sublessee desires to exercise an option to extend (each, a “Renewal Option”), Sublessee shall deliver written notice to Landlord not later than nine (9) months prior to the then current expiration of the Sublease or direct lease with Landlord (the “Initial Renewal Notice”).

(b) Landlord and Sublessee shall enter into a new lease agreement for the space in substantially the same format as the Master Lease as modified by the Commercial Sublease between Sublessee and Sublessor for the space located at 3709 Helios Way, Building 1, Pflugerville, Texas and Landlord and Sublessee agree that the Base Monthly Rent set forth in that Commercial Sublease shall be the Base Monthly Rent payable by Sublessee to Landlord during the Renewal Option period.

[Note: is this all there is to this section? Adding the Addendum reference above incorporates the other terms that will extend in the renewal term. What about length of term for the Renewal Option? Are there successive terms? Do we reference the Commercial Lease Addendum for Extension of Term? Yes Does rent adjust to market rates on renewal? Not during the first renewal term, but yes for the 2nd, 5-year renewal option. Does expansion ROFR carry over? Yes

8. Right of First Refusal. As long as Sublessee is not in default beyond all applicable notice and cure periods under any of its agreements with Landlord or Sublessor at the

time, Landlord hereby grants Sublessee the following right of first refusal (“Right of Refusal”) with respect to the 60,000 rentable square feet of the Building that is not leased by Sublessor.

(a) From and after the date of this Consent (including during any Renewal Terms), Sublessee shall have the continuing and recurring right of first refusal (the “Right of First Refusal”) with respect to the any space located in the Building and not then included in the leased premises under the Master Lease (the “Refusal Space”). Sublessee’s Right of First Refusal shall be exercised as follows: when Landlord has a bona fide third party offer from a prospective tenant other than the existing tenant in the Refusal Space in question if such existing tenant does not have a renewal option in its lease, if any (the “Prospect”) interested in leasing all or any portion of the Refusal Space upon terms acceptable to Landlord that Landlord is prepared to accept, Landlord shall advise Sublessee (the “Advice”) of the terms under which Landlord and such Prospect are prepared to lease the Refusal Space (or applicable portion thereof). Sublessee may lease all (but not less than all) of the Refusal Space described in the Advice under such terms (except as provided below with respect to the term), by providing Landlord with written notice of exercise (the “Notice of Exercise”) within seven (7) business days after the date of Sublessee’s receipt of the Advice.

(b) If Sublessee exercises the Right of First Refusal with respect to any Refusal Space, the term for such Refusal Space shall commence 150 days after Landlord’s receipt of Sublessee’ Exercise Notice (but in no event prior to the Commencement Date of the Sublease), or, at Sublessee’s sole election, the commencement date stated in the Advice, and thereupon such Refusal Space shall be directly leased by Sublessee from Landlord under the terms of the Master Lease, provided that all of the economic terms stated in the Advice shall govern Sublessee’s leasing of such Refusal Space, and only to the extent that they do not conflict with the Advice, the terms and conditions of the Master Lease shall apply to such Refusal Space. However, if the term for such Refusal Space as set forth in the Advice expires after the term of the Master Lease, as the same may be extended, (i) the term for such Refusal Space shall be coterminous with the term of the Master Lease, and (ii) the allowances and other monetary concessions or inducements, if any, set forth in the Advice shall be adjusted to an amount equal to (A) the per rentable square foot of allowances and other monetary concessions or inducements set forth in the Advice, multiplied by the number of rentable square feet in such Refusal Space, multiplied by (B) a fraction, the numerator of which is the number of full calendar months which remain in the term of the Sublease (or direct lease with Landlord, if applicable during the renewal term) from and after the date Base Rent commences with respect to such Refusal Space and the denominator of which is the number of calendar months in the term of the lease to the Prospect set forth in the Advice from and after the date the Prospect would have commenced paying monthly rent. Concurrently with delivery of the Advice, Landlord shall notify Tenant of Landlord’s calculation of the applicable adjustments to the allowances and other monetary concessions or inducements pursuant to the preceding sentence. Except as set forth herein, Sublessee shall pay Base Rent and additional rent for such Refusal Space in accordance with the terms and conditions of the Advice.

(c) The Refusal Space leased by Sublessee hereunder shall be accepted by Sublessee in its condition and as-built configuration existing on the earlier of the date Sublessee takes possession of such Refusal Space or the date the term for such Refusal Space commences, unless

the Advice specifies work to be performed by Landlord in such Refusal Space, in which case Landlord shall perform such work in such Refusal Space. If Landlord is delayed in delivering possession of such Refusal Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space, and the commencement of the term for such Refusal Space shall be postponed until the date Landlord delivers possession of such Refusal Space to Sublessee free from occupancy by any party.

(d) The rights of Sublessee to exercise its Right of First Refusal hereunder with respect to any Refusal Space as to which Landlord delivers an Advice shall terminate with respect to such Refusal Space only (and Sublessee shall continue to have its Right of First Refusal on all other Refusal Space) upon Sublessee's failure to exercise its Right of First Refusal within the seven (7) business day period provided in section (a) above or Sublessee's notice to Landlord that it has elected not to lease such Refusal Space on the terms set forth in the Advice (as the same would be modified in section (b) above). Notwithstanding the foregoing, if (x) Sublessee was entitled to exercise its Right of First Refusal, but failed to provide Landlord with a Notice of Exercise within the seven (7) business day period provided in paragraph (a) above or notified Landlord that Sublessee has elected not to lease such Refusal Space on the terms set forth in the Advice (as the same would be modified in section (b) above), and (y) Landlord does not enter into a lease for such Refusal Space with the same Prospect within a period of 180 days following the date of the Advice, Sublessee shall once again have a Right of First Refusal with respect to such Refusal Space. In addition, Sublessee shall once again have the Right of First Refusal with respect to such Refusal Space if (i) within such 180 day period Landlord proposes to lease the Refusal Space to the Prospect on terms that are substantially different than those set forth in the Advice or (ii) Landlord proposes to lease the Refusal Space to any other prospect (whether within or after such 180 day period). For purposes of the previous sentence, the terms offered to a third party shall be deemed to be "substantially better" than those set forth in the Advice if there is more than a five percent (5%) reduction in the effective rental rate per rentable square foot of the Refusal Space when compared with the effective rental rate per rentable square foot under the Advice, considering all of the economic terms of both deals, respectively, including, without limitation, the net rent, any tax or expense escalation or other financial escalation, any financial concessions, and Landlord's costs (including without limitation brokerage commissions and tenant improvement costs) associated with such lease, and if the term of the third party lease expires prior to the expiration date, the return to Landlord with respect to the Advice shall be prorated to account for the difference in the lease terms. In addition, if Landlord does enter into a lease for such Refusal Space with the Prospect, Sublessee shall have a Right of First Refusal on such Refusal Space (subject to the terms hereof) upon the expiration of such lease.

(e) If Sublessee exercises its Right of First Refusal, Landlord and Sublessee shall enter into a lease or an amendment (the "Refusal Space Agreement") adding the Refusal Space (or applicable portion thereof) to the premises leased by Sublessee on the terms set forth in the Advice and reflecting the changes in the aggregate Base Rent, Sublessee's Pro Rata Share, rentable square feet of the premises, and other appropriate terms.

(f) Conditions on right to exercise the Right of First Refusal. Sublessee's rights to exercise the foregoing Right of First Refusal are conditioned on the following:

(i) Sublessee shall not be in default beyond all applicable notice and cure periods under any of its agreements with Landlord or Sublessor at the time Sublessee's Right of First Refusal arises

9. Relocation. Notwithstanding anything in the Master Lease to the contrary, Landlord waives its right to relocate the leased premises under the Master Lease and Landlord shall have no right to relocate Sublessee under any direct lease with Sublessee.

10. Landlord's Lien. Notwithstanding anything in the Master Lease to the contrary, Landlord hereby waives any and all liens and security interests that Landlord may have (including all statutory and constitutional liens) in Sublessor's and Sublessee's property in the leased premises.

11. Consequential Damages. Notwithstanding anything to the contrary set forth in the Master Lease, in no event shall Sublessor or Sublessee be liable for consequential damages, including lost profits, for breach of the Master Lease or the Sublease.

12. Defaults.

(a) Notwithstanding anything to the contrary set forth in the Master Lease, no default under the Master Lease shall occur unless Landlord has given Sublessor notice of such default and Sublessor has not cured any monetary default within 10 days after receipt of notice, and with respect to non-monetary defaults, Sublessor has not cured such default within 30 days after receipt of notice; provided that in the event such default is not reasonably susceptible of cure within said 30 day period, then no default shall occur so long as Sublessor commences such cure within said 30 day period and thereafter diligently pursues such cure until complete.

(b) During the term of the Master Lease and the term of any direct lease between Landlord and Sublessee, Sublessor and Sublessee shall have, in addition to any other rights and remedies available to Sublessor and Sublessee in connection therewith, the remedy of self-help if Landlord, after notice and expiration of the applicable cure period set forth in the Master Lease, fails to perform any of Landlord's obligations under the Master Lease. If Landlord fails to reimburse Sublessor or Sublessee, as applicable, for Sublessor's or Sublessee's out-of-pocket costs incurred therefor within thirty (30) days after written demand, Sublessor or Sublessee, as applicable, may set off against rent all costs incurred in exercising any such self-help right.

13. Sublessee's Purchase Option.

(a) During the term of the Master Lease and any direct lease between Landlord and Sublessee, Sublessee shall have a right of first refusal to purchase the Building and the land upon which it is built and all improvements located on the land (collectively, the "Property"), subject to and in accordance with the terms set forth in this Section 13.

(b) If during the term of the Master Lease and any direct lease between Landlord and Sublessee, Landlord receives a bona fide offer (the "Offer") from an independent third party to purchase the Property or any portion thereof, which Offer Landlord is willing to accept, Landlord shall cause the terms and provisions of the Offer to be reduced to a writing and shall deliver a true, correct, and complete copy thereof to Sublessee. Thereafter, Sublessee shall have the right to purchase the Property upon the same terms and conditions as contained in the Offer, provided Sublessee shall so indicate its intention to Landlord in writing within fifteen (15) days after the date of Sublessee's receipt of the Offer from Landlord. Upon timely acceptance of the Offer by Sublessee, closing of the sale shall take place within the time period provided in the Offer, or, if no time period is provided, within sixty (60) days after the acceptance of the Offer by Sublessee. If within said 15-day period Sublessee does not elect to purchase the Property, Landlord may proceed to sell said real property to the original offeror upon the terms and conditions contained in the Offer within the time period set for closing in the Offer, or, if no time period is provided, within ninety (90) days after delivery of the Offer to Sublessee. If such sale does not close within such time, Sublessee's right to notice of subsequent Offers and to elect to purchase the Property on such terms shall remain in full force and effect. If such sale does close within such time, Sublessee's right under this Section 13 shall terminate as of the closing under the Offer. Sublessee's right under this Section 13 shall survive any conveyance of the Property as a result of other than a bona fide written offer from an independent third party.

(c) Sublessee's rights to exercise the foregoing purchase option is conditioned on Sublessee being in full compliance with all of its agreements with Landlord and Sublessor at the time Sublessee's right to exercise the purchase option arises.

14. Audit Rights. Sublessee shall be entitled to exercise the rights set forth in Paragraph D of the Addendum for Expense Reimbursement attached to the Master Lease and Landlord agrees to permit Sublessee to exercise such rights directly. **NOTE: THE MASTER LEASE HAS AN ERROR IN THE EXPENSE REIMBURSEMENT ADDENDUM – THE SQUARE FOOTAGE IN C SHOULD BE 115,500 OR 120,000 – WHATEVER THE ACTUAL BUILDING SQUARE FOOTAGE IS.**[note: this needs to be corrected]

15. Operating Hours. Notwithstanding anything to the contrary set forth in the Master Lease, in no event shall Sublessor be required to operate in the leased premises during any particular hours or at any particular times.

16. Locks and Security Systems. Notwithstanding anything to the contrary set forth in the Master Lease, Sublessor shall have the right to install, at its sole cost and expense, access control equipment with respect to the leased premises to limit and monitor access to the leased premises, and in connection therewith alter and/or remove any locks on any doors into or within the leased premises, provided that Sublessor provides Landlord all passcodes, keys, entry protocols or otherwise as required to access the leased premises pursuant to Section 17 below.

17. Access. Notwithstanding anything to the contrary set forth in the Master Lease, in no event shall any entry into the leased premises by Landlord adversely affect Sublessor's or Sublessee's access to or use of the leased premises. Landlord shall provide Sublessee at least forty-eight (48) hours notice to Sublessee prior to any entry into the subleased premises (except

in the case of emergency repairs). Landlord also agrees to use reasonable efforts to minimize any interference with or disruption of Sublessee's use of or business in the subleased premises in connection with any exercise of its rights above or its rights under the Sublease, including, without limitation, by performing any noisy work or work that causes excessive vibrations, fumes or odors, outside of normal business hours of Sublessee, except in the case of emergency repairs. In no event shall Landlord be entitled to make any repairs, improvements, alterations or additions in the subleased premises which (i) adversely affect Sublessee's access to or use of the subleased premises, (ii) are visible from within the subleased premises, (iii) reduce the usable area of the subleased premises, or (iv) present an increased risk of damage to Sublessee's equipment or property in the subleased premises.

18. Casualty Damage; Condemnation.

(a) Notwithstanding anything to the contrary set forth in the Master Lease, if the Building or leased premises or any part thereof shall be damaged by fire or other casualty, Sublessor shall give prompt written notice thereof to Landlord. If (i) the Building shall be so damaged that more than 50% of the rentable area of the leased premises will require substantial alteration or reconstruction, or (ii) in the event there is less than eighteen (18) months of the term of the Master Lease remaining (unless Sublessee shall elect to exercise a renewal option for the subleased premises within sixty (60) after the date of casualty), or (iii) in the event of any material uninsured loss to the Building (provided, that at the time of such loss, Landlord carries all insurance policies required under the Master Lease relating to the Building), then Landlord may, at its option, terminate the Master Lease by notifying Sublessor in writing of such termination within ninety (90) days after the date of such casualty. If Landlord does not thus elect to terminate this Master Lease, Landlord shall commence and proceed as soon as reasonably possible to restore the Building, and leased premises to substantially the same condition in which they were immediately prior to the happening of the casualty. Notwithstanding the foregoing, if (i) the period to restore the leased premises, as reasonably estimated by a reputable contractor reasonably acceptable to Landlord and Sublessor exceeds 270 days from the date of the damage, or (ii) any such damage occurs during the last year of the term of the Master Lease and the period of time to restore the Building and leased premises, as estimated as provided for above, exceeds 90 days from the date of the damage, then Sublessor may elect to terminate the Master Lease upon notice to Landlord within 30 days after the date on which Sublessor is informed of the estimated restoration period. Further, Sublessor may elect to terminate the Master Lease if the Building and leased premises are not restored within thirty (30) days after the expiration of the estimated restoration period (as described above) subject to any delay caused by Sublessor. Notwithstanding the foregoing, Landlord's obligation to restore the Building and the leased premises shall not require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by Landlord as a result of the casualty. When the repairs described in the preceding sentences have been completed by Landlord, Sublessor shall complete the restoration of all Sublessor's property necessary to permit Sublessor's reoccupancy of the leased premises. Landlord shall not be liable for any inconvenience or annoyance to Sublessor or injury to the business of Sublessor resulting in any way from such damage or the repair thereof, except that rent shall be abated from the date of the damage or destruction for any portion of the leased premises that is unusable by Sublessor,

which abatement shall be in the same proportion that the rentable area of the leased premises which is unusable by Sublessor bears to the total rentable area of the leased premises.

(b) Notwithstanding anything to the contrary set forth in the Master Lease, if all or any portion of the Property should be permanently and compensably taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and, in the reasonable opinion of Sublessor, the Taking would prevent or materially interfere with Sublessor's use of the Property for Sublessor's normal business operation, then Sublessor may terminate the Master Lease by written notice to Landlord on or before thirty (30) days after such Taking, and rent shall be apportioned as of the date of termination. If only a portion of the Property shall be Taken, and the Master Lease is not terminated as provided above, the rent payable thereunder during the unexpired term of the Master Lease shall be reduced to such extent as may be fair and reasonable under the circumstances, and Landlord shall proceed as soon as reasonably possible to restore the remaining Property and the remaining Building as a complete architectural unit. All compensation awarded for any taking or condemnation, or sale proceeds in lieu thereof, shall be the property of Landlord, and Sublessor shall have no claim thereto, the same being hereby expressly waived by Sublessor, except for any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for the taking of or damage to Sublessor's property, moving costs and business interruption damages, which Sublessor specifically reserves to itself. Sublessor shall have the right to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Sublessor.

(c) In the event of a casualty or condemnation under the Master Lease which gives rise to Sublessor's right to terminate the Master Lease, Sublessor agrees that it shall not exercise such right to terminate the Master Lease for casualty or condemnation unless Sublessee also elects to terminate the Sublease. Further anything to the contrary set forth in the Master Lease, in the event Landlord elects to repair and restore the Building, Property and leased premises following a casualty or condemnation, the term of the Master Lease shall be extended by the number of days the period of time it takes for Landlord to complete such restoration and repair.

19. Compliance with Master Lease. Sublessee agrees to fully comply with all of the terms and provisions of the Master Lease as amended by the Addendum to Sublease Agreement.

20. Amendments of Lease Documents. No amendments or modifications to the Sublease Agreement or any of the Addenda shall be effective unless approved in writing by the Landlord which approval shall not be unreasonably withheld.

LANDLORD:

130 Commerce Center, L.L.C.,
A New Jersey limited liability company

SUBLESSEE:

TrackingPoint, Inc.,
a Delaware corporation

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: Jon Dorton

Its: Chief Financial Officer

Date: _____