

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

LEASE OF UNDEVELOPED REAL PROPERTY

BETWEEN

THE PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION

AND

TRACKING POINT, INC.

This Lease is entered into on _____ [date], between the Pflugerville Community Development Corporation ("Landlord"), a Texas type B economic development non-profit corporation], and Tracking Point, Inc. ("Tenant"), a Texas Corporation.

ARTICLE 1 . DEMISE OF LEASED PREMISES

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the premises situated at Lot 3d, Pflugerville Renewable Energy Park aka One Thirty Commerce Center, in Pflugerville, Travis County, Texas, legally described on Exhibit A attached to this lease, and made a part of this lease for all purposes (collectively referred to as "the premises" or "the leased premises" in this lease).

Tenant is to have and to hold the premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them, including but not limited to any easements, rights, title, and privileges of Landlord, existing now or at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the premises and reversions that may later accrue to Landlord as owner of the premises by reason of the closing of any street, sidewalk, or alley.

ARTICLE 2 . LEASE TERM

Fixed Beginning and Termination Date

§ 2.01. The term of this lease is 5 years, beginning upon June 1, 2013, and ending May 31, 2018 unless terminating sooner as provided in this lease.

Right to Extend

§ 2.02. Tenant may extend this lease for 5 additional years by giving Landlord written notice of Tenant's intention to do so within the last two years before the lease term expires but no later than six months before it expires, under all the terms of this lease.

Termination

§ 2.03. This lease will terminate without further notice when the term specified in § 2.01 expires, and any holding over by Tenant after that term expires, other than as provided in § 2.02, will not constitute a renewal of the lease or give Tenant any rights under the lease in or to the premises.

Holdover

§ 2.04. If Tenant holds over and continues in possession of the premises after the lease term (or any extension) expires, other than as provided in § 2.02, Tenant will be considered to be occupying the premises at will, subject to all the terms of this lease.

ARTICLE 3 . RENT

Minimum Yearly Rent

§ 3.01. Tenant will pay Landlord \$ 111,896.64 per year during the first 5 years of this lease as annual rent for using and occupying the premises. This amount is the "minimum yearly rent."

§ 3.015 In the event the exercises the option to renew the lease the Tenant will pay Landlord \$111,896.64 per year during the second 5 years of this lease as annual rent for using and occupying the premises. This amount is the "minimum yearly rent."

Automatic Rental Adjustments

§ 3.02. After the second 5 years of the lease term, and at 5 year intervals for the rest of the term, the yearly rent will be adjusted as set forth in this section to reflect increases in the following Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor: Consumer Price

Index--All Urban, All Items, Austin MSA], using 2013 as the base year. The index numbers will be taken from this consumer price index as follows:

a. The adjustments in the yearly rent are determined by multiplying \$ 111,896.64 by a fraction, the numerator of which is the index number for the last month of the calendar year that ended immediately before the date on which the adjustment is to be made and the denominator of which is the index number for the first month of the first year of the lease term. If the product is greater than the minimum yearly rent of \$111,896.64, Tenant will pay this greater amount as the yearly rent until the time of the next rental adjustment as called for in this section. If the product is less than \$111,896.64, the annual rent will not be adjusted at that time, and Tenant will pay yearly rent of \$111,896.64 until the time of the next rental adjustment as called for in this section. In no event may any rental adjustment called for in this section result in an annual rent less than \$111,896.64.

Time and Manner of Payment

§ 3.03. Tenant will pay all rent due under this article on an annual basis. Such annual rent is due and payable in equal monthly installments in advance, on the first calendar day of each month. Payments must be in lawful money of the United States to the First Texas Bank in Pflugerville, Texas, for Landlord's account, unless Landlord notifies Tenant in writing to make no further payment to this Bank and designates in writing some other bank in Pflugerville, Texas, as the depository of the rents.

Interest on Delinquent Payments

§ 3.04. Rent installments unpaid for 30 days will bear interest at the rate of 10% percent annually, beginning on the day after each such installment was due and continuing until the installment is paid as provided in [§ 3.03, above](#).

ARTICLE 4 . TAXES

Payment by Tenant

§ 4.01. In addition to the rent specified in Article 3, Tenant will pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the premises and all interests in the premises and all improvements and other property on them during the lease term, whether belonging to Landlord or to Tenant. Tenant will pay all the taxes, charges, and assessments directly to the public officer charged with their collection not fewer than 30 days before they become delinquent, and Tenant will indemnify Landlord and hold it harmless from all such taxes, charges, and assessments. Tenant may, in good faith at its own expense (in its own name or in that of Landlord, or both, as Tenant may determine appropriate), contest any such taxes, charges, and assessments and

must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

Payment by Landlord

§ 4.02. At any time that the payment of any item of taxes, special assessments, or governmental charges that Tenant must pay under § 4.01 remains unpaid and uncontested later than 30 days before it becomes delinquent, Landlord may give written notice to Tenant of its default under § 4.01, specifying the default. If Tenant continues to fail to pay the taxes, special assessments, or governmental charges, or to contest them in good faith within 10 business days after the written notice, Landlord may pay the items specified in the notice, and Tenant will, on demand, reimburse Landlord any amount paid or expended by Landlord for this purpose, with interest on the amount at the rate of 10% percent annually from the date of Landlord's payment until reimbursement by Tenant.

ARTICLE 5 . UTILITIES

Tenant will pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the premises throughout the lease term, including any connection fees.

ARTICLE 6 . USE OF PREMISES

Permitted and Prohibited Use of Premises

§ 6.01. a. Tenant may use the premises for the purpose of developing and constructing private ballistics laboratory and sport shooting range, and for no other purpose without the written consent of Landlord. Landlord will not unreasonably withhold consent to a change of use. The sport shooting range shall not open to the general public without the express written consent of the landlord.

b. Under no circumstances during the term of this lease will Tenant use or cause to be used in the business operated on the premises any hazardous or toxic substances or materials, or store or dispose of any such substances or materials on the premises. For the purpose of this section, small arms ammunition shall not be considered a hazardous or toxic substance or material.

Illegal Use Not Permitted

§ 6.02. Tenant may not use all or any part of the premises or any building situated on them for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, the City of Pflugerville or other lawful authority with jurisdiction over the premises. Tenant is not considered to have violated this provision unless:

- a. Landlord has notified Tenant in a writing specifying the alleged violation;
- b. There has been a final adjudication by a court of competent jurisdiction that the specified use violates the law, regulation, or ordinance specified in the notice;
- c. The specified law, regulation, or ordinance is valid and applies to the premises; and
- d. Tenant has had a reasonable time after the final adjudication to cure the specified violation.

ARTICLE 7 . CONSTRUCTION BY TENANT

General Conditions

§ 7.01. Tenant may, at any time and from time to time during the lease term, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the premises, and correct and change the contour of the premises, subject to the following:

- a. Tenant bears the cost of any such work.
- b. The premises must at all times be kept free of mechanics' and materialmen's liens.
- c. Landlord must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins.
- d. The conditions of § 7.04 concerning Landlord's approving plans must be followed.

Easements, Dedications, Zoning, and Restrictions

§ 7.02. Landlord must cooperate with Tenant concerning easements, dedications, zoning, and restrictions of the premises as follows:

- a. Easements and Dedications. To provide for the more orderly development of the premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power lines, and other easements and dedications and similar rights be granted or dedicated over or within portions of the premises. Landlord must, on Tenant's request, join with Tenant in executing and delivering the documents, from time to time, and throughout the lease term, as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting the easements and dedications.

b. Zoning. If Tenant considers it necessary or appropriate to obtain use, zoning, or subdivision and precise plan approval and permits for the premises or any part of them, Landlord will execute the documents, petitions, applications, and authorizations as are appropriate or required to submit the premises, or any part of them, for the purposes of obtaining conditional use permits, zoning and rezoning, tentative and final tract approval, precise plan approval, and further, for the purposes of annexation to or the creation of districts and governmental subdivisions. Landlord will execute these documents from time to time as requested by Tenant.

c. Restrictions. At Tenant's request, Landlord will, from time to time, execute and deliver or join in the execution and delivery of the documents that are appropriate, necessary, or required to impose on the premises covenants, conditions, and restrictions providing for the granting of exclusive uses of the premises, or any part of them; the establishment of common and parking areas; the establishment of party walls; provisions for enlarging the common and parking areas by establishing mutual and reciprocal parking rights and the rights of ingress and egress; and other like matters, all of which are for the purpose of orderly development of the premises as a commercial unit.

d. Expenses. Tenant exclusively bears the cost and expense of any action required of Landlord under subparagraphs a through c, above.

e. Tenant as Landlord's Agent. Landlord appoints Tenant as its attorney in fact and agent (to be irrevocable so long as this lease remains in full force, which is deemed to be a power coupled with an interest) to execute and deliver and to record any documents that may be appropriate, necessary, or required under subparagraphs a through c above, in Landlord's name, and any third person may rely on such execution, delivery, and recordation.

Beginning Construction

§ 7.03. Tenant expects to begin construction of a ballistics laboratory and sport shooting range within 90 days after possession is delivered to Tenant or after all necessary permits and other authorizations are issued, whichever is later.

Landlord's Approval of Plans

§ 7.04. The following rules govern Landlord's approving construction, additions, and alterations of buildings or other improvements on the premises:

a. Written Approval Required. No building or other improvement may be constructed on the premises unless the plans, specifications, and proposed location of the building or other improvement has received City of Pflugerville's written approval and the building or other improvement complies with the approved plans, specifications, and proposed location. No material addition to or alteration of any

building or structure erected on the premises may be begun until plans and specifications covering the exterior of the proposed addition or alteration have been first submitted to and approved by City of Pflugerville.

b. Submission of Plans. Tenant must, at its own expense, engage a licensed architect or engineer to prepare plans and specifications for constructing a ballistics laboratory and sport shooting range or for constructing any other buildings or improvements or additions or alterations to any buildings or improvements that require City of Pflugerville's approval under subparagraph a above. If Tenant wishes to construct any other buildings or improvements or make any additions or alterations to buildings or improvements for which City of Pflugerville's approval is required under Subsection (a) above, Tenant must submit copies of detailed working drawings, plans, and specifications for any such projects for Landlord's and City of Pflugerville's approval before the project begins.

c. Landlord's Approval. Landlord will promptly review and approve all plans submitted under subparagraph b above or note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within 10 days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within 10 days constitutes its approval of the changes. Minor changes in work or materials not affecting the general character of the building project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.

d. Exception to Landlord's Approval. The following items do not require submission to, and approval by, Landlord:

i. Minor repairs and alterations necessary to maintain existing structures and improvements in a useful state of repair and operation.

ii. Changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

e. Effect of Approval. Landlord's approval of any plans and specifications applies only to the conformity of the plans and specifications to the general architectural plan for the premises, and Landlord may not unreasonably withhold approval. Landlord's approval does not constitute approval of the architectural or engineering design, and Landlord, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.

Ownership of Buildings, Improvements, and Fixtures

§ 7.05. Any buildings, improvements, additions, alterations, and fixtures (except furniture and trade

fixtures) constructed, placed, or maintained on any part of the leased premises during the lease term are considered part of the real property of the premises and must remain on the premises and become Landlord's property when the lease terminates.

Right to Remove Improvements

§ 7.06. Tenant may, at any time while it occupies the premises, or within a reasonable time thereafter, remove any furniture, machinery, equipment, or other trade fixtures owned or placed by Tenant, its subtenants or licensees, in, under, or on the premises, or acquired by Tenant, whether before or during the lease term. Before the lease terminates, Tenant must repair any damage to any buildings or improvements on the premises resulting from the removal. Any such items not removed by the lease termination date will become Landlord's property on that date.

ARTICLE 8 . ENCUMBRANCE OF LEASEHOLD ESTATE

Tenant's Right to Encumber

§ 8.01. Tenant may, at any time and from time to time, encumber the leasehold interest, by deed of trust, mortgage, or other security instrument, without obtaining Landlord's consent, but no such encumbrance constitutes a lien on Landlord's fee title. The indebtedness secured by the encumbrance will at all times be and remain inferior and subordinate to all the conditions, covenants, and obligations of this lease and to all Landlord's rights under this lease. References in this lease to "Lender" refer to any person or entity to whom Tenant has encumbered its leasehold interest.

Notices to Lender

§ 8.02. At any time after execution and recordation in Travis County, Texas, of any mortgage or deed of trust encumbering Tenant's leasehold interest, Lender may notify Landlord in writing that the mortgage or deed of trust has been given and executed by Tenant and furnish Landlord with the address to which it wants copies of notices to be mailed, or designate some person or corporation in the City of Pflugerville, Texas, as its agent and representative for the purpose of receiving copies of notices. Landlord must mail to Lender and to any agent or representative designated by Lender, at the addresses given, duplicate copies of all written notices that Landlord gives or serves on Tenant under the terms of this lease after receiving such a notice from Lender.

Lender's Consent Required for Modification

§ 8.03. Landlord and Tenant will neither modify nor terminate this lease by mutual consent without

Lender's written consent.

Lender's Right to Prevent Forfeiture

§ 8.04. Lender may do any act required of Tenant to prevent forfeiture of Tenant's leasehold interest; all such acts are as effective to prevent a forfeiture of Tenant's rights under this lease as if done by Tenant.

Lender's Right to Foreclose

§ 8.05. Lender may realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or equity or by the security documents and may transfer, convey, or assign Tenant's title to the leasehold estate created by this lease to any purchaser at any such foreclosure sale. Lender also may acquire and succeed to Tenant's interest under this lease by virtue of any such foreclosure sale. Lender will not be or become liable to Landlord as an assignee of this lease or otherwise unless it assumes such liability in writing, and no assumption may be inferred from or result from foreclosure or other appropriate proceedings in the nature of foreclosure or as the result of any other action or remedy provided for by the mortgage or deed of trust or other instrument or from a conveyance from Tenant under which the buyer at foreclosure or grantee acquires Tenant's rights and interest under this lease. Any purchaser of the property at a foreclosure sale becomes obligated to Lender as the Tenant under the lease.

ARTICLE 9 . REPAIRS, MAINTENANCE, AND RESTORATION

Tenant's Duty to Maintain and Repair

§ 9.01. At all times during the lease term, Tenant will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the premises in a good state of appearance and repair (except for reasonable wear and tear) at Tenant's own expense.

Damage or Destruction

§ 9.02. If any building or improvement constructed on the premises is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, Tenant must, within one year from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the building to substantially the condition it was in before the casualty. But if beginning or completing this restoration is prevented or delayed by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or

any other reason beyond Tenant's control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay.

ARTICLE 10 . MECHANICS' LIENS

Tenant will not cause or permit any mechanics' liens or other liens to be filed against the fee of the premises or against Tenant's leasehold interest (excluding any leasehold mortgage) in the land or any buildings or improvements on the premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the premises or any part of them through or under Tenant. If such a mechanic's lien or material man's lien is recorded against the premises or any buildings or improvements on them, Tenant must either cause it to be removed or, if Tenant in good faith wishes to contest the lien, take timely action to do so, at Tenant's sole expense. If Tenant contests the lien, Tenant will indemnify Landlord and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

ARTICLE 11 . CONDEMNATION

Parties' Interests

§ 11.01. If the premises or any part of them are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this article governs Landlord's and Tenant's interests in the award or consideration for the transfer and the effect of the taking or transfer on this lease.

Voluntary Conveyance

§ 11.02. Nothing in this article prohibits Landlord from voluntarily conveying all or part of the premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this article.

ARTICLE 12 . INSURANCE AND INDEMNIFICATION

Insurance on Buildings and Improvements

§ 12.01. At all times during the lease term, Tenant will keep all buildings and other improvements located or being constructed on the premises insured against loss or damage by fire, with extended-coverage endorsement or its equivalent. This insurance is to be carried by insurance companies

authorized or admitted to transact business in Texas with a Best's Insurance Rating of A (145) or better, selected by Tenant and approved by Landlord and any Lender under Article 8. The insurance must be paid for by Tenant and will be in amounts not less than 80 percent of the full insurable value of the buildings and other improvements. The insurance policy or policies must name both Landlord and Tenant as named insured and must provide that any loss of \$100,000 or less will be payable solely to Tenant; Tenant will use that sum for repair and restoration purposes. Any loss over \$100,000 will be made payable jointly to Landlord and Tenant, but if there is a Lender under Article 8, the insurance may, at Tenant's option, contain a loss-payable clause in favor of the Lender, under which any proceeds will be payable solely to the Lender.

Liability Insurance

§ 12.02. At all times during the lease term, Tenant will provide and keep in force liability insurance covering Landlord and Tenant for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas with a Best's Insurance Rating of A (145) or better, selected by Tenant and approved by Landlord, and will be paid for by Tenant. The insurance provided under this section must be in the amount of not less than \$1,000,000 for property damage and not less than \$300,000 for one person and \$1,000,000 for one accident for personal injury. This insurance will protect Landlord and Tenant against liability to any employees or servants of Tenant and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises.

Construction Liability Insurance

§ 12.03. Tenant will obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the premises. This insurance must be carried by insurance companies authorized or admitted to transact business in Texas with a Best's Insurance Rating of A (145) or better, selected by Tenant and approved by Landlord, and must be paid for by Tenant. The insurance will have limits of not less than \$100,000 for property damage and \$300,000 for one person and \$1,000,000 for one accident for personal injury and must protect Landlord and Tenant, as well as any other person or persons Tenant may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises.

Insurance Certificates

§ 12.04. Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not keep this insurance in full force, Landlord may notify Tenant of this failure, and if Tenant does not deliver to Landlord certificates showing all such insurance to be in full force within 10 days after this

notice, Landlord may, at its option, take out or pay the premiums on the insurance needed to fulfill Tenant's obligations under this article. On Landlord's demand, Tenant must reimburse Landlord the full amount of any insurance premiums paid by Landlord under this section, with interest at the rate of 10% percent annually from the date of Landlord's demand until reimbursement by Tenant.

Indemnification of Landlord

§ 12.05. Landlord is not liable for any loss, damage, or injury of any kind to any person or property arising from any use of the premises (or any part of them), or caused by any defect in any building, structure, improvement, equipment, or facility on the premises or caused by or arising from any act or omission of Tenant, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or brought about by Tenant's failure to maintain the premises in safe condition.

ARTICLE 13 . ASSIGNMENT AND SUBLEASE

Tenant may sell or assign its leasehold estate in its entirety or any portion of it, or may sublet the premises or any portion of them or any portion of any building or other improvement erected on the premises, at any time and from time to time, and the rights of Tenant or its successor or assignee, may pass by operation of law. But each such transfer, assignment, or sale is subject to Tenant's obligations to Landlord under this lease and will not release Tenant from its obligations under this lease.

ARTICLE 14 . DEFAULT AND REMEDIES

Termination on Default

§ 14.01. If Tenant defaults in performing any covenant or term of this lease and does not correct the default within 10 business days after receipt of written notice from Landlord to Tenant and any lender as required by § 8.02, Landlord may declare this lease, and all rights and interest created by it, terminated. If Landlord elects to terminate, this lease will cease as if the day of Landlord's election were the day originally fixed in the lease for its expiration. Landlord or its agent or attorney may resume possession of the premises and relet them for the remainder of the term at the best rent obtainable for the account of Tenant, who must make good any deficiency.

Tenant and Landlord agree that, for the purpose of posting the notice required by [Property Code Section 93.002\(f\)](#), the "front door" of the lease premises is the entrance to the ballistics laboratory/sport shooting range.

Other Remedies

§ 14.02. Any termination of this lease as provided in this article will not relieve Tenant from paying any sum or sums due and payable to Landlord under the lease at the time of termination, or any claim for damages then or previously accruing against Tenant under this lease. Any such termination will not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default under the lease. All Landlord's rights, options, and remedies under this lease will be construed to be cumulative, and no one of them is exclusive of the other. Landlord may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any of the covenants or conditions of this lease may be construed a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this lease.

Subleases Not Affected

§ 14.03. Landlord's exercising any remedy does not affect the existence of subleases that were entered into with Tenant according to this lease and that cover any portion of the premises.

ARTICLE 15 . LANDLORD'S WARRANTIES AND COVENANTS

Warranty of Title

§ 15.01. Landlord warrants that it is the owner in fee simple absolute of the premises.

Warranty of Quiet Enjoyment

§ 15.02. Landlord covenants that as long as Tenant pays the rent and other charges under this lease and observes the covenants and terms of this lease, Tenant will lawfully and quietly hold, occupy, and enjoy the premises during the lease term without being disturbed by Landlord or any person claiming under Landlord, except for any portion of the premises that is taken under the power of eminent domain.

ARTICLE 16 . GENERAL PROTECTIVE PROVISIONS

Right of Entry and Inspection

§ 16.01. Tenant must permit Landlord or its agents, representatives, or employees to enter the premises

for the purposes of inspection; determining whether Tenant is complying with this lease; maintaining, repairing, or altering the premises; or showing the premises to prospective tenants, purchasers, mortgagees, or beneficiaries under trust deeds.

No Partnership or Joint Venture

§ 16.02. The relationship between Landlord and Tenant is at all times solely that of landlord and tenant and may not be deemed a partnership or a joint venture.

Force Majeure

§ 16.03. If constructing the building as provided in § 7.03 or curing any default (other than failure to pay rent, insurance premiums, or ad valorem taxes) or performing any other covenant or term is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond Tenant's control or that of the party obligated or permitted under this lease to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated or not, each party so delayed is excused from performance during the delay period.

No Termination on Bankruptcy

§ 16.04. Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver will not affect this lease as long as Tenant and Landlord or their respective successors or legal representatives continue to perform all covenants of this lease.

No Waiver

§ 16.05. No waiver by either party of any default or breach of any covenant or term of this lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this lease.

Release of Landlord

§ 16.06. If Landlord sells or transfers all or part of the premises and as a part of the transaction assigns its interest as Landlord in this lease, then as of the effective date of the sale, assignment, or transfer, Landlord will have no further liability under this lease to Tenant, except with respect to liability matters that have accrued and are unsatisfied as of that date. Underlying this release is the parties' intent that

Landlord's covenants and obligations under this lease will bind Landlord and its successors and assigns only during and in respect of their respective successive periods of ownership of the fee.

Joint and Several Liability

§ 16.07. If this lease names more than one Tenant or Landlord, the obligation of all such Tenants or Landlords is joint and several.

ARTICLE 17 . MISCELLANEOUS

Delivery of Rents and Notices

§ 17.01. All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and are considered to have been given at the time of personal delivery or of mailing.

All payments, notices, demands, or requests from Tenant to Landlord should be mailed to Landlord at P.O. Box 1160, Pflugerville, Texas 78691 or faxed to Landlord at 512.990.3183, or at such other address or fax number as Landlord requests in writing.

All payments, notices, demands, or requests from Landlord to Tenant should be mailed to Tenant at _____ [address] or faxed to Tenant at _____ [fax number], or at such other address or fax number as Tenant requests in writing.

Multiple Parties

§ 17.02. If this lease names more than one Landlord or Tenant, service of any notice on any one Tenant or Landlord is considered service on all Tenants or Landlords, respectively.

Parties Bound

§ 17.03. This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Texas Law to Apply

§ 17.04. This agreement is to be construed under Texas law, and all obligations of the parties created by

this lease are performable in Travis County, Texas.

Legal Construction

§ 17.05. If any one or more of the provisions contained in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

§ 17.06. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

§ 17.07. No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and duly executed by the parties.

Rights and Remedies Cumulative

§ 17.08. The rights and remedies provided by this lease agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Time of Essence

§ 17.09. Time is of the essence of this agreement.

Further Documents

§ 17.10. Landlord will from time to time and at any reasonable time execute and deliver to Tenant, when Tenant reasonably requests, other instruments and assurances approving, ratifying, and confirming this lease and the leasehold estate created by it and certifying that the lease is in full force and that no default under the lease on Tenant's part exists. But if any default on Tenant's part does

exist, Landlord must specify in any such instrument each such default.

THIS LEASE has been executed by the parties on the date and year first above written.

LANDLORD

Pflugerville Community Development Corporation

By _____

Omar Peña, President

TENANT

Tracking Point, Inc.

By _____ *[signature]*

_____ *[typed name and capacity]*