
SUBLEASE

BETWEEN

GUIDANCE RESIDENTIAL, LLC,
a Delaware limited liability company

(Sublandlord)

AND

GLOBAL RESPONSE CENTER, LLC,
a Delaware limited liability company

(Subtenant)

11107 Sunset Hills Road
Reston, Virginia 20190

September 28, 2023

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Exhibit A – Premises & Demising Work

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SUBLEASE

THIS SUBLEASE (“**Sublease**”) is made as of September ~~28~~, 2023, by and between GUIDANCE RESIDENTIAL, LLC, a Delaware limited liability company (“**Sublandlord**”), and GLOBAL RESPONSE CENTER, LLC, a Delaware limited liability company (“**Subtenant**”).

BACKGROUND

Stewart Chestnut Sunset Hills, LLC (successor-in-interest to PRIII Sunset Hills Virginia LLC, successor-in-interest to Piedmont Operating Partnership, LP, “**Landlord**”) and Sublandlord, entered into that certain Deed of Lease dated December 21, 2010 (the “**Original Lease**”), as amended by that certain First Amendment to Deed of Lease dated April 7, 2017 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Deed of Lease dated February 24, 2022 (the “**Second Amendment**”), the Original Lease, as amended by the First Amendment and Second Amendment are, collectively, the “**Prime Lease**”), whereby Landlord leases to Sublandlord certain office space located at 11107 Sunset Hills Road, Reston, Virginia (the “**Building**”), and more fully described in the Prime Lease (the “**Prime Space**”). Capitalized terms used in this Sublease but not defined herein shall have the meanings given such terms in the Prime Lease.

Sublandlord wants to sublease to Subtenant a portion of the Prime Space leased to Sublandlord under the Prime Lease and Landlord has been requested to consent to such subleasing, all in accordance with the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subleasing of the Premises.

(a) Sublandlord hereby subleases to Subtenant that portion of the Prime Space leased to Sublandlord pursuant to the Prime Lease, commonly known as Suite 301 and containing approximately 4,337 rentable square feet, as described on Exhibit A to this Sublease (the “**Premises**”), upon and subject to all of the terms and conditions set forth herein.

(b) Subtenant may access the Premises twenty-four (24) hours per day, seven (7) days per week, to the extent Sublandlord has such access under the Prime Lease. Sublandlord also shall provide Subtenant with eleven (11) Building entry security key fobs at no cost to Subtenant.

(c) The Premises contains certain furniture, fixtures and equipment, including, without limitation, the furniture described on Exhibit B to this Sublease (the “**Furnishings**”). Subtenant may use the Furnishings throughout the Term, provided that (i) Subtenant shall maintain the Furnishings in good condition and repair at Subtenant’s expense (ordinary wear and tear excepted), (ii) the Furnishing shall at all times remain Sublandlord’s property, (iii) at no time

shall Subtenant remove any of the Furnishings from the Premises without the consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed, and (iv) Subtenant shall surrender the Furnishings to Sublandlord upon the expiration or sooner termination of this Sublease in good order and repair, ordinary wear and tear excepted. Subtenant shall pay (or if applicable, reimburse Sublandlord) for all personal property, use and related taxes payable, if any, in connection with the Furnishings. Unless precluded by applicable law, Subtenant shall list the Furnishings in its annual filings regarding personal property with the City, County and/or Commonwealth, if and as applicable, where the Premises are located.

2. Term.

(a) This Sublease shall commence (the “**Commencement Date**”) on the later of (i) full execution and delivery of this Sublease and delivery of possession of the Premises to Subtenant with Sublandlord’s Work (defined in Section 6) substantially complete, (ii) January 1, 2024, or (iii) the date Landlord consents to this Sublease. The term (“**Term**”) of this Sublease is approximately thirty-six (36) months, beginning on the Commencement Date and ending on the last day of the month containing the thirty-sixth (36th) monthly anniversary of the Commencement Date (the “**Expiration Date**”), subject to the provisions set forth herein. Once determined, Sublandlord and Subtenant, upon request of either, will confirm in writing the Commencement Date and the Expiration Date.

Subject to obtaining Landlord’s prior written consent, Subtenant may enter the Premises fourteen (14) days prior to the anticipated Commencement Date solely to install Subtenant’s telephone equipment, cabling, security system, furniture and other office furnishings. Subtenant shall coordinate such entry with Sublandlord and with Landlord’s property manager. During this period of time, Subtenant shall comply with all applicable Sublease provisions.

(b) Subject to the terms hereof, Subtenant may extend the Term for two (2) “**Extension Terms**” of two (2) years’ each (each an “**Extension Option**”). Tenant’s Extension Option must be exercised strictly in accordance with the following terms and conditions. Subtenant shall exercise the Extension Option by giving Sublandlord written notice (the “**Option Notice**”) not later than one-hundred and eighty (180) days prior to the expiration of the then-current Term. If an Option Notice is not given timely, or if Subtenant is in default (beyond any applicable notice and cure) under the Sublease at the time of its Option Notice, or if Sublandlord has exercised its Prime Lease Termination Option set forth in subsection (c) below, the Option Notice shall be void and be of no further force or effect. In no event shall Subtenant have the right to extend the Term of the Sublease beyond the expiration of the second (2nd) Extension Term. During each Extension Term, if properly exercised, all the terms, conditions, covenants and agreements set forth in the Sublease shall continue to apply and be binding upon Sublandlord and Subtenant, and Rent shall be as provided in the table set forth in Section 3 of this Sublease.

(c) Subtenant acknowledges that Sublandlord has the right to terminate the Prime Lease for all or any portion of the Prime Space, effective as of October 31, 2030. If Sublandlord exercises its termination right, and the space so terminated includes the Premises,

then by written notice to Subtenant given not later than October 31, 2029, this Sublease also shall be terminated effective as of October 31, 2030.

3. Rent.

(a) Commencing on the Commencement Date and for each and every month thereafter until the Expiration Date, Subtenant shall pay to Sublandlord, on the first day of each month, "**Rent**" as set forth below provided that Subtenant shall deliver the first payment of Rent to Sublandlord when Subtenant executes this Sublease.

Sublease Year (or portion thereof)	Monthly Rent
1	\$7,700.00
2	\$7,892.50
3	\$8,089.81
First Extension Term	
4	\$8,292.06
5	\$8,499.36
Second Extension Term	
6	\$8,711.84
7	\$8,929.64

"**Sublease Year**" means each period of twelve (12) successive months commencing on the Commencement Date or any anniversary thereof, except that the last Sublease Year of the Term might contain fewer than twelve (12) months if the period between the expiration of the then preceding Sublease Year and the Expiration Date contains fewer than twelve (12) months.

(b) Notwithstanding anything to the contrary contained in this Section, so long as Subtenant is not in default beyond any applicable notice and cure period, Subtenant's obligation to pay the Rent otherwise due for the first three (3) full calendar months of the Term (the "**Abatement Period**") shall be abated (the "**Abated Rent**").

(c) All amounts payable by Subtenant to Sublandlord pursuant to this Sublease shall be deemed and constitute "**rent**" and, in the event of any non-payment thereof, Sublandlord shall have all of the rights and remedies provided herein, in the Prime Lease, and at law or in equity for non-payment of rent. Subtenant's obligation to pay rent that has accrued under this Sublease shall survive the Expiration Date or sooner termination of this Sublease.

(d) Any payment of Rent not paid within ten (10) days after the due date shall be subject to a late charge of five percent (5%) of such payment, and, if not paid on the due date,

shall also accrue simple interest at the prime rate (or substitute for the prime rate) of Bank of America, N.A. (or its successor) plus three percent (3%) per annum.

(e) Subtenant shall have no obligation to pay any portion of Sublandlord's Base Rent or its share of Additional Rent, Operating Charges and/or Real Estate Taxes under the Prime Lease regarding the Premises, provided that Subtenant shall reimburse Sublandlord for rent that may become due under the Prime Lease arising from Subtenant's acts or omissions, including, but not limited to charges arising from: (i) any after-hours HVAC service, (ii) any alterations, improvements or other work performed by or at Subtenant's request or, (iii) Subtenant's breach of any applicable provision of the Prime Lease beyond applicable notice and cure periods.

(f) Subtenant shall pay Sublandlord a security deposit of \$7,700.00 (the "**Security Deposit**"), as security for Subtenant's obligations under this Sublease. Except if required by law, the Security Deposit shall not accrue interest. If Subtenant defaults in any of its obligations under this Sublease, and such default continues beyond the expiration of any applicable notice and cure period, Sublandlord may apply the Security Deposit to cure such default or to reimburse Sublandlord for any sums it expended because of Subtenant's default. Using the Security Deposit shall not prevent Sublandlord from exercising any other remedy available to Sublandlord under this Sublease, at law or in equity. If, after an uncured Subtenant default that has continued after applicable notice and cure periods (as described in the third sentence of this subsection), Sublandlord properly uses any portion of the Security Deposit, Subtenant shall deliver to Sublandlord funds sufficient to restore the Security Deposit to its original amount within three (3) business days after the written demand therefor. If Sublandlord assigns its interest in the Premises, Sublandlord shall deliver the Security Deposit to the transferee, and upon assumption by the transferee, Subtenant shall look solely to the transferee for the return of the Security Deposit. Provided it is not then in default beyond any applicable notice and cure period, the then existing balance of the Security Deposit shall be returned to Subtenant within thirty (30) days after the Expiration Date. Subtenant shall deliver the Security Deposit to Sublandlord when Subtenant executes this Sublease.

4. Condition, Care and Surrender of the Premises.

(a) Except as otherwise provided in Section 6 of this Sublease, Subtenant accepts the Premises in "**AS IS**" condition as of the date of delivery of possession to Subtenant, without any warranty or representation, express or implied, by or on behalf of Sublandlord as to the condition or usability thereof. Except as otherwise provided, Sublandlord shall have no obligation to make, have made, pay for, or contribute to the payment for any demolition, alteration, addition, repair, replacement or improvement in or to the Premises, including, without limitation, to perform any Sublandlord work (other than the Sublandlord's Work) to make the Premises ready for occupancy.

(b) Without limiting any other provision of this Sublease or the Prime Lease, Subtenant shall take good care of the Premises, suffer no waste or injury thereto and shall comply with all laws, orders and regulations which are imposed on Sublandlord, as tenant under

the Prime Lease and which are applicable to the Premises and the Building and Subtenant's use thereof.

(c) Before the Sublease expires, Subtenant shall, at its sole expense, remove from the Premises (i) all of its personal property, and (ii) upon the demand of Sublandlord given to Subtenant on or before the Expiration Date or earlier termination of this Sublease, any improvements and or alterations that Subtenant has made to the Premises. In the absence of such a notice, all such improvements and alterations shall become the property of Sublandlord, subject, however, to the terms of the Prime Lease and the provisions of this Subsection. After removing Subtenant's property from the Premises and/or any improvements and alterations, Subtenant shall, at its sole expense, promptly repair and restore the Premises to the condition existing when Sublandlord delivered possession (ordinary wear and tear, and damage by fire and other casualty excepted), and repair any damage to the Premises and/or the Building related to such removals. All property permitted or required to be removed by Subtenant upon the Expiration Date or sooner termination of this Sublease but remaining thereafter shall be deemed abandoned and may, at Sublandlord's election, either be retained as Sublandlord's property or may be removed from the Premises by Sublandlord, at Subtenant's expense. Any such expense shall be paid by Subtenant to Sublandlord upon demand therefor, and shall be deemed rent collectible by Sublandlord in the same manner and with the same remedies as though such sums constituted rent reserved hereunder.

(d) Without limiting the terms of the preceding subsection, upon the Expiration Date or sooner termination of this Sublease, Subtenant shall quit and surrender the Premises to Sublandlord in the condition such Premises were in on the Commencement Date, broom clean, in good order and condition, ordinary wear and tear and damage by fire and other insured casualty excepted. Subtenant shall indemnify and save Sublandlord harmless from and against any and all actual loss, cost, expense, or liability resulting from the failure of, or the delay by, Subtenant in so surrendering the Premises on or before the Expiration Date, including, without limitation, any claims made by Landlord or Sublandlord or any succeeding subtenant, assignee or other party, arising from such failure or delay.

5. Use. Subtenant shall use and occupy the Premises subject to the terms of the Prime Lease for the purposes permitted under the Prime Lease and for no other purposes.

6. Sublandlord's Work. Before the Commencement Date, and subject to Landlord's approval (if required), Sublandlord, at its sole cost and expense, shall (i) demise the Premises into two (2) offices separate from the remainder of the Prime Space, (ii) install front and back door entrances to the Premises wired to Subtenant's security system, and (iii) install a kitchen, sink (with running water and drainage) and under-counter refrigerator in the Premises, all as shown on Exhibit A hereto (collectively, "**Sublandlord's Work**").

7. Alterations. Notwithstanding anything to the contrary contained in the Prime Lease, Subtenant shall not make any alterations or changes to the Premises whatsoever, including, without limitation, structural or non-structural changes, without the prior written consent of Sublandlord and Landlord.

8. Parking. Subject to Landlord's approval (if required under the Prime Lease), Sublandlord shall provide Subtenant with fourteen (14) parking permits for the Building garage at no cost to Subtenant.

9. Signage. Sublandlord shall work in good faith to cause Landlord to provide suite entry signage and Building directory signage identifying Subtenant's business. Subtenant shall pay for all costs associated with its suite entry signage.

10. Subordination to and incorporation of the Prime Lease.

(a) This Sublease is in all respects subject and subordinate to any mortgage, deed, deed of trust, ground lease or other instrument now or hereafter encumbering the Building, and/or the land on which it is located, to the terms and conditions of the Prime Lease and to the matters to which the Prime Lease, including any amendments thereto, is or shall be subordinate. Except as may be expressly provided otherwise in this Sublease, Subtenant hereby agrees not to violate the terms and conditions of the Prime Lease, to the extent within the control of Subtenant. Subtenant shall assume the obligations of Sublandlord, as "**Tenant**" under the Prime Lease, all of which are hereby incorporated by reference in this Sublease to the same extent as if set forth herein at length and shall, with respect to the maintenance and use of the Premises (and only to the Premises) and, as between Sublandlord and Subtenant, constitute the duties and obligations of Subtenant hereunder. If the terms of the Prime Lease should impose duties and obligations more restrictive or comprehensive than the terms of this Sublease, then the terms of this Sublease shall be deemed amended so as to incorporate such more restrictive or comprehensive duties and obligations. Subtenant acknowledges that it has reviewed and is familiar with the Prime Lease, and Sublandlord represents that it has provided Subtenant with a true and correct copy of the Prime Lease prior to the date hereof. Notwithstanding anything to the contrary in this Sublease to the contrary: Sublandlord shall remain liable for the payment of all Base Rent, Additional Rent, and other amounts due under the Prime Lease; Subtenant shall not be liable for the pecuniary/ monetary payments to Landlord under the Prime Lease (other than those resulting from the affirmative acts of Subtenant, e.g., requesting after-hours HVAC or Subtenant requested alterations); and Subtenant's liability for the payment of monies shall be limited to those expressly set forth in this Sublease.

11. Covenants concerning the Prime Lease.

(a) Sublandlord shall use commercially reasonable efforts to perform all of Sublandlord's obligations as tenant under the Prime Lease, subject to all applicable defenses, grace periods, rights of contest, rights of offset and other such rights afforded to Sublandlord pursuant to the terms of the Prime Lease or at law or in equity.

(b) Subtenant shall not knowingly do anything that would constitute a default beyond any applicable notice and cure period under the Prime Lease or omit to do anything that Subtenant is obligated to do under the terms of this Sublease so as to cause a default beyond any applicable notice and cure period under the Prime Lease. If Subtenant defaults beyond any applicable notice and cure period in any term or provision of, or fails to honor any obligation under this Sublease beyond any applicable notice and cure period, Sublandlord shall have

available to it all of the remedies available to Landlord under the Prime Lease in the event of a like default or failure on the part of Sublandlord as tenant thereunder. Notwithstanding anything contained herein to the contrary, Subtenant shall be entitled to the same notice and opportunity to cure any default hereunder and/or under the Prime Lease, as may exist for the benefit of 'tenant' under the Prime Lease. Such remedies shall be in addition to all other remedies available to Sublandlord, at law or in equity.

12. Default Under and/or Termination of the Prime Lease.

(a) If for any reason the term of the Prime Lease is terminated prior to the anticipated Expiration Date, this Sublease shall thereupon terminate, and Sublandlord shall not be liable to Subtenant by reason thereof for damages or otherwise (except those arising out of Sublandlord's failure to remit rent to Landlord if rent hereunder is actually received by Sublandlord from Subtenant, Sublandlord's default hereunder or Sublandlord's failure to otherwise perform its obligations with respect to the portion of the Prime Space other than the Premises) and Sublandlord shall return to Subtenant rent paid in advance by Subtenant, if any, prorated as of the date of the termination of the Prime Lease.

(b) Without first obtaining Subtenant's written consent thereto, Sublandlord shall not enter into any modification of the Prime Lease which would result in a material adverse change in the obligations of Sublandlord (including the term of the Prime Lease) or services provided to Subtenant hereunder; provided, however, that notwithstanding any provision contained in this Sublease to the contrary, Subtenant acknowledges that Sublandlord may have certain rights of termination under the Prime Lease for reasons relating to casualty pursuant to Article XVII of the Prime Lease, condemnation pursuant to Article XVIII of the Prime Lease, by Sublandlord's election as set forth in Section 7 of the Second Amendment, and pursuant to Section 14.4 of the Prime Lease, or as permitted at law or in equity, and nothing contained herein shall limit or otherwise restrict Sublandlord's rights to terminate the Prime Lease, as provided in the Prime Lease, at law or in equity, whether in whole or in part, arising out of such actions, events or causes, all without liability to Subtenant, except as otherwise expressly provided in this Sublease to the contrary.

13. Enforcement of Prime Lease. Sublandlord shall endeavor, in good faith and at Subtenant's cost, to enforce the provisions of the Prime Lease for the benefit of Subtenant; provided that Sublandlord shall have no obligation to make any payment to. Sublandlord shall use all remedies it has under the Prime Lease and in applicable law to cause Landlord to perform its obligations under the Prime Lease that affect the Premises. If due to the nature of Landlord's default under the Prime Lease, Sublandlord has the right to terminate the Prime Lease, and the matter of Landlord's default materially and adversely affects Subtenant's use and occupancy of the Premises, then in such event, Subtenant may terminate this Sublease by written notice to Sublandlord given at any time before Landlord cures the matter.

14. Insurance.

(a) Subtenant shall, with regard to the Premises, obtain and keep in full force and effect during the Term, at its sole cost and expense, (i) commercial general public liability insurance, (ii) ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk") providing fire and extended coverage insurance for the full replacement value of Subtenant's Property (defined below), and (iii) any other insurance coverage required to be obtained by Sublandlord as tenant under the Prime Lease. The insurance coverage required under the Prime Lease shall be in the nature and amounts set forth therein. Subtenant's insurance shall be primary over the insurance of Landlord and Sublandlord. Such insurance policies shall name Subtenant as named insured and Sublandlord and Landlord (and such other persons as Sublandlord may reasonably request by notice to Subtenant from time to time) as additional insured thereunder. Any references to Landlord in those provisions of the Prime Lease relating to insurance shall include Sublandlord and Landlord. Subtenant shall pay all premiums and charges for such insurance. If Subtenant shall fail to obtain such insurance, Sublandlord may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid shall be paid by Subtenant to Sublandlord upon Sublandlord's demand therefor. Such amount shall be deemed rent hereunder and shall be collectible by Sublandlord in the same manner and with the same remedies as though said sums were monthly rent reserved hereunder.

(b) On or before the Commencement Date, Subtenant shall furnish to Sublandlord and Landlord certificates evidencing the aforesaid insurance coverage.

(c) Subtenant acknowledges that neither Landlord nor Sublandlord is obligated to carry any insurance in favor of Subtenant, including, without limitation, any insurance covering Subtenant's furniture, fixtures, equipment, improvements, appurtenances or other property of Subtenant in or about the Premises ("**Subtenant's Property**").

15. Waiver of Subrogation. Sublandlord and Subtenant each hereby waive any right of subrogation and right of recovery or cause of action for injury or loss to the extent that such injury or loss is covered by fire, extended coverage, "All Risk" or similar policies covering real property or personal property (or which would have been covered if Sublandlord or Subtenant, as the case may be, was carrying the insurance required by this Sublease). Such waivers shall be in addition to, and not in limitation or derogation of any other waiver or release contained in this Sublease. Sublandlord and Subtenant shall each obtain waiver of subrogation endorsements to their respective property or casualty insurance policies.

16. Defaults; Time Limits. All obligations under the Prime Lease which are to be performed by Sublandlord under the Prime Lease within a specified number of days, and which relate to the Premises or which Subtenant is obligated to perform pursuant to this Sublease, shall be performed on or before such expiration of the time provided for the performance of such obligations by Sublandlord under the Prime Lease.

17. Assignment and Subletting. Subtenant, for itself, its successors and assigns, expressly covenants that it shall not assign, whether by operation of law or otherwise, or pledge or otherwise encumber this Sublease, or sublet all or any part of the Premises without Landlord's

and Sublandlord's prior written consent. Any such attempted pledge, encumbrance, assignment or subletting shall be void and of no force and effect. Any such assignment or subletting, consented to or otherwise, shall in no way relieve Subtenant of its obligations under this Sublease.

18. Hold-Over. Subtenant shall immediately surrender the Premises upon the termination of the Term; otherwise Subtenant shall, by virtue of this Sublease, become a tenant at sufferance at a monthly rental equal to twice (i) the rent provided for herein at the rate then payable at the time of such termination, plus (ii) the other charges (other than rent) which Sublandlord would be obligated to pay and in fact pays as a hold-over tenant under the Prime Lease. Subtenant, as a tenant at sufferance, shall be subject to all of the conditions and covenants of this Sublease (including payment of rent) as though the tenancy had originally been a monthly tenancy.

19. Notices. Any notice, demand or communication required or desired hereunder by either party to the other shall be in writing and shall be given in all cases upon actual receipt (or refusal) when (i) personally delivered, or (ii) when sent by certified or registered mail, first class, postage prepaid, return receipt requested, or (iii) delivered by commercial courier, if to Sublandlord to 11107 Sunset Hills Road, Suite 300, Reston, VA 20190, Attention: Heidi Partida, and if to Subtenant at the Premises, Attention: Office Manager with a courtesy copy to The O'Dowd Law Firm, PC, 1400 Preston Road, Suite 400, Plano, TX 75093 Attn: London O'Dowd, Esquire. Either party may, however, by like written notice, designate a new or other address to which such notice, demand or communication shall thereafter be given or made. Subtenant shall promptly provide Sublandlord with copies of all notices, demands or communications Subtenant receives from Landlord. Sublandlord shall promptly provide Subtenant with copies of all notices, demands or communications Sublandlord receives from Landlord in any way relating to or affecting Subtenant and/or the Premises.

20. Landlord's Consent. This Sublease is subject to Sublandlord obtaining Landlord's unconditional written consent in accordance with the terms of the Prime Lease. If Sublandlord and Subtenant have not received written consent from Landlord that includes Landlord's express consent to (i) the Sublandlord Work as set forth in Section 6, (ii) the parking rights set forth in Section 8 and (iii) the signage rights set forth in Section 9 within thirty (30) days after this Sublease is fully executed and delivered, either party may terminate this Sublease at any time thereafter by written notice to the other but before Landlord's consent is received.

This Sublease shall not make Landlord a party to this Sublease, shall not create any contractual liability or duty on the part of Landlord to Subtenant, and shall not in any manner increase, decrease or otherwise affect the rights and obligations of Landlord or Sublandlord under the Prime Lease.

21. Miscellaneous.

(a) Authority. Subject to Landlord's approval hereof, each party represents and warrants to the other that it has the power and authority to enter into this Sublease, and that this Sublease is the valid and binding obligation of such party.

(b) Broker. Sublandlord and Subtenant represent and warrant to each other that neither has dealt with any broker, agent or finder in connection with this Sublease other than Clarefield Partners ("**Broker**"). Sublandlord and Subtenant shall indemnify the other, and Landlord against, and hold each other and Landlord harmless from any claim of, or liability to, any broker or any party with whom Sublandlord or Subtenant shall have dealt in connection with this Sublease other than with Broker. Sublandlord shall pay Broker's commission pursuant to the terms of a separate agreement between Sublandlord and Broker.

(c) Quiet Enjoyment. As long as Subtenant pays all of the rent due hereunder, and otherwise performs and observes all of the obligations, terms and conditions contained herein and in the Prime Lease as herein incorporated, Subtenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection, molestation, or interruption by or from Sublandlord.

(d) Modification. This Sublease may not be extended, renewed, or terminated (other than in accordance with the terms hereof), or otherwise modified except by an instrument in writing signed by both parties hereto.

(e) Integration. All understandings and agreements heretofore had between the parties hereto are merged in this Sublease, which alone fully and completely expresses their agreements. This Sublease has been entered into after full investigation, neither party relying upon any statement, representation or warranty made by the other not embodied in this Sublease and/or Prime Lease.

(f) Headings. The section headings appearing herein are for purposes of convenience only and are not deemed to be a part of this Sublease.

(g) Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and are intended to be legally binding.

(h) Time. Time is of the essence as to the obligations herein.

(i) Sublease Only. The legal effect of this instrument is and shall be a subletting of the Premises, and not that of an assignment of the Prime Lease or any portion thereof.

(j) Recordation. Without the express prior written consent of Sublandlord, neither this Sublease nor any memorandum or other instrument intended to give notice of the existence hereof shall be recorded.

(k) Costs of Enforcement. If Sublandlord shall bring an action to recover any rent due hereunder or upon any covenant of Subtenant under this Sublease (or any incorporated covenant of the Prime Lease), or to recover possession of the Premises, or if Subtenant shall bring any action for relief against Sublandlord, declaratory or otherwise, arising out of this Sublease (or any incorporated term of the Prime Lease), the party that prevails in such action shall be entitled to recover reasonable attorneys' fees and all court costs incurred in such action.

(l) Counterpart; Electronic Signatures. This Sublease may be executed in counterpart and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. The parties agree that PDF formatted copies of documents signed by hand or signed through the electronic signature system known as "DocuSign", shall have the same effect as originals.

(m) Limitation of Liability. Except for Subtenant's liability under Section 16 of this Sublease, notwithstanding any provision hereof to the contrary, neither party shall be responsible or liable to the other party for special, punitive, exemplary, consequential, incidental or indirect losses or damages as a result of the performance or nonperformance of its obligations under this Sublease, or its acts or omissions related to this Sublease, whether or not arising from that party's sole, joint or concurrent negligence, intentional tort, strict liability or violation of law.

(n) Indemnity. Subject to the mutual waiver of subrogation set forth in Section 15 of this Sublease, Subtenant shall indemnify, defend, hold harmless and release Sublandlord and its employees, officers, shareholders, directors, agents, successors, assigns and affiliated companies against any loss, claim, damage, expense or liability of any kind, including reasonable attorneys' fees, caused by: (a) use and occupancy of the Premises or the business conducted therein, (ii) any negligent or willful act or omission of Subtenant, its officers, agents, employees or invitees, (iii) any breach of Subtenant's obligations under this Sublease, including failure to comply with applicable laws, or surrender the Premises upon expiration or surrender the Premises upon the expiration or earlier termination of the Term, or (iv) any entry by Subtenant or its agents, employees or contractors prior to the Commencement Date. Subtenant's indemnity obligations hereunder shall exclude any claims relating to the acts or omissions of Landlord, Sublandlord, and any of their agents, employees or contractors. Sublandlord shall not settle or compromise any claim that Subtenant's indemnity applies to without Subtenant's prior written consent.

(o) Waiver of Notice to Quit. Subtenant waives any right to a notice to quit or any other right to notice of Landlord's or Sublandlord's intent to reenter the Premises. Subtenant waives any right under any present or future law to redeem the Premises.

(p) Waiver of Jury Trial & Counterclaims. Sublandlord and Subtenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Sublease and/or Subtenant's use of or occupancy of the Premises. Subtenant consents to service of process and any pleading relating

to any such action at the Premises; provided, however, that nothing herein shall be construed as requiring such service at the Premises. Sublandlord, Subtenant, and all guarantors of this Sublease (if any), waive any objection to the venue of any action filed in any court situated in the jurisdiction in which the Building is located and waive any right under the doctrine of forum non convenes or otherwise, to transfer any such action filed in any such court to any other court. Except for compulsory counter-claims, Subtenant shall not interpose any counterclaim or claim for set-off, recoupment or deduction of Rent or any other rent in a summary proceeding for nonpayment of rent or other action or summary proceeding based on termination, holdover or other default in which Landlord or Sublandlord seeks repossession of the Premises from Subtenant.

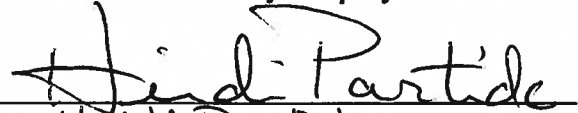
(q) Confidentiality. Sublandlord and Subtenant shall keep all aspects of this Sublease and the transaction contemplated herein strictly confidential with regard to third-parties. No public disclosure concerning the foregoing shall be made by either party to this Sublease without obtaining the prior written approval of such disclosure by the non-disclosing party. Any provision of this Section to the contrary notwithstanding, Sublandlord and Subtenant may each disclose the aspects of this Sublease and the transaction contemplated herein to the Landlord and their respective counsel, agents, employees or contractors to the extent the same are involved in the transaction contemplated herein, as well as to prospective purchasers or lenders.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Sublease has been duly executed under seal as of the day and year first above written.

SUBLANDLORD:

GUIDANCE RESIDENTIAL, LLC,
a Delaware limited liability company

By: 

Name: Heidi Partida

Title: EVP, Corporate Governance

SUBTENANT:

GLOBAL RESPONSE CENTER, LLC,
a Delaware limited liability company

By: 

Name: Gregory S. Eaton

Title: Managing Director

Exhibit A

Premises & Demising Work



Exhibit B

Furnishings

14 cubicles with chairs & pedestals & wastebaskets (no computer equipment)



Phone Room 1 – Table with 2 chairs



<p>Phone Room 2 – Table with 2 chairs</p>		
<p>Huddle Room with Table & 4 Chairs</p>		
<p>Conference Room Table & 8 Chairs Credenza. TV's available (if able to separate the TV's from our AV)</p>		
<p>Corner Couch & 3 tables</p>		

<p>Wall Table with 5 chairs</p>		
<p>Executive Office Couch & 2 chairs with table</p>		
<p>Executive Office Round Table & 4 chairs</p>		

IT Shared Office Tables & Chairs with slat wall & wastebaskets. No equipment. No cabinets (at this time – pending review).



Shared Office Desks with left or right pedestals and chair (at least 2)
No equipment.



CONSENT

Pursuant to the Prime Lease, the undersigned consents to the foregoing Sublease; subject, however, to the following conditions and qualifications:

1. This Consent shall not be construed as a consent by Landlord to, or as permitting, any other or further subletting by Sublandlord or Subtenant, or any further assignment of the Prime Lease or the foregoing Sublease, or as a release of any liability of Sublandlord to Landlord under the Prime Lease.

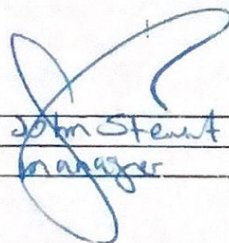
2. Upon the expiration or any earlier termination of the term of the Prime Lease, or in case of the surrender of the Prime Lease to Landlord, and the acceptance thereof by Landlord, the Prime Lease and the foregoing Sublease and the term and estates thereby granted shall terminate as of the effective date of such expiration, termination or surrender, and subject to the provisions of this Consent, Subtenant shall vacate the Premises on such date.

3. It is understood that Landlord shall not be deemed to be a party to the foregoing Sublease or any amendments thereto, nor bound by any of the covenants or agreements thereof, and that neither the execution and delivery of this Consent, nor the receipt by Landlord of a copy of the foregoing Sublease or any amendment thereto shall be deemed to change any provision of this Consent, or to be a consent to or an approval by Landlord of any covenant or agreement contained in the foregoing Sublease or such amendment.

4. Landlord hereby expressly consents to (i) the Sublandlord Work as set forth in Section 6, (ii) Subtenant's parking rights set forth in Section 8 and (iii) Subtenant's signage rights set forth in Section 9, of this Sublease.

LANDLORD:

STEWART CHESTNUT SUNSET HILLS, LLC

By: 
Name: John Stewart
Title: Manager