

LANDLORD CONSENT TO SUBLEASE

THIS LANDLORD CONSENT TO SUBLEASE ("Consent Agreement") is entered into as of March 24, 2020, by and among PRIMI SUNSET HILLS VIRGINIA LLC, a Delaware limited liability company ("Landlord"), GUIDANCE RESIDENTIAL, LLC, a Delaware limited liability company ("Sublandlord"), and SPARKSOFT CORPORATION, a Maryland corporation ("Subtenant").

RECITALS:

WHEREAS, Landlord and Sublandlord are parties to that certain Deed of Lease, dated as of December 21, 2010, as amended by that certain First Amendment to Deed of Lease dated as of April 7, 2017 (collectively, as amended or otherwise modified, the "Lease"), pursuant to which Landlord has leased to Sublandlord that certain premises containing approximately 25,308 rentable square feet known as Suites 100 and 200 (the "Premises") of the building commonly known as Sunset Corporate Plaza I located at 11107 Sunset Hills Road, Reston, Virginia (the "Building"). Initially capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the Lease.

WHEREAS, Sublandlord and Subtenant have entered into that certain Sublease Agreement, dated February 18, 2020, and attached hereto as **Exhibit A** (the "Sublease"), pursuant to which Sublandlord has agreed to sublease to Subtenant a portion of the Premises consisting of approximately 7,445 rentable square feet located on the first (1st) floor of the Building (the "Sublet Premises").

WHEREAS, Sublandlord and Subtenant have requested Landlord's consent to the Sublease.

WHEREAS, Landlord has agreed to give such consent upon the terms and conditions contained in this Consent Agreement.

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the Sublease subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by Sublandlord and Subtenant:

1. Sublease Agreement. Sublandlord and Subtenant hereby represent that a true and complete copy of the Sublease is attached hereto and made a part hereof as **Exhibit A**, and Sublandlord and Subtenant agree that the Sublease shall not be modified without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Representations. Sublandlord hereby represents and warrants that Sublandlord (a) has full power and authority to sublease the Sublet Premises to Subtenant, (b) has not transferred or conveyed its interest in the Lease to any person or entity collaterally or otherwise, and (c) has full power and authority to enter into the Sublease and this Consent Agreement. Subtenant hereby represents and warrants that Subtenant has full power and authority to enter into the Sublease and this Consent Agreement.

3. Indemnity and Insurance. Subtenant hereby assumes, with respect to Landlord, all of the indemnity and insurance obligations of the Sublandlord under the Lease with respect to the Sublet Premises (including, without limitation, the waiver of subrogation set forth in the Lease), provided that the foregoing shall not be construed as relieving or releasing Sublandlord from any such obligations.

4. No Release. Nothing contained in the Sublease or this Consent Agreement shall be construed as relieving or releasing Sublandlord from any of its obligations under the Lease, it being expressly understood and agreed that Sublandlord shall remain liable for such obligations notwithstanding anything contained in the Sublease or this Consent Agreement or any subsequent assignment(s), sublease(s) or transfer(s) of the interest of the tenant under the Lease. Sublandlord shall be responsible for the collection of all rent due from Subtenant, and for the performance of all the other terms and conditions of the Sublease, it being understood that Landlord is not a party to the Sublease and, notwithstanding anything to the contrary contained in the Sublease or this Consent Agreement, is not bound by any terms, provisions, representations or warranties contained in the Sublease and, except as expressly set forth in the Lease, is not obligated to Sublandlord or Subtenant for any of the duties and obligations contained therein.

5. Administrative Fee. Upon Sublandlord's execution and delivery of this Consent Agreement and as a condition to Landlord's execution hereof, Sublandlord shall pay to Landlord an administrative fee equal to \$1,500 plus all other reasonable, out-of-pocket, third party expenses (including reasonable attorney's fees and accounting costs) incurred by Landlord and in consideration for Landlord's review of the Sublease and the preparation and delivery of this Consent Agreement.

6. No Transfer. Subtenant shall not further sublease the Sublet Premises, assign its interest as the Subtenant under the Sublease or otherwise transfer (directly or indirectly) its interest in the Sublet Premises or the Sublease to any person or entity without the written consent of Landlord, which consent may be granted or withheld based on the same standards, terms and conditions set forth in the Lease relative to a Transfer by Sublandlord.

7. Lease. The parties agree that the Sublease is subject and subordinate to the terms of the Lease, and all terms of the Lease, other than Sublandlord's obligation to pay Rent thereunder, are incorporated into the Sublease. In no event shall the Sublease or this Consent Agreement be construed as granting or conferring upon the Sublandlord or the Subtenant any greater rights than those contained in the Lease nor shall there be any diminution of the rights and privileges of the Landlord under the Lease, nor shall the Lease be deemed modified in any respect. Without limiting the scope of the preceding sentence, any construction or alterations performed in or to the Sublet Premises shall be performed with Landlord's prior written approval and in accordance with the terms and conditions of the Lease applicable to Alterations. It is hereby acknowledged and agreed that any provisions in the Sublease which limit the manner in which Sublandlord may amend the Lease are binding only upon Sublandlord and Subtenant as between such parties. Landlord shall not be bound in any manner by such provisions and may rely upon Sublandlord's execution of any agreements amending or terminating the Lease subsequent to the date hereof notwithstanding any contrary provisions in the Sublease.

8. Parking and Services. Any parking rights granted to Subtenant pursuant to the Sublease shall be satisfied out of the parking rights, if any, granted to Sublandlord under the Lease. Sublandlord hereby authorizes Subtenant, as agent for Sublandlord, to obtain services and materials from Landlord for or related to the Sublet Premises as provided in the Lease, and, to the extent required under the Lease, Sublandlord agrees to pay for such services and materials as additional Rent under the Lease upon written demand from Landlord. However, as a convenience to Sublandlord, Landlord may bill Subtenant directly for such services and materials, or any portion thereof, in which event Subtenant shall pay for the services and materials so billed upon written demand, provided that such billing shall not relieve Sublandlord from its primary obligation to pay for such services and materials. Sublandlord hereby consents to such direct billings and confirms its responsibility therefor in the event Subtenant fails to pay as required herein.

9. Attornment. If the Lease or Sublandlord's right to possession thereunder terminates for any reason prior to expiration of the Sublease, Subtenant agrees, at the written election of Landlord, to attorn to Landlord upon the then executory terms and conditions of the Sublease for the remainder of the term of the Sublease. In the event of any such election by Landlord, Landlord will not be (a) liable for any rent paid by Subtenant to Sublandlord more than one month in advance, or any security deposit paid by Subtenant to Sublandlord, unless same has been transferred to Landlord by Sublandlord; (b) liable for any act or omission of Sublandlord under the Lease, Sublease or any other agreement between Sublandlord and Subtenant or for any default of Sublandlord under any such documents which occurred or accrued prior to the effective date of the attornment; (c) subject to any defenses or offsets that Subtenant may have against Sublandlord which arose or accrued prior to the effective date of the attornment; (d) bound by any changes or modifications made to the Sublease without the written consent of Landlord; (e) obligated in any manner with respect to the transfer, delivery, use or condition of any furniture, equipment or other personal property in the Sublet Premises which Sublandlord agreed would be transferred to Subtenant or which Sublandlord agreed could be used by the Subtenant during the term of the Sublease; or (f) liable for the payment of any brokerage commission, improvement allowance, or any other payment, credit, offset or amount due from Sublandlord to Subtenant under the Sublease. If Landlord does not elect to have Subtenant attorn to Landlord as described above, the Sublease and all rights of Subtenant in the Sublet Premises shall terminate upon the date of termination of the Lease or Sublandlord's right to possession thereunder. The terms of this Section 9 supersede any contrary provisions in the Sublease.

10. Payments Under the Sublease. If at any time Sublandlord is in default under the terms of the Lease, Landlord shall have the right to contact Subtenant, through written notice, and require Subtenant to pay all rent due under the Sublease directly to Landlord ("Subtenant Direct Payment") until such time as Sublandlord has cured such default. Subtenant agrees to pay such sums directly to Landlord if requested by Landlord, and Sublandlord hereby consents to such direct payments and agrees that any such sums paid by Subtenant shall be deemed applied against any sums owed by Subtenant under the Sublease. Any such sums received by Landlord from Subtenant shall be received by Landlord on behalf of Sublandlord and shall be applied by Landlord to any sums past due under the Lease, in such order of priority as required under the Lease or, if the Lease is silent in such regard, then in such order of priority as Landlord deems appropriate. The receipt of such funds by Landlord shall in no manner be

deemed to create a direct lease or sublease between Landlord and Subtenant. If Subtenant fails to deliver its Sublease payments directly to Landlord as required herein following receipt of written notice from Landlord as described above, then Landlord shall have the right to remove any signage of Subtenant, at Subtenant's cost, located outside the Premises or in the Building lobby or elsewhere in the Building and to pursue any other rights or remedies available to Landlord at law or in equity. Sublandlord agrees to release from liability and hold Landlord and Subtenant harmless with respect to any Subtenant Direct Payment sent by Subtenant directly to Landlord after receipt of written notice from Landlord as provided above. Subtenant shall not be responsible to Landlord for any payments sent to Sublandlord prior to receipt of Landlord's written notice for Subtenant Direct Payment as provided above.

11. Authority. Each party to this Consent Agreement represents hereby that its respective signatory has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

12. Notice. All notices to be given by one party to another under this Consent Agreement shall be in writing and shall be sent in accordance with the terms of the Lease.

Sublandlord confirms its current notice address is as follows:

Guidance Residential, LLC
11107 Sunset Hills Road, Suite 200
Reston, Virginia 20190
Attention: Heidi Partida

Subtenant's notice address shall be as follows:

Sparksoft Corporation
6350 Stevens Forest Road, Suite 200
Columbia, Maryland 21046
Attention: Mike Finkel

13. Counterparts. This Consent Agreement may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

14. Electronic Signatures. Signatures to this Consent Agreement transmitted by telecopy or by e-mail transmittal of pdf files or similar electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Consent Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Consent Agreement, it being expressly agreed that each party to this Consent Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other party to this Consent Agreement.

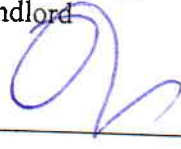
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IN WITNESS WHEREOF, Landlord, Sublandlord and Subtenant have executed this Consent Agreement as of the date first set forth above.

LANDLORD:


PRII SUNSET HILLS VIRGINIA LLC,
a Delaware limited liability company

By: Penzance Management LLC, a Delaware limited liability company, property management agent for Landlord

By: 
Name: _____
Its: Michael Lefkowitz
Authorized Signatory

SUBLANDLORD:

GUIDANCE RESIDENTIAL, LLC, a Delaware limited liability company

By: 
Name: Heidi Partida
Title: SVP, HR & Administration

SUBTENANT:

SPARKSOFT CORPORATION, a Maryland corporation

By: Michael Finkel Digitally signed by Michael Finkel
Date: 2020.03.27 09:45:00 -04'00'
Name: _____
Title: _____

EXHIBIT A
COPY OF SUBLEASE

(see attached)