**FOURTH AMENDMENT TO DEED OF LEASE**

**THIS FOURTH AMENDMENT TO DEED OF LEASE** (this “Fourth Amendment”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2023 (the “Effective Date”), by and between **SIP/CREF 6849 OLD DOMINION, LLC**, a Delaware limited liability company (“Landlord”), successor-in-interest to JBG/Old Dominion Office, L.L.C., and **ORBIS OPERATIONS, LLC**, a Delaware limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Deed of Lease dated September 16, 2010 (the “Original Lease”), as amended by that First Amendment to Deed of Lease dated September 26, 2013 (the “First Amendment”), that Second Amendment to Deed of Lease dated September 6, 2018 (the “Second Amendment”), and that Third Amendment to Deed of Lease dated August 4, 2020 (the “Third Amendment” and collectively with the Original Lease, First Amendment, and Second Amendment, the “Existing Lease”), pursuant to which Tenant leases from Landlord certain premises consisting of 4,016 rentable square feet of space and designated as Suite 370 on the third (3rd) floor (the “Premises”) of that building having an address of 6849 Old Dominion Drive, McLean, Virginia (the “Building”), as more particularly described in the Existing Lease;

WHEREAS, pursuant to Section 6 of the Third Amendment, Tenant exercised Tenant’s Special Cancel Right by delivering written notice thereof to Landlord on or about March 29, 2023 (“Tenant’s Vacate Notice”), thereby terminating the Existing Lease effective December 31, 2023 (the “Original Vacate Date”);

WHEREAS, Tenant has requested, and Landlord has agreed to permit Tenant, to extend the Original Vacate Date to January 31, 2024; and

WHEREAS, the parties desire to confirm in writing the terms and conditions of the postponement of the Vacate Date and make certain other modifications to the Existing Lease, as more particularly set forth herein.

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

1. Recitals; Capitalized Terms. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Fourth Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Existing Lease unless the context clearly requires otherwise. As used herein and in the Existing Lease, the term “Lease” shall mean the Existing Lease, as amended by this Fourth Amendment.
2. Vacate Date.
   1. Notwithstanding anything to the contrary contained in Section 6 of the Third Amendment or Tenant’s Vacate Notice, the Original Vacate Date is hereby extended so that the Lease will terminate on January 31, 2024 (the “Revised Vacate Date”; and the period from the Original Vacate Date through the Revised Vacate Date is hereafter referred to as the “Vacate Date Extension Period”). Tenant shall have no further right or option to extend the Original Vacate Date beyond the Revised Vacate Date.
   2. All terms and conditions of the Lease in effect on the Original Vacate Date (including, without limitation, Tenant’s obligation to pay Base Rent, Tenant’s Share of Increased Operating Expenses, Tenant’s Share of Increased Real Estate Tax Expenses and all other Additional Rent payable under the Lease), will remain in full force and effect through and including the Revised Vacate Date. Tenant shall surrender the Premises on or before the Revised Vacate Date in accordance with Section 6 of the Third Amendment.
   3. All references in the Existing Lease, as amended by this Fourth Amendment, to the “Vacate Date” shall mean the Revised Vacate Date.
3. Ratification. Except as expressly modified by this Fourth Amendment, all terms and provisions of the Existing Lease shall remain in full force and effect.
4. Execution; Counterparts and Electronic Signatures. This Fourth Amendment may be executed in two or more counterpart copies and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. In addition, the parties further acknowledge and agree that this Fourth Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Fourth Amendment using electronic signature technology, by clicking “SIGN”, such party is signing this Fourth Amendment electronically, and (2) the electronic signatures appearing on this Fourth Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.
5. Successors; Governing Law. This Fourth Amendment shall be (a) binding upon and inure to the benefit of the parties hereto, their respective legal representatives, and their permitted successors and assigns, and (b) governed by and construed in accordance with the laws of the Commonwealth of Virginia.
6. Due Authority. Landlord and Tenant represent and warrant to each other that the person signing this Fourth Amendment on its behalf has the requisite authority and power to execute this Fourth Amendment and to thereby bind the party on whose behalf it is being signed.
7. Tenant Certification. Tenant certifies to Landlord that the Lease is in full force and effect, that to Tenant’s actual knowledge Landlord is not in default or breach of any of Landlord’s obligations under the Lease, and that Tenant is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, would constitute an event of default under the Lease.
8. Entire Agreement. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Fourth Amendment, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Fourth Amendment. All understandings and agreements heretofore made between the parties pertaining to the Lease and this Fourth Amendment are merged into this Fourth Amendment which alone fully and completely expresses the agreement of the parties, neither party relying upon any statement or representation not embodied in this Fourth Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fourth Amendment to Deed of Lease as of the day and year first hereinabove written.

**WITNESS: LANDLORD:**

**SIP / CREF 6849 OLD DOMINION** **LLC,**

a Delaware limited liability company

By: SIP 6849 OLD DOMINION LLC

a Maryland limited liability company,

its Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Name: John H. Stewart, Manager

**WITNESS**: **TENANT**:

**ORBIS OPERATIONS, LLC,**

a Delaware limited liability company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_