

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	X	
	:	
In re:	:	Chapter 11
	:	
OFFICE PROPERTIES INCOME TRUST, <i>et al.</i> ,	:	Case No. 25-90530 (CML)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**NOTICE OF FILING OF FIRST PLAN SUPPLEMENT TO THE
THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF OFFICE PROPERTIES INCOME TRUST AND ITS DEBTOR AFFILIATES**

As contemplated by the *Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtor Affiliates* [Docket No. 1174] (as may be further amended, supplemented, or modified from time to time, the “**Plan**”),² the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby file certain of the documents (the “**Plan Supplement Documents**”) comprising the supplement to the Plan (the “**Plan Supplement**”) as the exhibits attached to this notice.

The Plan Supplement includes the following exhibits (each as may be amended, modified, or supplemented from time to time):

Exhibit	Plan Supplement Document
A	Secured Exit Notes Documents
B	New Warrants Documents
C	Directors and Officers of Reorganized Debtors
D	Schedule of Assumed Executory Contracts and Unexpired Leases
E	Schedule of Rejected Executory Contracts and Unexpired Leases
F	Schedule of Retained Causes of Action
G	Amended RMR Management Agreements (Term Sheet)
H	Mortgage Debt Guarantee Settlement Agreements

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/OPI>. The Debtors’ mailing address is Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458-1634.

² Capitalized terms used but not otherwise defined herein shall have their meanings given to them in the Plan.

Exhibit	Plan Supplement Document
H-1	Form of Waiver Agreement for Clay Ave Waco LLC and Primerica Pkwy GA LLC
H-2	Form of Reinstatement Agreement for 3300 75th Avenue LLC

The Debtors will file the remaining Plan Supplement Documents under separate notices.

The Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents and designations contained in this Plan Supplement are integral to, and considered part of, the Plan. The Plan Supplement has not yet been approved by the Court. If the Plan is confirmed, the Plan Supplement will also be approved by the Court pursuant to the order confirming the Plan.

The Plan Supplement Documents attached hereto are not final and remain subject to (a) further review, negotiation, and modifications, and (b) final documentation in a manner consistent with the Plan. **Subject to the terms and conditions of the Plan and the consent and/or consultation rights thereunder, the Debtors reserve the right to alter, modify, or supplement any document that is part of, or add any document to, the Plan Supplement through the Effective Date of the Plan or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court, in accordance with the terms of the Plan.** To the extent that the Debtors make any material amendment or modification to any documents that are part of the Plan Supplement (each, a “*Revised Plan Supplement Document*”) prior to the Confirmation Hearing, the Debtors shall file with the Court a blackline comparing the Revised Plan Supplement Document against the relevant Plan Supplement Document attached hereto for the convenience of the Court and all parties in interest. None of the information contained herein or in any Revised Plan Supplement Document shall be deemed final or binding on the Debtors or any other party prior to the Effective Date of the Plan.

The Plan Supplement, the Plan, the Disclosure Statement, and related materials can be obtained free of charge at the Debtors’ public restructuring website maintained by the Debtors’ claims, balloting, and noticing agent, Kroll Restructuring Administration LLC, in connection with the Chapter 11 Cases: <https://restructuring.ra.kroll.com/OPI> or by contacting the Notice and Claims Agent at +1 (877) 418-2778 (U.S. / Canada, toll-free) or +1 (646) 825-3871 (International, toll) or by submitting an inquiry to OPIinfo@ra.kroll.com. In addition, such documents are available for a fee on the Court’s electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

Any objections to confirmation of the Plan must be filed on or before **April 15, 2026, at 4:00 p.m. (prevailing Central Time)**. Any objections to confirmation of the Plan must be: (a) in writing; (b) filed with the Clerk of the Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the estate or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules and Bankruptcy Local Rules. Objections not timely filed and served in the manner set forth herein may not be considered by the Court and may be overruled without further notice.

A hearing to consider confirmation of the Plan will be held on **April 22, 2026, at 9:00 a.m. (prevailing Central Time)** before the Honorable Christopher Lopez, United States Bankruptcy Judge, in Courtroom 402 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk, Houston, Texas 77002. In the event of a timely filed objection that is not settled by the parties, the Court shall hear such objection at the Confirmation Hearing. **The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN, OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT THE NUMBER OR EMAIL ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE NOTICE AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.

Dated: April 8, 2026
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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*Attorneys for the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on April 8, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

EXHIBIT A

Secured Exit Notes Documents

[OFFICE PROPERTIES INCOME TRUST]

THE SUBSIDIARY GUARANTORS NAMED HEREIN

and

[●],

as Trustee and Collateral Agent

Dated as of [●], 2026

\$420,000,000 10.000% Senior Secured Notes due 2031

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Appendix

Appendix A – Provisions Relating to the Notes

Exhibits

Exhibit A – Form of Note

Exhibit B – Form of Transferee Letter of Representation

Exhibit C – Form of Supplemental Indenture

Exhibit D – Form of Mortgage

Schedules

Schedule A – First Lien Collateral Properties

Schedule B – Credit Facility Properties

INDENTURE, dated as of [●], 2026, among [Office Properties Income Trust], a real estate investment trust organized and existing under the laws of the State of Maryland (the “**Company**”) having its principal office at [Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458], the other entities (other than the Trustee (as defined below)) listed on the signature pages hereto (the “**Initial Subsidiary Guarantors**”) and [●], a national banking organization organized and existing under the laws of the United States, as Trustee (in such role, the “**Trustee**”) and Collateral Agent (in such role, “**Collateral Agent**”).

RECITALS

WHEREAS, the Company has duly authorized the creation and issuance of \$420,000,000 aggregate principal amount of 10.000% Senior Secured Notes due 2031; and

WHEREAS, the Company and the Initial Subsidiary Guarantors have duly authorized the execution and delivery of this Indenture (as defined herein).

NOW, THEREFORE, THIS INDENTURE WITNESSETH for and in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (b) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;
- (c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with United States generally accepted accounting principles;
- (d) unless otherwise specifically set forth herein, all calculations or determinations of a Person shall be performed or made on a consolidated basis in accordance with generally accepted accounting principles;
- (e) unless the context otherwise requires, any reference to an “Article” or a “Section” refers to an Article or a Section, as the case may be, of this Indenture; and
- (f) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

“Acceptable Junior Intercreditor Agreement” means a senior priority/junior priority intercreditor agreement with (together with other relevant Persons) the lender(s) (or any collateral agent and/or other authorized representative with respect thereto) with respect to any Debt which is by its terms secured by Permitted Junior Liens, which intercreditor agreement shall provide for the subordination of such Permitted Junior Liens to the Liens securing the Notes and the related Guarantees on terms that are substantially similar to the provisions of the Credit Facility First Lien/Second Lien Intercreditor Agreement (except with the Notes and the related Guarantees treated as the senior Debt) and otherwise reasonably customary for intercreditor arrangements of such type (as determined in good faith by the Company).

“Acceptable Pari Passu Intercreditor Agreement” means a pari passu intercreditor agreement with (together with other relevant Persons) the lender(s) (or any collateral agent and/or other authorized representative with respect thereto) with respect to any Debt which is by its terms secured by Permitted Pari Passu Liens, which intercreditor agreement shall provide for the equal ranking of such Permitted Pari Passu Liens to the Liens securing the Notes and the related Guarantees on terms that are substantially similar to the terms of the Pari Passu Intercreditor Agreement or otherwise on terms that are reasonably customary for intercreditor arrangements of such type (as determined in good faith by the Company).

“Acceptable Senior Intercreditor Agreement” means a senior priority/junior priority intercreditor agreement with (together with other relevant Persons) the lender(s) (or any collateral agent and/or other authorized representative with respect thereto) with respect to any Credit Facility, which intercreditor agreement shall (i) provide for the subordination of the Liens securing the Notes and the related Guarantees on some or all of the Second Lien Collateral to the Liens securing such Credit Facility and (ii) grant to the holders of the Notes and the related Guarantees only a residual interest in any remaining value of such Second Lien Collateral following repayment in full of all obligations and the termination of all commitments under such Credit Facility, in each case on terms that are substantially similar to the terms of the Credit Facility First Lien/Second Lien Intercreditor Agreement and otherwise reasonably customary for intercreditor arrangements of such type (as determined in good faith by the Company).

“Acquired Debt” means Debt of a Person (i) existing at the time such Person becomes a Subsidiary or (ii) assumed in connection with the acquisition of assets from such Person, in each case, other than Debt incurred in connection with, or in contemplation of, such Person becoming a Subsidiary or such acquisition. Acquired Debt is deemed to be incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Subsidiary.

“Act,” when used with respect to any Holder, has the meaning specified in Section 1.04.

“Adjusted Total Assets” has the meaning provided in Section 10.07(a).

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Affiliated Debt Fund” means any Affiliate of a Permitted Holder that that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, notes, bonds and similar extensions of credit or securities in the ordinary course, so long as (i) any such Affiliated Lender is managed as to day-to-day matters (but excluding, for the avoidance of doubt, as to strategic direction and similar matters) independently from such Permitted Holder, as applicable, and any Affiliate of such Permitted Holder, as applicable, that is not primarily engaged in the investing activities described above, (ii) any such Affiliate has in place customary information screens between it and such Permitted Holder, as applicable, and any Affiliate of such Permitted Holder, as applicable, that is not primarily engaged in the investing activities described above, and (iii) none of the Company or any of its Subsidiaries directs or causes the direction of the investment policies of such entity.

“Annual Debt Service” as of any date means the maximum amount which is expensed in any 12-month period for interest on Debt of the Company and its Subsidiaries, excluding amortization of debt discounts and deferred financing costs.

“Authenticating Agent” means any Person authorized by the Trustee pursuant to Section 6.14 to act on behalf of the Trustee to authenticate the Notes.

“Authorized Newspaper” means a newspaper, in the English language or in an official language of the country of publication, customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays, and of general circulation in each place in connection with which the term is used or in the financial community of each such place. Where successive publications are required to be made in Authorized Newspapers, the successive publications may be made in the same or in different newspapers in the same city meeting the foregoing requirements and in each case on any Business Day.

“Bankruptcy Law” means Title 11, United States Bankruptcy Code of 1978, as amended, or any similar United States federal or state law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law.

“Board” means either the board of trustees of the Company or any duly authorized committee of that board.

“Board Resolution” means a copy of a resolution certified by a Secretary or Assistant Secretary of the Company to have been duly adopted by the Board and to be in full force and effect on the date of such certification, and delivered to the Trustee.

“Business Day,” when used with respect to any Place of Payment, means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or executive order to close.

“Capital Stock” means, with respect to any Person, any capital stock (including preferred stock), shares, interests, participation or other ownership interests (however designated, whether voting or non-voting) of such Person and any rights (other than debt securities convertible into or exchangeable for capital stock), warrants or options to purchase any thereof.

“Cash Equivalents” means:

- (1) U.S. dollars;
- (2) securities issued or directly and fully and unconditionally guaranteed or insured by the United States of America or any agency or instrumentality thereof;
- (3) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$100.0 million;
- (4) commercial paper or other obligation rated, at time of purchase, at least “P-2” (or its equivalent) or better by Moody’s or “A-2” (or its equivalent) or better by S&P;
- (5) marketable short-term money market and similar securities having a rating of at least “P-2” (or its equivalent) or better by Moody’s or “A-2” (or its equivalent) or better by S&P;
- (6) securities issued or directly and fully and unconditionally guaranteed by any state, commonwealth or territory of the United States or any political subdivision or taxing authority of any such state, commonwealth or territory or any public instrumentality thereof rated, at time of purchase, at least “Baa3” (or the equivalent) by Moody’s, “BBB-” (or the equivalent) by S&P;
- (7) repurchase obligations for underlying securities of the types described in clauses (2), (3) or (6) entered into with any financial institution meeting the qualifications specified in clause (3) above;
- (8) Investments with average maturities of 24 months or less from the date of acquisition in money market funds rated, at time of purchase, “AAA-” (or the equivalent thereof) or better by S&P or “Aaa3” (or the equivalent thereof) or better by Moody’s; and
- (9) investment funds investing 90% of their assets in securities of the types described in clauses (1) through (8) above.

“CMBS Assets” means any Property or any accounts receivable, revenue stream and other similar rights to payment with respect to such Property and any other assets related thereto as well as any other assets and property to the extent capable of being included in securitization transactions of the relevant type (as reasonably determined by the Company, which determination shall be conclusive) subject to a CMBS Facility that are customarily sold or pledged in connection with mortgage-back securitization transactions and the proceeds thereof.

“CMBS Facility” means any of one or more mortgage-back securitization financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Company or any of its Subsidiaries (other than a CMBS Subsidiary), pursuant to which a CMBS Subsidiary sells or grants a security interest in CMBS Assets that are customarily sold or pledged in connection with mortgage-back securitization transactions to either.

“CMBS Subsidiary” means any Subsidiary that solely engages only in one or more CMBS Facilities and other activities reasonably related or incidental thereto.

“Collateral” means all of the Collateral Property and the Pledged Collateral, in each case, pledged as collateral to secure the Notes Obligations pursuant to the terms of the Security Documents.

“Collateral Asset Sale” means the sale, lease, conveyance, transfer, investment or other disposition (including any net lease or sale-leaseback of an entire real property (including the improvements thereon)) of any assets constituting Collateral; but expressly excluding the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and the Subsidiary Guarantors taken as a whole (which is governed by Section 8.01).

Notwithstanding the preceding provisions, none of the following will be deemed to be a Collateral Asset Sale:

- (i) a sale, lease, conveyance or other disposition of assets constituting Collateral between or among (x) the Company or any Subsidiary Guarantor and any other Subsidiary Guarantor or the Company, and (y) the Company or any Subsidiary Guarantor and any other Subsidiary or entity; *provided* that any such sale, lease, conveyance or other disposition is made subject to any Mortgage securing such Collateral and in the case of this clause (y), concurrently with such sale, lease, conveyance or other disposition, such Subsidiary or entity becomes a Subsidiary Guarantor and expressly assumes all obligations as a Subsidiary Guarantor under the Note Documents pursuant to a supplemental indenture or other documents or instruments in a form reasonably satisfactory to the Trustee;
- (ii) any transfer, assignment or other disposition deemed to occur in connection with the creation or granting of Liens not prohibited by Section 10.09;
- (iii) sales, leases, conveyances or other dispositions of property or assets constituting Collateral subject to foreclosure proceedings, an Event of Loss or a surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind with respect to the Collateral;
- (iv) leasing, subleasing, licensing, or sublicensing assets and easements in the ordinary course of business;
- (v) dispositions and/or termination of leases, subleases, licenses or sublicenses;
- (vi) expirations of any option agreement in respect of real or personal property;
- (vii) any lease, sublease, license, sublicense, easement, space lease, right to use or occupy, or other right to operate or conduct business or any other similar arrangement of any kind in the ordinary course of business (including, for the avoidance of doubt, the amendment or recast of any of the foregoing in effect on the Issue Date);
- (viii) any disposition or series of related dispositions of personal (but, for the avoidance of doubt, not real) property in the ordinary course of business consistent with

past practice for aggregate consideration in any single transaction or series of related transactions of not greater than \$[500,000];

(ix) the abandonment or other disposition of any patent, trademark or other intellectual property or application that is, in the good faith determination of the Company, no longer economically reasonable to maintain or useful in the conduct of the business of the Company and its Subsidiaries, taken as a whole;

(x) any license, sublicense or other grant of rights in or to any trademark, copyright, patent or other intellectual property; and

(xi) any disposition of CMBS Assets in connection with any Permitted CMBS Debt.

“Collateral Property” means any First Lien Collateral Property or Credit Facility Property.

“Commission” means the Securities and Exchange Commission.

“Company” means the Person named as the “Company” in the first paragraph of this Indenture until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Company” shall mean such successor Person.

“Company Request” or **“Company Order”** means a written request or order signed in the name of the Company by a managing trustee, its Chief Executive Officer, its Chief Operating Officer, its Chief Financial Officer, its President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Controller, its Secretary or an Assistant Secretary, and delivered to the Trustee.

“Consolidated Income Available for Debt Service” for any period means Earnings from Operations of the Company and its Subsidiaries plus amounts which have been deducted, and minus amounts which have been added, for the following (without duplication):

- (i) interest on Debt of the Company and its Subsidiaries,
- (ii) provision for taxes of the Company and its Subsidiaries based on income,
- (iii) amortization of debt premium/discount and deferred debt issuance costs,
- (iv) provisions for gains and losses on properties and property depreciation and amortization,
- (v) the effect of any noncash charge resulting from a change in accounting principles in determining Earnings from Operations for such period and
- (vi) amortization of deferred charges.

“Corporate Trust Office” means the principal office of the Trustee at which at any particular time its corporate trust business shall be administered, which on the date hereof is located at [●].

“corporation” means a corporation, association, partnership, limited liability, joint-stock or other company, real estate investment trust or business trust.

“Covenant Defeasance” has the meaning specified in Section 13.03.

“Credit Facility” means the credit facilities under, collectively,

(i) the Credit Agreement, dated as of [●], 2026, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Debt under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof, among [OPI WF Borrower LLC, OPI WF Holding LLC, the Company], the guarantors named therein, the financial institutions named therein, and [●], as administrative agent (the **“Credit Agreement”**) and/or

(ii) whether or not the agreements referred to in clause (i) remain outstanding, if designated by the Company to be included in the definition of **“Credit Facility,”** one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans or letters of credit, (B) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers’ acceptances), and/or (C) instruments or agreements evidencing any other Debt, in each case, with the same or different borrowers, guarantors or issuers or lenders or group of lenders, and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time.

“Credit Facility First Lien/Second Lien Intercreditor Agreement” means that certain Subordination and Intercreditor Agreement, dated as of [●], 2026, by and among the Trustee, [●], the Company and certain other Subsidiaries of the Company from time to time party thereto.

“Credit Facility Properties” means the fee-owned real properties identified on Schedule B.

“Credit Facility Property Release” has the meaning specified in Section 14.04(d).

“Custodian” means any receiver, trustee, assignee, liquidator or other similar official under any Bankruptcy Law.

“Debt” of the Company or any Subsidiary means, without duplication, any indebtedness of the Company or any Subsidiary, whether or not contingent, in respect of:

(i) borrowed money or evidenced by bonds, notes, debentures or similar instruments;

(ii) borrowed money secured by any Lien existing on property owned by the Company or any Subsidiary, to the extent of the lesser of (x) the amount of indebtedness so secured and (y) the Fair Market Value of the property subject to such Lien;

(iii) the reimbursement obligations, contingent or otherwise, in connection with any letters of credit actually issued (other than letters of credit issued to provide credit enhancement or support with respect to other indebtedness of the Company or any Subsidiary otherwise reflected as Debt hereunder) or amounts representing the balance deferred and unpaid of the purchase price of any property or services, except any such balance that constitutes an accrued expense or trade payable, or all conditional sale obligations or obligations under any title retention agreement;

(iv) the principal amount of all obligations of the Company or any Subsidiary with respect to redemption, repayment or other repurchase of any Disqualified Stock; or

(v) any lease of property by the Company or any Subsidiary as lessee which is reflected on the Company's consolidated balance sheet as a capitalized lease in accordance with generally accepted accounting principles,

to the extent, in the case of items of indebtedness under (i) through (v) above, that any such items (other than letters of credit) would be properly classified as a liability on the Company's consolidated balance sheet in accordance with generally accepted accounting principles. Debt (1) excludes any indebtedness (A) with respect to which a defeasance or covenant defeasance or discharge has been effected (or an irrevocable deposit is made with a trustee in an amount at least equal to the outstanding principal amount of such indebtedness, the remaining scheduled payments of interest thereon to, but not including, the applicable maturity date or redemption date, and any premium or otherwise as provided in the terms of such indebtedness) in accordance with the terms thereof or which has been repurchased, retired, repaid, redeemed, irrevocably called for redemption (and an irrevocable deposit is made with a trustee in an amount at least equal to the outstanding principal amount of such indebtedness, the remaining scheduled payments of interest thereon to, but not including, such redemption date, and any premium) or otherwise satisfied or (B) that is secured by cash or Cash Equivalents irrevocably deposited with a trustee in an amount, in the case of this clause (B), at least equal to the outstanding principal amount of such indebtedness and the remaining scheduled payments of interest thereon and (2) includes, to the extent not otherwise included, any obligation by the Company or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), Debt of another Person (other than the Company or any Subsidiary) (it being understood that Debt shall be deemed to be incurred by the Company or any Subsidiary whenever the Company or such Subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof).

"Defaulted Interest" has the meaning specified in Section 3.07.

"Defeasance" has the meaning specified in Section 13.02.

“Depository” means, with respect to Notes issuable in whole or in part in the form of one or more Global Notes, a clearing agency registered under the Exchange Act that is designated to act as Depository for such Notes as contemplated by the Indenture. The Depository shall initially be The Depository Trust Company, its nominees and their respective successors.

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which by the terms of such Capital Stock (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), upon the happening of any event or otherwise,

(i) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than Capital Stock which is redeemable solely in exchange for Capital Stock which is not Disqualified Stock or for Subordinated Debt),

(ii) is convertible into or exchangeable or exercisable for Debt (other than Subordinated Debt or Disqualified Stock), or

(iii) is redeemable at the option of the holder thereof, in whole or in part (other than Capital Stock which is redeemable solely in exchange for Capital Stock which is not Disqualified Stock or for Subordinated Debt), in each case on or prior to the Stated Maturity of the principal of the Notes.

“Earnings from Operations” for any period means

(i) net earnings, excluding

(1) gains and losses on sales of investments,

(2) extraordinary items,

(3) gains and losses on early extinguishment of debt,

(4) property valuation losses, and

(5) equity in the earnings and losses of Equity Method Investments, *plus*

(ii) to the extent not included in net earnings, cash distributions received by the Company or its Subsidiaries from Equity Method Investments, in each case as reflected in the financial statements of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with generally accepted accounting principles.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“Equity Method Investments” means equity securities that at the time of determination:

(i) are part of a class of equity securities that is traded on a national or regional securities exchange or a recognized over-the-counter market;

(ii) are issued by an entity (a) to which the Company's manager at such time or an Affiliate of the Company's manager at such time provides management services, (b) that operates in a manner intended to qualify such entity for taxation as a "real estate investment trust" under Sections 856 to 860 of the Internal Revenue Code of 1986, as amended, and (c) that is not a consolidated Subsidiary of the Company; and

(iii) are or in any prior period were accounted for in the consolidated financial statements of the Company using the equity method of accounting.

"Event of Default" has the meaning specified in Section 5.01.

"Event of Loss" means with respect to the Collateral any (i) casualty, loss, damage, destruction or other similar loss, (ii) condemnation, taking or seizure by a governmental authority of assets or property, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, by reason of any public improvement or condemnation or (iii) settlement in lieu of clause (ii) above.

"Event of Loss Redemption" has the meaning specified in Section 10.11(c).

"Exchange Act" means the Securities Exchange Act of 1934 and any statute successor thereto, in each case as amended from time to time.

"Expiration Date" has the meaning specified in Section 1.04.

"Fair Market Value" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined by the Company in good faith.

"Fair Value" means, for an Equity Method Investment, the lower of: (i) the original cost of such investment; or (ii) last reported sale price on the exchange or market on which the class of equity securities of which the investment is a part is primarily traded at the time of valuation.

"First Lien Collateral" means all of the First Lien Collateral Properties and the First Lien Pledged Collateral, in each case, pledged as collateral to secure the Notes Obligations pursuant to the terms of the Security Documents.

"First Lien Collateral Asset Sale Redemption" has the meaning specified in Section 10.11(b).

"First Lien Collateral Properties" means the fee-owned real properties identified on Schedule A.

"First Lien Collateral Property Release" has the meaning specified in Section 14.04(c).

"First Lien Pledged Collateral" has the meaning specified in the Pledge Agreement.

“Funded Debt” means indebtedness for borrowed money or any obligation to be liable for, or to pay, as obligor, guarantor or otherwise such indebtedness.

“generally accepted accounting principles” means, solely for purposes of determining compliance with any provision of Sections 10.07 and 10.08 which requires the calculation of any financial ratio or percentage, generally accepted accounting principles in the United States of America, which were in effect on July 20, 2017. For all other purposes, “generally accepted accounting principles” means generally accepted accounting principles in the United States of America in effect from time to time.

“Government Obligations” has the meaning specified in Section 13.04(a).

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity (including, without limitation, the Federal Deposit Insurance Corporation, the Comptroller of the Currency or the Federal Reserve Board, any central bank or any comparable authority) or any arbitrator with authority to bind a party at law.

“Guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any indebtedness of any other Person or any obligation, direct or indirect, contingent or otherwise, of such Person:

(i) to purchase or pay (or advance or supply funds for the purchase or payment of) such indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(ii) entered into for purposes of assuring in any other manner the obligee of such indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however*, that the term “Guarantee” will not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“Holder” means a Person in whose name a Note is registered in the Security Register; *provided* that solely for purposes of the third paragraph of Section 1.04, “Holder” shall include the “beneficial owner” of an interest in a Note.

“Indenture” means this indenture as may be amended, restated, supplemented, modified, renewed, refunded, increased, extended, replaced in any manner (whether upon or after termination or otherwise) or refinanced in whole or in part from time to time.

“Initial Default” has the meaning specified in Section 5.02.

“Intercreditor Agreements” means the Credit Facility First Lien/Second Lien Intercreditor Agreement, the Pari Passu Intercreditor Agreement, any Acceptable Junior

Intercreditor Agreement, any Acceptable Senior Intercreditor Agreement and/or any Acceptable Pari Passu Intercreditor Agreement.

“Interest Payment Date” has the meaning specified in Section 2.01(a).

“Issue Date” means [●], 2026.

“Joint Venture Interests” means assets of the Company and its Subsidiaries constituting an equity investment in real estate assets or other properties, or in an entity holding real estate assets or other properties, jointly owned by the Company and its Subsidiaries, on the one hand, and one or more other Persons not constituting Affiliates of the Company, on the other, excluding any entity or properties (i) which is a Subsidiary or are properties if the co-ownership thereof (if in a separate entity) would constitute or would have constituted a Subsidiary, or (ii) to which, at the time of determination, the Company’s manager at such time or an Affiliate of the Company’s manager at such time provides management services. In no event shall Joint Venture Interests include equity securities that are part of a class of equity securities that are traded on a national or regional securities exchange or a recognized over-the-counter market or any investments in debt securities, mortgages or other Debt or Equity Method Investments.

“Latest Completed Fiscal Quarter” has the meaning specified in Section 10.07(a)(i).

“Lien” means, with respect to any asset, any mortgage, lien, charge, pledge, security interest or other encumbrance of any kind.

“Material Adverse Effect” means any event, circumstance or condition that has had, or could reasonably be expected to have, a material adverse effect on (a) the business, assets, liabilities, results of operations or financial condition of the Company and the Subsidiary Guarantors, taken as a whole, (b) the ability of the Company and the Subsidiary Guarantors, taken as a whole, to perform their payment obligations under this Indenture or (c) the rights and remedies of the Holders.

“Maturity,” when used with respect to the Notes, means the date on which the principal of such Notes or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise, but shall not include any date on which the payment of principal of such security is due and payable as a result of any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

“Moody’s” means Moody’s Investors Service, Inc. or any successor thereof.

“Mortgage” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Collateral Agent, for the benefit of the Collateral Agent and the Trustee and the Holders of the Notes, on any Collateral Property substantially in the form of the mortgage attached hereto as Exhibit D or such other form sufficient to convey or evidence a Lien in favor of the Collateral Agent, for the benefit of the Collateral Agent and the Trustee and the Holders of the Notes, on any Collateral Property (in each case, as determined in good faith by the Company).

“Net Proceeds” means, with respect to any Collateral Asset Sale or Event of Loss, the cash proceeds (including Cash Equivalents and cash proceeds subsequently received (as and when received) in respect of non-cash consideration initially received), net of:

(i) selling costs and out-of-pocket expenses (including reasonable broker’s fees or commissions, legal fees, transfer and similar taxes and the Company’s good-faith estimate of any income (however, denominated), gross receipts, and franchise or similar taxes paid or payable by the Company or a Subsidiary Guarantor or any of their respective Subsidiaries or joint ventures (including pursuant to tax sharing arrangements or any tax distributions) in connection with such sale, lease, conveyance or other disposition),

(ii) amounts provided as a reserve in accordance with generally accepted accounting principles against any liabilities under any indemnification obligation or purchase price adjustment associated with such Collateral Asset Sale or Event of Loss (provided that to the extent and at the time any such amounts are released from such reserve (other than in connection with a payment in respect of such liability), such amounts shall constitute Net Proceeds),

(iii) the principal amount, premium or penalty, if any, interest and other amounts on any Debt (other than the Notes) which is secured by the asset sold in such Collateral Asset Sale or subject to the Event of Loss and which is required to be repaid or otherwise comes due as a result of such Collateral Asset Sale or Event of Loss and is repaid (other than (x) any such Debt that is assumed by the purchaser of such asset and (y) any such Debt which is secured by a Permitted Pari Passu Lien or Permitted Junior Lien on the asset sold in such Collateral Asset Sale or subject to the Event of Loss),

(iv) repayments of Debt which is secured by a Permitted Pari Passu Lien on the asset sold in such Collateral Asset Sale or subject to the Event of Loss (limited to its proportionate share of such prepayment, based on the principal amount of such then outstanding Debt as a percentage of the principal amount of all then-outstanding Notes and Debt which is secured by a Permitted Pari Passu Lien on the asset sold in such Collateral Asset Sale or subject to the Event of Loss),

(v) cash escrows (until released from escrow to the Company or any Subsidiary) of funds received pursuant to a Collateral Asset Sale or Event of Loss and

(vi) any charges, payments or expenses incurred in connection with an Event of Loss (including, without limitation, (A) any exit or disposal costs, (B) costs to replace, repair or reconstruct damaged Collateral subject to the Event of Loss or any associated environmental remediation costs, charges or payments, (C) any penalties or fines, (D) any continuing or unsatisfied obligations of the Company or any Subsidiary to tenants, operators or managers of such First Lien Collateral Property or Credit Facility Property and (E) any fees, settlement payments or other charges related to any litigation or administrative proceeding resulting from such Event of Loss).

To the extent the amounts that must be netted against any cash proceeds and Cash Equivalents cannot be reasonably determined by the Company with respect to any Event of Loss, such cash

proceeds and Cash Equivalents shall not be deemed received until such amounts to be netted are known by the Company.

“New Intermediate Holdco 2029 Secured Notes” means Office Properties Income Intermediate Holdco II Trust’s 8.375% Senior Secured Limited OPI Guaranteed Notes due 2029.

“Note Documents” means this Indenture, the Notes, the related Guarantees, the Security Documents and the Intercreditor Agreements.

“Notes” means the Company’s 10.000% Senior Secured Notes due 2031, issued under this Indenture, as amended or supplemented from time to time.

“Notes Obligations” means all obligations for principal, premium (if any), interest, if any, penalties, fees, indemnifications, reimbursements, damages, liabilities and other amounts payable of the Company and the Subsidiary Guarantors under the Note Documents.

“Notice” has the meaning specified in Section 1.17.

“Notice of Default” means a written notice of the kind specified in Sections 5.01(d) and 5.01(g).

“Officer’s Certificate” means a certificate signed on behalf of the Company by a managing trustee, the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer, the Controller, the President, a Vice President, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Company and delivered to the Trustee.

“Opinion of Counsel” means a written opinion of legal counsel addressed to the Trustee. The counsel may be an employee of or counsel to the Company or any Affiliate.

“Optional Redemption” has the meaning specified in Section 11.01(a).

“Outstanding,” when used with respect to Notes, means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture, except:

- (i) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

- (ii) Notes for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Notes; *provided* that, if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

- (iii) Notes as to which Defeasance has been effected pursuant to Section 13.02 or satisfaction and discharge has been effected pursuant to Article Four; and

(iv) Notes which have been paid pursuant to Section 3.06 or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a bona fide purchaser in whose hands such Notes are valid obligations of the Company;

provided, however, that solely in determining whether the Holders of the requisite principal amount of the Outstanding Notes have given, made or taken any request, demand, authorization, direction, notice, consent, waiver or other action hereunder as of any date, or whether a quorum is present at a meeting of Holders of Notes, (A) the principal amount of Notes which shall be deemed to be Outstanding shall be the amount of the principal thereof which would be due and payable as of such date upon acceleration of the Maturity thereof, (B) if, as of such date, the principal amount payable is not determinable, the principal amount of Notes which shall be deemed to be Outstanding shall be the principal amount which would be due and payable at the Stated Maturity and (C) Notes owned by the Company or any other obligor upon the Notes or any Affiliate (other than Notes owned by (x) a Permitted Holder or (y) an Affiliated Debt Fund) of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, waiver or other action, or upon any such determination as to the presence of a quorum, only Notes that a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Company or any other obligor upon the Notes or any Affiliate of the Company or of such other obligor.

["**Pari Passu Intercreditor Agreement**" means that certain Pari Passu Intercreditor Agreement, dated as of the date hereof, by and among the Company, [●], the Collateral Agent (as Initial Additional Authorized Representative for certain Initial Additional Secured Parties (each as defined in such agreement)) and the other parties from time to time party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.]

"**Paying Agent**" means any Person authorized by the Company to pay the principal (and premium, if any) plus any interest on the Notes on behalf of the Company.

"**Permitted Holder**" means (i) [Redwood]; (ii) [Helix]; (iii) any investment fund or vehicle managed, sponsored or advised by the Persons specified in clauses (i) or (ii) or any Affiliates thereof, and any Affiliate of or successor to any such investment fund or vehicle; (iv) any limited or general partners of, or other investors in, the Persons described in clauses (i), (ii) or (iii) or any Affiliates thereof, or any such investment fund or vehicle; (v) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date) of which any of the Persons specified in clauses (i), (ii), (iii) or (iv) above is a member.

"**Permitted Junior Lien**" means any Lien on all or a portion of any Collateral that ranks junior in priority to the Liens on the Collateral securing the Notes and the related guarantees in accordance with the terms of an Acceptable Junior Intercreditor Agreement that secures Debt permitted to be incurred pursuant to Section 10.07 of this Indenture.

“Permitted Liens” means:

- (i) Liens securing the Notes Obligations;
- (ii) Liens securing (1) taxes, assessments and other charges or levies imposed by any Governmental Authority (x) which are not then due and payable or (y) if due and payable, which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the books of such Person in accordance with generally accepted accounting principles or (2) the claims of materialmen, mechanics, carriers, warehousemen or landlords for labor, materials, supplies or rentals or other Charges (as defined in the Form of Mortgage attached hereto as Exhibit D) incurred in the ordinary course of business, in each case, (x) the failure of which to pay would not reasonably be expected to result in a Material Adverse Effect or (y) if such Lien is the responsibility of a financially responsible tenant, mortgagor or manager to discharge;
- (iii) with respect to any Property, Liens that are easements, covenants, conditions, rights-of-way, zoning restrictions, encroachments, encumbrances, and rights or restrictions of record on the use of real property and other similar matters of record affecting title that do not (1) secure obligations for the payment of money or (2) in the aggregate, materially impair the use of the affected property for its intended purpose by the Company or any Subsidiary Guarantor in the normal conduct of such Person’s business;
- (iv) Liens granted by any tenant on its leasehold estate in a Property;
- (v) the interests of tenants, operators or managers of Properties;
- (vi) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default hereunder;
- (vii) non-exclusive licenses of intellectual property rights in the ordinary course of business;
- (viii) matters disclosed in any title report, commitment or policy provided to or obtained by Collateral Agent on or before Issue Date;
- (ix) Permitted Pari Passu Liens securing Debt in an aggregate principal amount at any time outstanding pursuant to this clause (ix) that does not exceed \$15,000,000, minus the principal amount of all other obligations outstanding at the time of such incurrence and secured by Permitted Pari Passu Liens incurred under this clause (ix), plus the amount of customary closing fees, expenses, accrued and unpaid interest, premium and other amounts to be paid in connection with the replacement or refinancing of Debt secured by Permitted Pari Passu Liens incurred under this clause (ix);
- (x) with respect to First Lien Collateral, Permitted Junior Liens;
- (xi) with respect to Second Lien Collateral, Permitted Senior Liens, which, for the avoidance of doubt, may be senior in all respects to the Liens securing the Notes,

securing Debt pursuant to any Credit Facilities in an aggregate principal amount at any time outstanding not to exceed (x) \$425,000,000 plus (y) plus the amount of customary closing fees, expenses, accrued and unpaid interest, premium and other amounts to be paid in connection with the replacement or refinancing of any Credit Facility (any such Debt, **“Permitted Senior Debt”**);

(xii) Liens securing Permitted Refinancing Indebtedness; provided that (a) the Debt refinanced thereby was secured and (b) the Liens securing such Permitted Refinancing Indebtedness does not have a higher priority than the Liens securing the Debt refinanced thereby;

(xiii) Liens existing on the Issue Date, or provided for or required to be granted under the Plan (other than under the Credit Agreement or any Permitted Senior Debt);

(xiv) Liens on CMBS Assets incurred in connection with a Permitted CMBS Debt; and

(xv) Liens to secure any modification, refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Debt secured by any Lien referred to in the foregoing clauses and this clause; provided, however, that (a) such new Lien shall be limited to all or part of substantially the same property (or categories of property) that secured the original Lien (plus improvements on such property) and the proceeds and products thereof, and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (i) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under the foregoing clauses at the time the original Lien became a Permitted Lien under this Indenture, and (ii) an amount equal to accrued and unpaid interest and premium (including tender premiums) thereon plus other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing, refunding, replacement, substitution, renewal or extension.

“Permitted Pari Passu Liens” means any Lien on all or a portion of any Collateral that ranks pari passu in priority with the Liens on the Collateral securing the Notes and the related Guarantees in accordance with the terms of the Pari Passu Intercreditor Agreement or any Acceptable Pari Passu Intercreditor Agreement that secures Debt permitted to be incurred under Section 10.07 of this Indenture.

“Permitted Refinancing Indebtedness” means Debt of the Company or any of its Subsidiaries issued in exchange for, or the net proceeds of which are used to, or which serves to, extend, refinance, modify, renew, replace, defease, discharge or refund other Debt of the Company or any of its Subsidiaries (other than intercompany Debt); *provided that:*

(A) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Debt so extended, refinanced, modified, renewed, replaced, discharged or refunded except by an amount equal to accrued and unpaid interest and premium (including tender premiums) thereon plus other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing,

refunding, replacement, substitution, renewal or extension and by an amount equal to any existing revolving commitments unutilized thereunder to the extent that the portion of any existing and unutilized revolving commitment being refinanced was permitted to be drawn immediately prior to such refinancing and such drawing shall be deemed to have been made;

(B) the Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Debt being extended, refinanced, modified, renewed, replaced, defeased, discharged or refunded; and

(C) if the Debt being extended, refinanced, modified, renewed, replaced, defeased, discharged or refunded is subordinated in right of payment to the Notes, the Permitted Refinancing Indebtedness resulting from such extension, refinancing, modification, renewal, replacement, defeasance, discharge or refund is subordinated in right of payment to the Notes on terms at least as favorable to Holders as those contained in the documentation governing the indebtedness being extended, refinanced, modified, renewed, replaced, defeased, discharged or refunded.

For the avoidance of doubt, Permitted Refinancing Indebtedness includes successive incurrences of Permitted Refinancing Indebtedness of the same Debt.

“Permitted Senior Liens” means any Lien on all or a portion of any Second Lien Collateral that ranks senior to the Liens on the Second Lien Collateral securing the Notes and the related Guarantees in accordance with the terms of the Credit Facility First Lien/Second Lien Intercreditor Agreement or any Acceptable Senior Intercreditor Agreement.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Place of Payment” means the place or places where the principal of (and premium, if any) and any interest on the Notes are payable as specified as contemplated by Section 10.02.

“Plan” means [the Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and its Debtor Affiliates, confirmed on [●], 2026], together with any amendments, supplements or modifications thereto.

“Pledge Agreement” means that certain Pledge Agreement dated [as of the Issue Date], executed by the Company and certain of the Subsidiary Guarantors in favor of the Collateral Agent for the benefit of the Collateral Agent, the Trustee and the Holders, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Pledged Collateral” has the meaning specified in the Pledge Agreement.

“Predecessor Note” means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 3.06 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Note shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Note.

“Preferred Stock” means, with respect to any Person, any and all Capital Stock that has a preference on liquidation, dissolution or winding up or with respect to distributions or dividends over any other class of Capital Stock, including preferred partnership interests, whether general or limited, or such Person’s preferred or preference stock, whether outstanding on the Issue Date or issued thereafter, including all series and classes of such preferred or preference stock.

“Property” means any parcel of real property, together with all improvements thereon.

“Qualified Appraisal” means an appraisal conducted by a third party M.A.I. appraisal firm with a national, established reputation for the valuation of commercial properties similar to the applicable First Lien Collateral Property or Credit Facility Property.

“Record Date” for the interest payable on any Interest Payment Date, if any, means [●] and [●] (in each case, whether or not a Business Day) immediately before such Interest Payment Date.

“Redemption Date” means the date fixed for redemption of the Notes by or pursuant to this Indenture.

“Redemption Price” means the price at which the Notes are to be redeemed pursuant to this Indenture.

“Responsible Officer,” when used with respect to the Company or the Trustee, means the chairman or any vice-chairman of the board of directors, the chairman or any vice-chairman of the executive committee of the board of directors, the chairman of the trust committee, the president, any vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the controller or any assistant controller or any other officer of the Company or the Trustee, as the case may be, customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject and who shall have responsibility for the administration of this Indenture.

“S&P” means S&P Global Ratings, and any successor to its rating agency business.

“Second Lien Collateral” means all of the Credit Facility Properties and the Second Lien Pledged Collateral, in each case, pledged as collateral to secure the Notes Obligations pursuant to the terms of the Security Documents.

“Second Lien Pledged Collateral” has the meaning specified in the Pledge Agreement.

“Secured Debt” means Debt secured by a Lien on the property of the Company or its Subsidiaries.

“Securities Act” means the Securities Act of 1933 and any statute successor thereto, in each case as amended from time to time.

“Security Documents” means the Pledge Agreement, the Mortgages, any other documents granting or purporting to grant a Lien upon the Collateral in favor of the Collateral Agent for its benefit, the benefit of the Trustee and the ratable benefit of the Holders as security for payment of the Notes Obligations.

“Security Register” and **“Security Registrar”** have the respective meanings specified in Section 3.05(a).

“Special Record Date” for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 3.07.

“Stated Maturity,” when used with respect to the Notes or any installment of principal or interest thereon, means the date specified in the Notes as the fixed date on which the principal of such Note or such installment of principal or interest thereon is due and payable, which, for the avoidance of doubt, shall be June [●], 2031 with respect to the principal of the Notes.

“Subordinated Debt” means Debt which by the terms of such Debt is subordinated in right of payment to the principal and interest and premium, if any, on the Notes.

“Subsidiary” means any corporation or other Person of which a majority of (i) the voting power of the voting equity securities or (ii) the outstanding equity interests of which are owned, directly or indirectly, by the Company or one or more other Subsidiaries of the Company, and which is required to be consolidated in accordance with generally accepted accounting principles. For the purposes of this definition, “voting equity securities” means equity securities having voting power for the election of directors or persons serving comparable functions as directors, whether at all times or only so long as no senior class of security has such voting power by reason of any contingency.

“Subsidiary Guarantee” means, individually, any Guarantee of payment of the Notes by a Subsidiary Guarantor pursuant to the terms of Article Twelve of this Indenture.

“Subsidiary Guarantor” means each Initial Subsidiary Guarantor and any other Subsidiary of the Company that provides a Subsidiary Guarantee of the Notes in accordance with this Indenture; *provided* that upon the release or discharge of such Person from its Subsidiary Guarantee in accordance with this Indenture, such Person ceases to be a Subsidiary Guarantor.

“Total Assets” as of any date means the sum of (i) the Undepreciated Real Estate Assets, (ii) the Fair Value of all Equity Method Investments of the Company and its Subsidiaries and (iii) all other assets of the Company and its Subsidiaries on such date determined in accordance with generally accepted accounting principles (but excluding accounts receivable and intangibles); *provided* that the portion of Total Assets attributable to Equity Method Investments of the Company and its Subsidiaries may not exceed 35%.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as so amended.

“Trustee” means the Person named as the “Trustee” in the first paragraph of this Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of this

Indenture, and thereafter “Trustee” shall mean or include each Person who is then a Trustee hereunder.

“UCC” means the Uniform Commercial Code as in effect in any applicable jurisdiction.

“**Undepreciated Real Estate Assets**” as of any date means the cost (original cost plus capital improvements) of real estate assets of the Company and its Subsidiaries on such date, before depreciation and amortization, determined on a consolidated basis in accordance with generally accepted accounting principles.

“**Unsecured Debt**” means any Debt of the Company or its Subsidiaries which is not Secured Debt.

“**Vice President**,” when used with respect to the Company or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title “vice president.”

“**Weighted Average Life to Maturity**” means, when applied to any Debt at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Debt.

Section 1.02. Compliance Certificates and Opinions

Except (x) in connection with any action related to the issuance of the Notes on (or immediately promptly after) the Issue Date or (y) as otherwise specified in this Indenture, upon any application or Company Order to the Trustee to take or refrain from taking any action under any provision of this Indenture, the Company shall, upon request by the Trustee, furnish to the Trustee (i) an Officer’s Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and (ii) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (except for certificates provided for in Section 10.04) shall include

(i) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such individual, such individual has made such examination or investigation as is necessary to enable him or her to express an

informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.03. Form of Documents Delivered to Trustee

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel. Any such certificate or any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 1.04. Acts of Holders; Record Dates

Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “**Act**” of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.01) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him or her the execution thereof. Where such execution is by a signer acting in a capacity other than his or her individual capacity, such certificate or affidavit shall also constitute sufficient proof of his or her authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

The ownership of Notes shall be proved by the Security Register. Notwithstanding the foregoing, solely for purposes of determining whether any action to be taken or consent to be given under this Indenture is authorized, an owner of a beneficial interest in a Global Note shall be treated as a Holder, which ownership may be established through: (i) a DTC participant statement evidencing ownership, (ii) a broker statement accompanied by an officer's certificate or (iii) any other method acceptable to the Trustee.

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of the Notes shall bind every future Holder of the Notes and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

The Company may set any day as a record date for the purpose of determining the Holders of Outstanding Notes entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders of Notes; *provided* that the Company may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in the next paragraph. If any record date is set pursuant to this paragraph, the Holders of Outstanding Notes on such record date, and no other Holders, shall be entitled to take the relevant action, whether or not such Holders remain Holders after such record date; *provided* that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Outstanding Notes on such record date. Nothing in this paragraph shall be construed to prevent the Company from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Notes on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder of Notes in the manner set forth in Section 1.06.

The Trustee may set any day as a record date for the purpose of determining the Holders of Outstanding Notes entitled to join in the giving or making of (i) any Notice of Default, (ii) any declaration of acceleration referred to in Section 5.02, (iii) any request to institute proceedings referred to in Section 5.07(b) or (iv) any direction referred to in Section 5.12, in each case with respect to the Notes. If any record date is set pursuant to this paragraph, the Holders of Outstanding Notes on such record date, and no other Holders, shall be entitled to join in such notice, declaration, request or direction, whether or not such Holders remain Holders after such record date; *provided* that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Outstanding Notes on such record date. Nothing in this paragraph shall be construed to prevent the Trustee from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding on the date such

action is taken. Promptly after any record date is set pursuant to this paragraph, the Trustee, at the Company's expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Company in writing and to each Holder of Notes in the manner set forth in Section 1.06.

With respect to any record date set pursuant to this Section 1.04, the party hereto that sets such record date may designate any day as the "**Expiration Date**" and from time to time may change the Expiration Date to any earlier or later day; *provided* that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party in writing, and to each Holder of Notes in the manner set forth in Section 1.06, on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section 1.04, the party hereto that sets such record date shall be deemed to have initially designated the 180th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this paragraph.

Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to the Notes may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

Section 1.05. Notices, Etc., to Trustee and Company

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with

(i) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be by electronic mail) to or with the Trustee at its Corporate Trust Office, Attention: [Office Properties Income Trust]; 10.000% Senior Secured Notes due 2031; or

(ii) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and delivered by electronic means of transmission or to the address listed in Section 1.16.

Section 1.06. Notice to Holders; Waiver

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at the address of such Holder as it appears in the Security Register, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. Notwithstanding any other provision of this Indenture or the Notes other than a provision that expressly states that this paragraph is not applicable to the Notes, when this Indenture or the Notes provides for notice of any event (including any notice of redemption) to a Holder of Notes in global form (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for the Notes (or its designee) pursuant to the customary procedures of such Depositary. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so

mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Section 1.07. Trust Indenture Act

Except with respect to specific provisions of the Trust Indenture Act expressly referenced in the provisions of this Indenture, the Trust Indenture Act shall not be applicable to, and shall not govern, this Indenture and the Notes.

Section 1.08. Effect of Headings and Table of Contents

The Article and Section headings herein and the Table of Contents hereof are for convenience only and shall not affect the construction hereof.

Section 1.09. Successors and Assigns

All covenants and agreements in this Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 1.10. Separability Clause

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.11. Benefits of Indenture

Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of Notes any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1.12. Governing Law

This Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York.

Section 1.13. Legal Holidays

If any Interest Payment Date, Redemption Date, including pursuant to a Collateral Asset Sale or Event of Loss for the Notes, or the Stated Maturity for the principal of the Notes falls on a

day that is not a Business Day, the payment otherwise payable on such day will be due and payable on the next succeeding Business Day, and no interest will accrue thereon for the period from and after such Interest Payment Date, Redemption Date, including pursuant to a Collateral Asset Sale or Event of Loss, or the Stated Maturity, as the case may be, through such next succeeding Business Day.

Section 1.14. Language of Notices, Etc.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

Section 1.15. No Personal Liability

[THE AMENDED AND RESTATED DECLARATION OF TRUST ESTABLISHING [OFFICE PROPERTIES INCOME TRUST] (FORMERLY KNOWN AS SELECT INCOME REIT), DATED JUNE 8, 2009], AS AMENDED, AS FILED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF [OFFICE PROPERTIES INCOME TRUST] SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, [OFFICE PROPERTIES INCOME TRUST]. ALL PERSONS DEALING WITH [OFFICE PROPERTIES INCOME TRUST] IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF [OFFICE PROPERTIES INCOME TRUST] FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

Section 1.16. Notices

Notices to the Company or any Subsidiary Guarantor shall be directed to it at [Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458-1634, email: ir@opireit.com, Attention: President]; notices to the Trustee shall be directed to it at [One Federal Street, 3rd Floor, Boston, Massachusetts 02110, email: david.doucette@usbank.com, fax number (617) 603-6683, Attention: Corporate Trust Department, re: Office Properties Income Trust 10.000% Senior Secured Notes due 2031], or as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All notices and communications (other than those sent to Holders of the Notes) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five (5) calendar days after mailing if sent by registered or certified mail, postage prepaid (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee); when receipt is acknowledged, if sent by e-mail or facsimile; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Section 1.17. Counterparts

This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Indenture or in any other certificate, agreement or document related to this Indenture or the Notes shall include images of manually

executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the ESIGN Act of 2000, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the UCC. The Trustee shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a “**Notice**”) received pursuant to this Indenture by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by the Trustee to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Trustee) shall be deemed original signatures for all purposes. Each other party to this Indenture assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Trustee, including without limitation the risk of the Trustee acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any such electronic Notice.

ARTICLE TWO

INTEREST RATE; INTEREST PAYMENTS

Section 2.01. Interest Rate; Interest Payments

(a) Unless previously redeemed, the Notes will bear interest at 10.000% per annum, payable semi-annually in arrears on [●] and [●] of each year, commencing [●], 2026 (each of which shall be an “**Interest Payment Date**”), to the Persons in whose names the Notes are registered in the Security Register at the close of business on the Record Date, which shall be [●] or [●] (in each case, whether or not a Business Day), as the case may be, immediately before such Interest Payment Date.

(b) Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

(c) If any scheduled Interest Payment Date, the Stated Maturity or any Redemption Date falls on a day that is not a Business Day, the applicable payment will be made on the next Business Day and no interest will accrue thereon for the period from and after such Interest Payment Date, the Stated Maturity or such Redemption Date.

ARTICLE THREE

THE NOTES

Section 3.01. Form and Dating

Provisions relating to the Notes are set forth in Appendix A, which is hereby incorporated in and expressly made a part of this Indenture. The Notes and the Trustee's (or the Authenticating Agent's) certificate of authentication shall each be substantially in the form of Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture. The Notes may have notations, legends or endorsements required by law, the rules of any securities exchange agreements to which the Company is subject, if any, or usage; *provided* that any such notation, legend or endorsement is in form reasonably acceptable to the Company. The Company shall approve the form of the Notes. Each Note shall be dated the date of its authentication. The terms and provisions contained in the form of the Notes shall constitute and are hereby expressly made a part of this Indenture.

Section 3.02. Denominations

The Notes shall be issued only in registered form without coupons and only in minimum denominations of \$2,000 in principal amount and any integral multiples of \$1,000 in excess thereof.

Section 3.03. Execution, Authentication, Delivery and Dating

The Notes shall be executed on behalf of the Company by a Responsible Officer of the Company. The signature of any of these officers on the Notes may be manual, electronic (including DocuSign or other electronic platform) or facsimile.

Notes bearing the manual, electronic (including DocuSign or other electronic platform) or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

The Company shall execute and, upon receipt of a Company Order, the Trustee shall authenticate (whether itself or via the Authenticating Agent), which such authentication may be by manual, electronic (including DocuSign or other electronic platform) or facsimile signature, on (or immediately promptly after) the Issue Date, Notes for original issue up to an aggregate principal amount of \$420,000,000. With respect to any additional Notes issued after the Issue Date as provided in Section 3.12 hereof, the Company shall execute and, upon receipt of a Company Order, the Trustee shall authenticate (whether itself or via the Authenticating Agent), which such authentication may be by manual, electronic (including DocuSign or other electronic platform) or facsimile signature, on (or immediately promptly after) the applicable issue date of such additional Notes.

The Trustee may appoint an Authenticating Agent reasonably acceptable to the Company to authenticate the Notes. Unless limited by the terms of such appointment, any such

Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by any such agent. An Authenticating Agent has the same rights as any Security Registrar, co-Security Registrar, Paying Agent or transfer agent to deal with the Company or an Affiliate of the Company.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual or electronic signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder. Notwithstanding the foregoing, if any Note shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Note to the Trustee for cancellation as provided in Section 3.09, for all purposes of this Indenture such Note shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

Section 3.04. Temporary Notes

Pending the preparation of definitive Notes, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Notes which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Notes in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Notes may determine, as evidenced by their execution of such Notes.

If temporary Notes are issued, the Company will cause definitive Notes to be prepared without unreasonable delay. After the preparation of definitive Notes, the temporary Notes shall be exchangeable for definitive Notes upon surrender of the temporary Notes at the office or agency of the Company in a Place of Payment, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor one or more definitive Notes, of any authorized denominations and of like tenor and aggregate principal amount. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits under this Indenture.

Section 3.05. Registration, Registration of Transfer and Exchange

(a) The Company shall cause to be kept at an office or agency to be maintained by the Company in accordance with Section 10.02 a register (being the combined register of the Security Registrar and all transfer agents designated pursuant to Section 10.02 for the purpose of registration of transfer of Notes and sometimes collectively referred to as the “**Security Register**”) in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and the registration of transfers of Notes. The Trustee is hereby appointed “**Security Registrar**” for the purpose of registering Notes and transfers of Notes as herein provided.

(b) The Notes shall be issued in registered form and shall be transferable only upon the surrender of a Note for registration of transfer and in compliance with Appendix A. A transferee

of the Notes shall be deemed to have represented and agreed to the matters as provided in Appendix A. A transfer in violation of the requirements of Appendix A shall be void *ab initio*.

(c) Subject to Section 3.05(b), upon surrender for registration of transfer of any Note at the office or agency of the Company maintained pursuant to Section 10.02 for such purpose in a Place of Payment for that Note, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes, of any authorized denominations and of like tenor and aggregate principal amount.

(d) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(e) Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Trustee or any transfer agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed, by the Holder thereof or the attorney of such Holder duly authorized in writing.

(f) No service charge shall be made for any registration of transfer or exchange of Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 3.04, 9.05 or 11.08 not involving any transfer.

(g) If the Notes are to be redeemed in part, the Company shall not be required (A) to issue, register the transfer of or exchange any Notes during a period beginning at the opening of business 15 days before any selection of Notes to be redeemed and ending at the close of business on the day of the mailing of the relevant notice of redemption, or (B) to register the transfer of or exchange any Note so selected for redemption, in whole or in part, except the unredeemed portion of any Note being redeemed in part.

Section 3.06. Mutilated, Destroyed, Lost and Stolen Notes

If any mutilated Note is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Note of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (a) evidence to their satisfaction of the destruction, loss or theft of any Note and (b) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Note has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount and bearing a number not contemporaneously outstanding.

Notwithstanding the provisions of the previous two paragraphs, in case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Note issued pursuant to this Section in lieu of any destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 3.07. Payment of Interest; Interest Rights Preserved

Interest on any Note which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Note (or one or more Predecessor Notes) is registered at the close of business on the Record Date for such interest.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on all overdue principal amounts at a rate equal to the then applicable interest rate on the Notes to the extent lawful; the Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on all overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (or the corresponding succeeding Business Day) (herein called “**Defaulted Interest**”) shall forthwith cease to be payable to the Holder on the relevant Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (a) or (b) below:

(a) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or respective Predecessor Notes) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on the Notes and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Section 3.07 provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days

prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given to each Holder in the manner set forth in Section 1.06, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Notes (or respective Predecessor Notes) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (b).

(b) The Company may make payment of any Defaulted Interest on the Notes in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Section 3.07, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section 3.07, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

Section 3.08. Persons Deemed Owners

Prior to due presentment of a Note for registration of transfer, the Company, each Subsidiary Guarantor, the Trustee and any agent of the Company, any Subsidiary Guarantor or the Trustee may treat the Person in whose name such Note is registered as the owner of such Note for the purpose of receiving payment of principal, premium, if any, and any interest (subject to Section 3.07), if any on, such Note and for all other purposes whatsoever, whether or not such Note be overdue, and neither the Company, any Subsidiary Guarantor, the Trustee nor any agent of the Company, any Subsidiary Guarantor or the Trustee shall be affected by notice to the contrary.

Section 3.09. Cancellation

All Notes surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Notes previously authenticated hereunder which the Company has not issued and sold, and all Notes so delivered shall be promptly cancelled by the Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 3.09, except as expressly permitted by this Indenture. All cancelled Notes held by the Trustee shall be disposed of as directed by a Company Order or, in the absence of such a Company Order, in the Trustee's customary manner, which manner shall be communicated in writing to the Company.

Section 3.10. Currency

The principal of each Note payable at its Maturity shall be paid against presentation and surrender thereof at the Corporate Trust Office, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public or private debts.

Section 3.11. ISIN/CUSIP Numbers

The Company, in issuing the Notes, may use “ISIN” and/or “CUSIP” numbers (if then generally in use), and, if so, the Trustee shall use such “ISIN” and/or “CUSIP” numbers in notices of redemption as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will notify the Trustee of any change in “ISIN” and/or “CUSIP” numbers.

Section 3.12. Amount

The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture on the Issue Date is \$420,000,000.

The Issuer may after the Issue Date, without notice to or consent of the Holders, create or issue additional Notes under this Indenture, provided such issuance otherwise complies with the provisions of this Indenture, including Section 10.07 and 10.09 hereof. Any such additional Notes shall have the same terms, and be part of the same series as, the Notes issued on the Issue Date. Unless the context requires otherwise, references herein to the “Notes” includes any such additional Notes issued after the Issue Date.

ARTICLE FOUR

SATISFACTION AND DISCHARGE

Section 4.01. Satisfaction and Discharge of Indenture

This Indenture shall upon Company Request cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of Notes herein expressly provided for), and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when

(a) either

(i) all Notes theretofore authenticated and delivered (other than (A) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.06 and (B) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 10.03) have been delivered to the Trustee for cancellation; or

(ii) all such Notes not theretofore delivered to the Trustee for cancellation

- (A) have become due and payable, or
- (B) will become due and payable at their Stated Maturity within one year, or
- (C) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (A), (B) or (C) above, has deposited or caused to be deposited with the Trustee (i) money in an amount, or (ii) Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (iii) a combination thereof, in each case in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation, for principal of (and premium, if any) and any accrued and unpaid interest, if any, on, such Notes to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be; *provided* that with respect to a Redemption Date, if all or a portion of the Redemption Price is based on or consists of a redemption premium that is required to be calculated based on a treasury rate or other floating or adjustable rate a specified number of days prior to such Redemption Date, the amount deposited shall be sufficient to the extent that the amount deposited with the Trustee is equal to such redemption premium calculated as of the date of the notice of redemption, with any deficit on the Redemption Date only required to be deposited with the Trustee on or prior to the Redemption Date (it being understood that any satisfaction and discharge shall be subject to the condition subsequent that such deficit is in fact paid);

(b) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(c) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 6.07, the obligations of the Trustee to any Authenticating Agent under Section 6.14 and, if money shall have been deposited with the Trustee pursuant to subclause (ii) of clause (a) of this Section, the obligations of the Trustee under Section 4.02 and the last paragraph of Section 10.03 shall survive such satisfaction and discharge.

Section 4.02. Application of Trust Money and Government Obligations

Subject to the provisions of the last paragraph of Section 10.03, all money and Government Obligations (including the proceeds thereof) deposited with the Trustee pursuant to Section 4.01 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of

the principal of (and premium, if any), and any interest on, such Notes for whose payment such money has been deposited with the Trustee.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 4.01 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Outstanding Notes.

ARTICLE FIVE

REMEDIES

Section 5.01. Events of Default

“**Event of Default**,” means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of (and premium, if any) the Notes at the Stated Maturity, upon redemption or otherwise on the date specified for payment in the applicable offer or notice;

(b) default in the payment of any interest on the Notes when it becomes due and payable, and continuance of such default for a period of 30 days;

(c) [reserved];

(d) (i) default in the performance of, or breach of, any covenant of the Company or any Subsidiary Guarantor in this Indenture (other than Section 10.12), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of more than 25% in principal amount of the Outstanding Notes a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder or (ii) default in the performance of, or breach of, Section 10.12, and continuance of such default or breach for a period of 45 days;

(e) the Company or a Subsidiary Guarantor, pursuant to or within the meaning of any Bankruptcy Law (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, or (iii) consents to the appointment of a Custodian of it or for all or substantially all of its property;

(f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (i) is for relief against the Company or a Subsidiary Guarantor in an involuntary case, (ii) appoints a Custodian of the Company or a Subsidiary Guarantor or for all or substantially all of its property, or (iii) orders the liquidation of the Company or a Subsidiary Guarantor, and the order or decree remains unstayed and in effect for 90 days;

(g) a default under any bond, debenture, note or other evidence of indebtedness for borrowed money of the Company or a Subsidiary Guarantor, or under any mortgage, indenture or other instrument of the Company or a Subsidiary Guarantor under which there may be issued or by which there may be secured any indebtedness for borrowed money of the Company or a Subsidiary Guarantor (or by any Subsidiary, the repayment of which the Company or a Subsidiary Guarantor has guaranteed or for which the Company or a Subsidiary Guarantor is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding \$25,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding \$25,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable; *provided, however*, that if there is no other senior indebtedness of the Company or the Subsidiary Guarantors, the maturity of which would be accelerated by a default under any of the Company's or the Subsidiary Guarantor's indebtedness in an aggregate principal amount of \$25,000,000 or less, the references to \$25,000,000 in this clause shall be replaced by the lesser of (i) the indebtedness cross-default amount contained in the Company's or the Subsidiary Guarantor's then existing senior secured credit facility, if any, and (ii) such other senior indebtedness, as long as such amount is greater than \$25,000,000, not to exceed \$50,000,000. Such default shall not be an Event of Default if the indebtedness shall have been discharged, or such acceleration has been rescinded or annulled, within a period of 10 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of more than 25% in aggregate principal amount of the Outstanding Notes, a written notice specifying such default and requiring the Company to cause such indebtedness to be discharged or cause such acceleration to be rescinded or annulled and stating that such notice is a "Notice of Default" under this Indenture;

(h) any Subsidiary Guarantee of a Subsidiary Guarantor ceases to be in full force and effect (except as contemplated by the terms of this Indenture) or is declared null and void in a judicial proceeding or any Subsidiary Guarantor denies or disaffirms its obligations under this Indenture or its Subsidiary Guarantees, as the case may be;

(i) unless such Liens have been released in accordance with the provisions of this Indenture or the Security Documents with respect to such Liens or in accordance with the provisions of the applicable Intercreditor Agreement, the Liens in favor of the Holders with respect to Collateral having a Fair Market Value in excess of \$25,000,000 in the aggregate cease to be valid or enforceable and such default continues for 30 days, or the Company shall assert or any Subsidiary Guarantor shall assert, in any pleading in any court of competent jurisdiction, that security interests with respect to Collateral having a Fair Market Value in excess of \$25,000,000 in the aggregate is invalid or unenforceable (except as contemplated by the terms of this Indenture or the applicable Security Documents or Intercreditor Agreement) and, in the case of any Subsidiary Guarantor, the Company shall fail to cause such Subsidiary Guarantor to rescind such assertions within 30 days after the Company has actual knowledge of such assertions; or

(j) failure by the Company or any Subsidiary Guarantor to comply for 60 days after notice or such longer period as may be provided in the applicable Security Documents with its other agreements contained in such Security Documents, in each case, except for a failure that

would not be material to the Holders and would not materially affect the value of the Collateral taken as a whole.

Section 5.02. Acceleration of Maturity; Rescission and Annulment

If an Event of Default (other than an Event of Default specified in Section 5.01(e) or 5.01(f)) occurs and is continuing, then in every such case the Trustee (or Collateral Agent with respect to the Security Documents) or the Holders of not less than a majority of the principal amount of the Outstanding Notes may exercise any enforcement rights and/or remedies with respect to and/or granted under any of the Security Documents and/or declare the principal amount of the Notes plus accrued and unpaid interest, if any, to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount shall become immediately due and payable. If an Event of Default specified in Section 5.01(e) or 5.01(f) occurs, the principal amount of the Notes plus accrued and unpaid interest, if any, shall automatically, and without any declaration or other action on the part of the Trustee or any Holder, become immediately due and payable.

At any time after such a declaration of acceleration with respect to the Notes has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the Outstanding Notes, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if

- (a) the Company has paid or deposited with the Trustee a sum sufficient to pay
 - (i) the principal of (and premium, if any) the Notes which have become due otherwise than by such declaration of acceleration and any interest thereon,
 - (ii) to the extent that payment of such interest is lawful, interest upon overdue interest on the Notes, and
 - (iii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (b) all Events of Default, other than the non-payment of the principal on Notes which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 5.13.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

If a default for a failure to report or failure to deliver a required certificate in connection with another default (such other default, the “**Initial Default**”) occurs, then at the time such Initial Default is cured, the default for a failure to report or failure to deliver a required certificate in connection with the Initial Default will also be cured without any further action and any default or Event of Default for the failure to comply with the time periods prescribed under Section 10.10 or otherwise to deliver any notice or certificate pursuant to any other provision of this Indenture shall

be deemed to be cured upon the delivery of any such report required by Section 10.10 or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in this Indenture.

Section 5.03. Collection of Indebtedness and Suits for Enforcement by Trustee

The Company covenants that if:

(a) default is made in the payment of interest on any Note when such interest becomes due and payable and such default continues for a period of 30 days, or

(b) default is made in the payment of principal of (and premium, if any) the Notes at the Maturity thereof, the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Notes, the whole amount then due and payable on such Notes for principal of (and premium, if any), and interest on the Notes, and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal (and premium, if any) and on any overdue interest, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

If an Event of Default with respect to the Notes occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Notes by such appropriate judicial proceedings as the Trustee shall deem reasonably necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 5.04. Trustee May File Proofs of Claim

In case of any judicial proceeding relative to the Company (or any other obligor upon the Notes), its property or its creditors, the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise, to take any and all actions authorized under the Trust Indenture Act in order to have claims of the Holders and the Trustee allowed in any such proceeding. In particular, the Trustee shall be authorized to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.07.

No provision of this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding; *provided, however*, that the Trustee may, on behalf of the Holders, vote for the election of a trustee in bankruptcy or similar official and be a member of a creditors' or other similar committee.

Section 5.05. Trustee May Enforce Claims Without Possession of Notes

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes in respect of which such judgment has been recovered.

Section 5.06. Application of Money Collected

Any money collected by the Trustee or the Collateral Agent pursuant to this Article shall be applied in the following order and at the date or dates fixed by the Trustee, subject to the terms of the Security Documents and the Intercreditor Agreements, and, in case of the distribution of such money on account of principal or any premium or interest upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due to the Trustee under Section 6.07 and to the Collateral Agent under Section 14.05;

SECOND: To the payment of the amounts then due and unpaid on the Notes for the principal of (and premium, if any), and any interest on, the Notes in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal of (and premium, if any), and any interest, respectively; and

THIRD: To the Company.

Section 5.07. Limitation on Suits

No Holder shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy under this Indenture or the Notes, unless

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Notes;

(b) the Holders of not less than a majority in principal amount of the Outstanding Notes shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) if requested, such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Notes;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture or any Note to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture or any Note, except in the manner herein or therein provided and for the equal and ratable benefit of all of such Holders.

Section 5.08. Unconditional Right of Holders to Receive Payment

Notwithstanding any other provision in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any), and any interest on, such Note on the respective Stated Maturities expressed in such Note (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

Section 5.09. Restoration of Rights and Remedies

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 5.10. Rights and Remedies Cumulative

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in the last paragraph of Section 3.06, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.11. Delay or Omission Not Waiver

No delay or omission of the Trustee or of any Holder of any Notes to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 5.12. Control by Holders

The Holders of a majority in principal amount of the Outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes; *provided that*

(a) such direction shall not be in conflict with any rule of law or with this Indenture, and

(b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 5.13. Waiver of Past Defaults

The Holders of not less than a majority in principal amount of the Outstanding Notes may on behalf of the Holders of all the Notes waive any past default hereunder with respect to such Notes and its consequences, except a default

(a) in the payment of the principal of (and premium, if any) or interest on the Notes, or

(b) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of each Holder of Outstanding Notes affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 5.14. Undertaking for Costs

In any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, a court may require any party litigant in such suit to file an undertaking to pay the costs of such suit, and may assess costs against any such party litigant, in the manner and to the extent provided in the Trust Indenture Act; *provided that* neither this Section 5.14 nor the Trust Indenture Act shall be deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Company.

Section 5.15. Waiver of Usury, Stay or Extension Laws

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE SIX

THE TRUSTEE

Section 6.01. Certain Duties and Responsibilities

The duties and responsibilities of the Trustee shall be as provided by this Indenture. Notwithstanding the foregoing, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 6.02. Notice of Defaults

If a default occurs hereunder with respect to the Notes, the Trustee shall give the Holders of the Notes notice of such default as and to the extent provided by the Trust Indenture Act; *provided, however*, that in the case of any default of the character specified in clause (d) of Section 5.01 with respect to the Notes, no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term “**default**” means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to the Notes.

Section 6.03. Certain Rights of Trustee

Subject to the provisions of Section 6.01:

(a) the Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order, and any resolution of the Board shall be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer’s Certificate;

(d) the Trustee may consult with counsel of its own selection and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(h) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(i) the Trustee shall not be deemed to have notice of any default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture; and

(j) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and the Person employed to act hereunder.

Section 6.04. Not Responsible for Recitals or Issuance of Notes

The recitals contained herein and in the Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and neither the Trustee nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes. Neither the Trustee nor any Authenticating Agent shall be accountable for the use or application by the Company of Notes or the proceeds thereof.

Section 6.05. May Hold Notes

The Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to Sections 6.08 and 6.13, may otherwise deal with the Company

with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

Section 6.06. Money Held in Trust

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Company.

Section 6.07. Compensation and Reimbursement

The Company agrees

(a) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(c) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

Section 6.08. Conflicting Interests

If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture. To the extent permitted by such Act, the Trustee shall not be deemed to have a conflicting interest by virtue of being a trustee under this Indenture with respect to the Notes and any other indentures of the Company.

Section 6.09. Corporate Trustee Required; Eligibility

There shall at all times be one (and only one) Trustee hereunder with respect to the Notes, which may be Trustee hereunder for the Notes. Each Trustee shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such, and has a combined capital and surplus of at least \$50,000,000. If any such Person publishes reports of condition at least annually, pursuant to law or to the requirements of its supervising or examining authority, then for the purposes of this Section and to the extent permitted by the Trust Indenture Act, the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee with respect to the Notes shall cease to

be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 6.10. Resignation and Removal; Appointment of Successor

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 6.11.

The Trustee may resign at any time with respect to the Notes by giving written notice thereof to the Company. If the instrument of acceptance by a successor Trustee required by Section 6.11 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Notes.

The Trustee may be removed at any time with respect to the Notes by Act of the Holders of a majority in principal amount of the Outstanding Notes, delivered to the Trustee and to the Company.

If at any time:

- (i) the Trustee shall fail to comply with Section 6.08 after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Note for at least six months, or
- (ii) the Trustee shall cease to be eligible under Section 6.09 and shall fail to resign after written request therefor by the Company or by any such Holder, or
- (iii) the Trustee shall become incapable of acting or shall be adjudged bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (A) the Company may remove the Trustee with respect to all Notes, or (B) subject to Section 5.14, any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of such Holder and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Notes and the appointment of a successor Trustee or Trustees.

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Notes, the Company shall promptly appoint a successor Trustee or Trustees with respect to the Notes (it being understood that any such successor Trustee may be appointed with respect to the Notes and that at any time there shall be only one Trustee with respect to the Notes) and shall comply with the applicable requirements of Section 6.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Notes shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Notes delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its

acceptance of such appointment in accordance with the applicable requirements of Section 6.11, become the successor Trustee with respect to the Notes and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee with respect to the Notes shall have been so appointed by the Company or the Holders of Notes and accepted appointment in the manner required by Section 6.11, any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of such Holder and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Notes.

The Company shall give notice of each resignation and each removal of the Trustee with respect to the Notes and each appointment of a successor Trustee with respect to the Notes to all Holders of Notes in the manner provided in Section 1.06. Each notice shall include the name of the successor Trustee with respect to the Notes and the address of its Corporate Trust Office.

Section 6.11. Acceptance of Appointment by Successor

In case of the appointment hereunder of a successor Trustee with respect to all Notes, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

In case of the appointment hereunder of a successor Trustee with respect to the Notes, the Company, the retiring Trustee and such successor Trustee with respect to the Notes shall execute and deliver an indenture supplemental hereto wherein such successor Trustee shall accept such appointment and which shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes to which the appointment of such successor Trustee relates; but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Notes to which the appointment of such successor Trustee relates.

Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in the first or second preceding paragraph, as the case may be.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 6.12. Merger, Conversion, Consolidation or Succession to Business

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, *provided* such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

Section 6.13. Preferential Collection of Claims Against Company

If and when the Trustee shall be or become a creditor of the Issuer (or any other obligor upon the Notes), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Issuer (or any such other obligor). For purposes of Section 311(b)(4) and (6) of the Trust Indenture Act:

(a) “**cash transaction**” means any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand; and

(b) “**self-liquidating paper**” means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacturing, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, *provided* the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

Section 6.14. Appointment of Authenticating Agent

The Trustee may appoint an Authenticating Agent or Agents with respect to the Notes which shall be authorized to act on behalf of the Trustee to authenticate Notes issued upon original issue and upon exchange, registration of transfer or partial redemption thereof or pursuant to Section 3.06, and Notes so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Any such appointment shall be evidenced by an instrument in writing signed by a Responsible Officer of the Trustee, and a copy of such instrument shall be promptly furnished to the Company. Wherever reference is made in this Indenture to the authentication and delivery of Notes by the Trustee or the Trustee’s certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be

acceptable to the Company and shall at all times be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than \$50,000,000 and subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent; *provided* such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and to the Company. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Company.

Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall give notice of such appointment in the manner provided in Section 1.06 to all Holders of Notes with respect to which such Authenticating Agent will serve. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Trustee agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 6.07.

If an appointment with respect to the Notes is made pursuant to this Section, the Notes may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

This is one of the Notes referred to in the within-mentioned Indenture.

As Trustee

As Authenticating Agent

By _____
Authorized Signatory

If all of the Notes may not be originally issued at one time, and if the Trustee does not have an office capable of authenticating Notes upon original issuance located in a Place of Payment where the Company wishes to have Notes authenticated upon original issuance, the Trustee, if so requested by the Company in writing (which writing need not comply with Section 1.02 and need not be accompanied by an Opinion of Counsel), shall appoint in accordance with this Section an Authenticating Agent having an office in a Place of Payment designated by the Company with respect to such Notes.

Section 6.15. Rules by Trustee

The Trustee may make reasonable rules for any Act of Holders or a meeting of Holders of Notes.

ARTICLE SEVEN

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

Section 7.01. Company to Furnish Trustee Names and Addresses of Holders

The Company will furnish or cause to be furnished to the Trustee

(a) semi-annually, not later than 15 days after each Record Date or in the case of any Notes on which semi-annual interest is not payable, not more than 15 days after such semi-annual dates specified by the Trustee (which shall initially be the Interest Payment Dates), a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Notes as of the Record Date or such semi-annual date, as the case may be, and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished;

excluding from any such list names and addresses received by the Trustee in its capacity as Security Registrar.

Section 7.02. Preservation of Information; Communications to Holders

The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 7.01 and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 7.01 upon receipt of a new list so furnished.

The rights of Holders to communicate with other Holders with respect to their rights under this Indenture or under the Notes, and the corresponding rights and privileges of the Trustee, shall be as provided by Section 312(b) of the Trust Indenture Act.

Every Holder of Notes, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them shall be held accountable by reason of any disclosure of information as to names and addresses of Holders made pursuant to Section 312(c) of the Trust Indenture Act.

ARTICLE EIGHT

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

Section 8.01. Company May Consolidate, Etc., Only on Certain Terms

The Company shall not consolidate with or merge into any other Person or convey, transfer or lease all or substantially all of the properties and assets of the Company and its Subsidiaries, taken as a whole, in any transaction or series of related transactions to any Person (other than a direct or indirect wholly owned subsidiary of the Company), and the Company shall not permit any Person (other than a direct or indirect wholly owned subsidiary of the Company) to consolidate with or merge into the Company, unless:

(a) The Company is the surviving corporation (as defined herein) or, in case the Company shall consolidate with or merge into another Person or convey, transfer or lease all or substantially all of its properties and assets to any Person, the Person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer, or which leases, all or substantially all of the properties and assets of the Company shall be a corporation (as so defined) organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia and shall expressly assume, by a supplemental indenture or other documents or instruments as may be executed and delivered to the Trustee and Collateral Agent, in form satisfactory to the Trustee and Collateral Agent, the due and punctual payment of the principal of and any premium and interest on all the Notes and the

performance or observance of every covenant of this Indenture and all obligations under the Security Documents on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture or other document or instrument is required in connection with such transaction, such supplemental indenture and any other documents or instruments as may be executed and delivered to the Trustee and Collateral Agent comply with this Section 8.01 and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation of the Company with, or merger of the Company into, any other Person or any conveyance, transfer or lease of all or substantially all of the properties and assets of the Company and its Subsidiaries in accordance with this Section 8.01, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein, and thereafter, except in the case of a lease, the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Notes.

Section 8.02. Subsidiary Guarantor May Consolidate, Etc., Only on Certain Terms; Successor Substituted.

A Subsidiary Guarantor may not consolidate with or merge into any other Person or convey, transfer or lease all or substantially all of its properties and assets to any other Person (other than the Company or another Subsidiary Guarantor), and a Subsidiary Guarantor may not permit any other Person (other than the Company or another Subsidiary Guarantor) to consolidate with or merge into it, unless:

(a) either (1) the Subsidiary Guarantor is the surviving entity or (2) the Person formed by or surviving any such consolidation or merger (if other than the Subsidiary Guarantor) or to which such conveyance, transfer or lease has been made is an entity organized and validly existing under the laws of the United States, any state thereof or the District of Columbia, expressly assumes, by a supplemental indenture or other documents or instruments as may be executed and delivered to the Trustee, in form satisfactory to the Trustee, all of the Subsidiary Guarantor's obligations under the Note Documents and any conveyance, transfer or lease of all or substantially all of its properties is made subject to any Mortgages securing such properties;

(b) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default shall have happened and be continuing; and

(c) the Company has delivered to the Trustee and the Collateral Agent an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture or other document or instrument is required in

connection with such transaction, that such supplemental indenture and any other documents or instruments as may be executed and delivered to the Trustee and Collateral Agent comply with this Section 8.02 and that all conditions precedent provided for in this Indenture relating to such transaction have been complied with;

provided that this Section 8.02 shall not apply to a transaction that complies with Section 10.11 or to a transaction pursuant to which such Subsidiary Guarantor shall be released from its obligations under its Subsidiary Guarantee and this Indenture in accordance with Section 12.04.

Upon any consolidation of a Subsidiary Guarantor with, or merger of a Subsidiary Guarantor into, any other Person or any conveyance, transfer or lease all or substantially all of the properties and assets of a Subsidiary Guarantor in accordance with this Section 8.02, the successor Person formed by such consolidation or into which such Subsidiary Guarantor is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, such Subsidiary Guarantor under the Note Documents with the same effect as if such successor Person had been named as a Subsidiary Guarantor in this Indenture, and thereafter, except in the case of a lease, the predecessor Subsidiary Guarantor shall be relieved of all obligations and covenants under this Indenture and its Subsidiary Guarantee.

ARTICLE NINE

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders

Without the consent of any Holders, the Company, the Trustee and the Collateral Agent, at any time and from time to time, may amend or supplement this Indenture, the Security Documents, the Intercreditor Agreements, any Guarantee and the Notes, for any of the following purposes:

(a) to evidence the succession of another Person to the Company or a Subsidiary Guarantor and the assumption by any such successor of the covenants of the Company herein and in the Notes, its obligations under the Security Documents or any Intercreditor Agreement or the covenants of such Subsidiary Guarantor herein, in its Subsidiary Guarantee or its obligations under the Security Documents or any Intercreditor Agreement;

(b) to add to the covenants of the Company or any Subsidiary Guarantor for the benefit of the Holders of the Notes or to surrender any right or power herein conferred upon the Company or any Subsidiary Guarantor;

(c) to add any additional Events of Default for the benefit of the Holders of the Notes;

(d) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of the Notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of any Notes in uncertificated form;

(e) to add guarantees of or to secure the Notes or any guarantees thereof, including to add Collateral with respect to any or all of the Notes and/or Guarantees;

(f) to evidence the release of any Subsidiary Guarantor or any guarantor of the Notes in accordance with this Indenture;

(g) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee, a successor Collateral Agent or a successor paying agent with respect to the Notes and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of this Indenture (including Section 6.11 or Section 14.01, as applicable);

(h) to cure any ambiguity, to correct or supplement any provision contained herein or in any indenture supplemental hereto which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture;

(i) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance (whether legal or covenant defeasance) or satisfaction and discharge of the Notes; *provided* that any such action shall not adversely affect the interests of the Holders of the Notes in any material respect;

(j) with respect to the Security Documents, as provided in the relevant Security Document;

(k) to comply with the rules of any applicable Depositary;

(l) to make any other provisions with respect to matters or questions arising under this Indenture, *provided* that such action pursuant to this clause (l) shall not adversely affect the interests of the Holders of Notes in any material respect;

(m) to provide for the succession of any parties to the Security Documents (and any amendments that are administrative or ministerial in nature) in connection with an amendment, renewal, extension, substitution, refinancing, restructuring, replacement, supplement or other modification from time to time that is not prohibited by this Indenture;

(n) to add to or change or eliminate any provision of this Indenture as shall be necessary or desirable to qualify this Indenture under the Trust Indenture Act or in accordance with any amendments to the Trust Indenture Act;

(o) to release any Collateral from the Lien securing the Notes when permitted or required by the Security Documents, the Intercreditor Agreements and/or this Indenture (including pursuant to Section 10.11 and Section 14.04);

(p) to make, complete or confirm any grant of a Lien or security interest in any property or assets as additional Collateral securing the Notes Obligations, including when permitted or required by this Indenture or the Security Documents; or

(q) to execute or amend any Security Document or any Intercreditor Agreement (or any supplement or joinder to any of the foregoing) under circumstances provided in this Indenture or therein.

Section 9.02. With Consent of Holders

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Notes affected, by Act of said Holders delivered to the Company and the Trustee, the Company, the Trustee and Collateral Agent may amend or supplement this Indenture, the Security Documents, the Intercreditor Agreements, any Guarantee and the Notes for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Notes under this Indenture; *provided, however*, that no such amendment or supplement shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) change the Stated Maturity of the principal of, or any installment of principal or interest on, any Note, or reduce the principal amount or the rate or timing of interest thereon, or reduce the amount (including the amount of any premium payable) due upon the redemption thereof, or reduce the amount of the principal of a Note which would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.02, or change the date on which any Note may be subject to redemption, or change any Place of Payment where, or the coin or currency in which, any Note, premium, if any, or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date) *provided, however*, that this clause shall not require the consent of the Holder of each Outstanding Note (and shall only require the consent of Holders of not less than a majority in principal amount of the Outstanding Notes affected) to amend or supplement Section 10.11 (or any definition related thereto);

(b) reduce the percentage in principal amount of the Outstanding Notes, the consent of whose Holders is required for any such amendment or supplement, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture; and

(c) modify any of the provisions of this Section, Section 5.08 or Section 5.13, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby; *provided, however*, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to “the Trustee” or “the Collateral Agent” and concomitant changes in this Section or the deletion of this proviso, in accordance with the requirements of this Indenture (including Section 6.11, Section 14.01 and clause (g) of Section 9.01, as applicable).

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

Section 9.03. Execution of Supplemental Indentures

The Trustee and the Collateral Agent, as applicable, shall sign any amendment, supplement or waiver authorized pursuant to this Article Nine; *provided* that the Trustee and the Collateral Agent may, but shall not be obligated to, enter into any such supplemental indenture which affects their respective rights, duties or immunities under this Indenture or otherwise. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee and the Collateral Agent shall be entitled to receive, and (subject to Section 6.01) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture.

Section 9.04. Effect of Supplemental Indentures

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 9.05. Reference in Notes to Supplemental Indentures

Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Notes.

ARTICLE TEN

COVENANTS

Section 10.01. Payment of Principal, Premium and Interest

The Company covenants and agrees that it will duly and punctually pay the principal of (and premium, if any), and any interest on, the Notes in accordance with the terms of the Notes and this Indenture.

Section 10.02. Maintenance of Office or Agency

The Company will maintain in each Place of Payment for the Notes an office or agency where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands

may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Notes for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

Section 10.03. Money for Notes Payments to Be Held in Trust

If the Company shall at any time act as its own Paying Agent with respect to the Notes, it will, on or before each due date of the principal of (and premium, if any), and any interest on, any of the Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal of (and premium, if any), and any interest, so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for the Notes, it will, prior to each due date of the principal of (and premium, if any), and any interest on, any Notes, deposit with a Paying Agent a sum sufficient to pay the principal of (and premium, if any), and any interest, so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal of (and premium, if any), and interest, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent for the Notes other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will (1) comply with the provisions of the Trust Indenture Act applicable to it as a Paying Agent and (2) during the continuance of any default by the Company (or any other obligor upon the Notes) in the making of any payment in respect of the Notes, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust by such Paying Agent for payment in respect of the Notes.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of (and premium, if any), and any interest on, any Notes and remaining unclaimed for two years after such principal (and premium, if any) and any interest has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter,

as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in an Authorized Newspaper in each Place of Payment, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 10.04. Statement by Officers as to Default

The Company will deliver to the Trustee, within 120 days after the end of each fiscal year of the Company ending after the date hereof, an Officer's Certificate, stating whether or not to the best knowledge of the signers thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

Section 10.05. Existence

Subject to Article Eight, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; *provided, however*, that the Company shall not be required to preserve any such right or franchise if the Board shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company.

Section 10.06. [Reserved].

Section 10.07. Limitations on Incurrence of Debt and Issuance of Preferred Stock.

(a) The Company will not, and will not permit any Subsidiary to, incur any additional Debt if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds therefrom, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis determined in accordance with generally accepted accounting principles is greater than 60% of the sum of (without duplication):

(i) Total Assets as of the end of the fiscal quarter covered by the Company's quarterly or annual financial statements, as the case may be, most recently delivered pursuant to Section 10.10 (such quarter, the "**Latest Completed Fiscal Quarter**") prior to the incurrence of such additional Debt; and

(ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such Latest Completed Fiscal Quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.

“**Adjusted Total Assets**” means the sum of (i) and (ii) above.

(b) The Company will not, and will not permit any Subsidiary to, incur any additional Secured Debt if, immediately after giving effect to the incurrence of such additional Secured Debt and the application of the proceeds therefrom, the aggregate principal amount of all outstanding Secured Debt of the Company and its Subsidiaries on a consolidated basis determined in accordance with generally accepted accounting principles is greater than 50% of Adjusted Total Assets.

(c) The Company will not, and will not permit any Subsidiary to, incur any additional Debt if, immediately after giving effect to the incurrence of such additional Debt and on a pro forma basis, including the application of the proceeds therefrom, the ratio of Consolidated Income Available for Debt Service to Annual Debt Service for the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred is less than 1.25 to 1.0, and calculated on the assumptions that:

(i) such Debt and any other Debt incurred by the Company and its Subsidiaries on a consolidated basis since the first day of such four-quarter period and the application of the proceeds therefrom, including to refinance other Debt, had occurred at the beginning of such period;

(ii) the repayment, retirement or other discharge of any other Debt by the Company and its Subsidiaries on a consolidated basis since the first day of such four-quarter period had occurred at the beginning of such period (except that, in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period);

(iii) in the case of Acquired Debt or Debt incurred in connection with or in contemplation of any acquisition, including any Person becoming a Subsidiary, since the first day of such four-quarter period, the related acquisition had occurred as of the first day of such period with appropriate adjustments with respect to such acquisition being included in such pro forma calculation; and

(iv) in the case of any acquisition or disposition by the Company and its Subsidiaries on a consolidated basis of any asset or group of assets since the first day of such four-quarter period, whether by merger, stock purchase or sale, or asset purchase or sale, such acquisition or disposition or any related repayment of Debt had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition or disposition being included in such pro forma calculation.

If the Debt giving rise to the need to make the foregoing calculation or any other Debt incurred after the first day of the relevant four-quarter period bears interest at a floating interest rate, then, for purposes of calculating the Annual Debt Service, the interest rate on such Debt shall be computed on a pro forma basis as if the average interest rate which would have been in effect during the entirety of such four-quarter period had been the applicable rate for the entirety of such period.

(d) The Company will not permit any Subsidiary Guarantor or any Subsidiary of a Subsidiary Guarantor to incur any Funded Debt or issue any shares of Disqualified Stock or Preferred Stock; *provided* that the foregoing limitations shall not apply to (x) any Permitted Senior Debt or any Debt secured by Permitted Pari Passu Liens, the maturity date (or mandatory redemption date on such Preferred Stock, if applicable) of which is not less than 180 days after the Stated Maturity of the Notes (the “**Inside Maturity Limitation**”), (y) any Debt secured by Permitted Junior Liens, Unsecured Debt and/or Preferred Stock, subject to the Inside Maturity Limitation.

(e) Notwithstanding the limitations contained in paragraphs (a), (b), (c) and (d) of this Section 10.07, the Company and its Subsidiaries may incur:

- (i) Permitted Refinancing Indebtedness;
- (ii) Permitted Senior Debt;
- (iii) Debt in an aggregate principal amount at any time outstanding not in excess of \$30.0 million;
- (iv) any Debt in respect of any bankers’ acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business;
- (v) Debt in existence on the date hereof (other than any Debt under the Credit Agreement), after giving effect to the Plan;
- (vi) Debt with respect to the New Intermediate Holdco 2029 Secured Notes and any guarantee thereof;
- (vii) Debt of Office Properties Income Intermediate Holdco II Trust (or any successor thereto) or any of its Subsidiaries permitted to be incurred under the indenture governing the New Intermediate Holdco 2029 Secured Notes;
- (viii) [Debt of any Subsidiary that (x) is not otherwise issued or guaranteed by the Company or any other Subsidiary, and (y) if secured is secured solely by Property held by such Subsidiary; and]
- (ix) Debt incurred under any CMBS Facility so long as the net cash proceeds of such Debt are substantially applied to redeem an aggregate principal amount of Notes (together with accrued and unpaid interest thereon) equal to such net cash proceeds (“**Permitted CMBS Debt**”).

Section 10.08. [Reserved].

Section 10.09. Limitations on Liens.

The Company will not, and will not cause or permit any of the Subsidiary Guarantors to, create, incur, assume or otherwise cause to exist or become effective any Lien securing Debt upon any Collateral other than Permitted Liens.

Section 10.10. Provision of Financial Information.

(a) The Company shall file, furnish or otherwise publicly report (x) its annual and unaudited quarterly financial statements within (i) in the case of its annual financial statements, 120 days after the end of the fiscal year to which they relate, and (ii) in the case of its quarterly financial statements for each fiscal quarter other than the last fiscal quarter of each fiscal year, 60 days after the end of the fiscal quarter to which they relate, and (y) with respect to the annual financial statements only, a report on the annual financial statements by the Company's independent registered public accounting firm.

(b) The Company shall make available such information and such reports as set forth in clauses (a)-(d) above by posting such information on its website, on Intralinks or any comparable password-protected online data system which shall require a confidentiality acknowledgment, and shall make such information readily available to any Holder, any prospective investor in the Notes; *provided* that the Company shall post such information thereon and make readily available any password or other login information to any such Holder or prospective investor; *provided, further*, that such Holders or prospective investors shall agree to (i) treat all such reports (and the information contained therein) and information as confidential, (ii) not use such reports and the information contained therein for any purpose other than their investment or potential investment in the Notes and (iii) not publicly disclose any such reports (and the information contained therein); *provided further* that (x) the Company may satisfy its obligations under Section 10.10(a) with respect to financial information relating to the Company by furnishing financial information relating to any parent entity instead of the Company so long as, to the extent such information relates to such Person and such Person has material operations, assets or liabilities separate and apart from its ownership of the Company, such information is accompanied by consolidating information, which may be unaudited, that explains in reasonable detail the differences between the information of such Person, on the one hand, and the information relating to the Company and its Subsidiaries on a stand-alone basis, on the other hand, and (y) the Company shall be deemed to have furnished the information referred to in Section 10.10(a) if such reports have been filed with the Commission

(c) The Company shall furnish to prospective investors, upon their request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the Notes are not freely transferable under the Securities Act.

(d) The Trustee shall have no liability or responsibility for the filing, timeliness or content of any such reports, financial statements, documents or information filed by the Company and delivery of such reports, financial statements, documents or information to the Trustee is for informational purposes only and receipt of such shall not constitute constructive notice thereof or any information contained therein.

Section 10.11. Limitation on Collateral Asset Sales; Event of Loss.

(a) The Company shall not, and shall not cause or permit any of the Subsidiary Guarantors to consummate a Collateral Asset Sale unless:

(i) the Company (or the Subsidiary Guarantor, as the case may be) receives consideration (including by way of relief from or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of the Collateral Asset Sale at least equal to the Fair Market Value (determined on the date of contractually agreeing to such sale) of the assets or properties issued or sold or otherwise disposed of; and

(ii) at least 75% of the consideration received in the Collateral Asset Sale by the Company or such Subsidiary Guarantor, as the case may be, is in the form of cash or Cash Equivalents. Notwithstanding the foregoing, the Company or any Subsidiary Guarantor may consummate any Collateral Asset Sale of any Second Lien Collateral that is permitted pursuant to the terms of any Credit Facility secured by a Permitted Senior Lien on such Second Lien Collateral.

(b) Within 365 days after the receipt of any Net Proceeds from a Collateral Asset Sale or an Event of Loss, the Company may apply an amount equal to the Net Proceeds from such Collateral Asset Sale or Event of Loss:

(i) to prepay, repay, redeem or purchase the Notes or other Debt of the Company that ranks *pari passu* in right of payment with the Notes (“**Pari Passu Debt**”) (*provided*, that in the case of any prepayment, repayment, redemption or purchase of Pari Passu Debt, the Company shall equally and ratably reduce Notes via the redemption mechanics in Section 11.01, through open market purchases (to the extent such purchases are at a purchase price at or above 100% of the principal amount thereof, plus accrued and unpaid interest, if applicable), or by making an offer to all Holders to purchase their Notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, it being understood that if such offer is made, the offer amount will be deemed to have been applied in compliance with this Section 10.11(b), regardless of whether such offer is accepted;

(ii) to acquire all or substantially all of the assets of a Person, or a majority of the voting stock of such Person (*provided*, that such assets or voting stock, as the case may be, become Collateral, and such Person, to the extent it becomes a Subsidiary of the Company becomes a Subsidiary Guarantor);

(iii) make capital expenditures, acquire replacement property that will become Collateral, or repair or reconstruct Collateral;

(iv) for working capital purposes and/or payment of ordinary course expenses, including any management fees, payable by the Company or any of its subsidiaries;

(v) to make required amortization payments with respect to [Office Properties Income Intermediate Holdco II Trust’s 8.375% Senior Secured Limited OPI Guaranteed

Notes due 2029] and/or pay the [Support Fee] (as defined in the Plan); *provided, however*, that the aggregate amount of payments applied with respect to this clause (v) shall be no more than \$50 million; or

(vi) a combination of any of the foregoing;

provided, that a binding commitment to apply any Net Proceeds from a Collateral Asset Sale as set forth in clauses (ii) or (iii) of this Section 10.11(b) shall be treated as a permitted application of such Net Proceeds from the date of such commitment so long as the Company enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of the end of such 365-day period (an “**Acceptable Commitment**”); *provided further*, that if any Acceptable Commitment is later cancelled or terminated for any reason before such funds are so applied or to the extent such funds are not so applied within such 180-days, then, to the extent the 365-day period referred to in the first sentence of this clause (b) has lapsed, such unapplied amount shall constitute Excess Proceeds (as defined below).

(c) If the amount of Net Proceeds received from Collateral Asset Sales exceeds the amount invested, expended or applied as provided and within the time periods set forth in Section 10.11(b), such excess amount will be deemed to constitute “**Excess Proceeds**.” No later than the 20th Business Day following the date on which the aggregate amount of Excess Proceeds exceeds \$20.0 million, the Company shall make an offer to all Holders of Notes, and, if required by the terms of any Pari Passu Debt, to the holders of any such Pari Passu Debt (an “**Asset Sale Offer**”), to purchase the maximum aggregate principal amount of the Notes and such Pari Passu Debt (subject to any applicable authorized denomination) that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% (or such equal or lower price as may be required by the agreements governing such Pari Passu Debt) of the principal amount thereof, plus accrued and unpaid interest to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in this Indenture and, in the case of Pari Passu Debt in accordance with the agreements governing such Pari Passu Debt.

(d) To the extent that the aggregate amount of Notes and Pari Passu Debt tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in this Indenture. If the aggregate principal amount of Notes and Pari Passu Debt tendered by such holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and the agent for such Pari Passu Debt, as applicable, shall select such Pari Passu Debt to be purchased by lot, *pro rata* or by any other method customarily authorized by clearing systems (so long as an authorized denomination results therefrom) based on the accreted value or principal amount of the Notes or such Pari Passu Debt tendered. Additionally, the Company may, at its option, make an Asset Sale Offer using funds in an amount equal to the amount of Net Proceeds from any Collateral Asset Sale at any time after consummation of such Collateral Asset Sale; *provided* that such Asset Sale Offer shall be in an aggregate amount of not less than \$10.0 million. Upon completion of any Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(e) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder and all regulatory requirements, in each case to the extent such laws, regulations or regulatory requirements are applicable in

connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations or regulatory requirements conflict with the provisions of this Indenture, the Company will comply with the applicable securities laws and regulations and regulatory requirements and shall be deemed not to have breached its obligations described in this Indenture by virtue thereof.

(f) For the purposes of this Section 10.11 (and no other provision), the following shall be deemed to be cash or Cash Equivalents:

(i) the greater of the principal amount and carrying value of any liabilities (as reflected on the most recent balance sheet of the Company provided hereunder or in the footnotes thereto), or if incurred, accrued or increased subsequent to the date of such balance sheet, such liabilities that would have been reflected on the balance sheet of the Company (or in the footnotes thereto) if such incurrence, accrual or increase had taken place on or prior to the date of such balance sheet, as determined in good faith by the Company, of the Company or any Subsidiary Guarantor, other than liabilities that are by their terms subordinated to the Notes Obligations, that are assumed by the transferee of any such assets (or are otherwise extinguished in connection with the transactions relating to such Collateral Asset Sale) pursuant to a written agreement which releases the Company or such Subsidiary Guarantor from such liabilities; and

(ii) any securities received by the Company or such Subsidiary Guarantor from such transferee that are converted by the Company or such Subsidiary Guarantor into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Collateral Asset Sale.

(g) Notwithstanding anything to the contrary in this Indenture, the Company and its Subsidiaries shall not be required to apply the Net Proceeds from any Collateral Asset Sale or Event of Loss with respect to any Second Lien Collateral pursuant to the provisions of this Section 10.11 in the event, and solely to the extent, that any Permitted Senior Debt secured by such Second Lien Collateral (x) requires the proceeds from such Collateral Asset Sale or Event of Loss to be applied to any such Permitted Senior Debt or (y) is voluntarily redeemed, repurchased, realized or otherwise repaid or prepaid with the proceeds of such Collateral Asset Sale or Event of Loss; *provided, however, that*, after giving effect to any such application, redemption, repurchase, or payment, any remaining Net Proceeds shall be applied pursuant to this Section 10.11.

Section 10.12. Post-Closing Mortgages.

(a) With respect to each First Lien Collateral Property and Credit Facility Property, the Company shall provide to the Collateral Agent, within [45] days after the Issue Date, a Mortgage and any necessary UCC fixture filing in respect thereof, together with:

(i) evidence that (A) counterparts of such Mortgage have been duly executed, acknowledged and delivered and such Mortgage and any corresponding UCC or equivalent fixture filing (if applicable) are in form suitable for filing or recording in all filing or recording offices that are reasonably necessary in order to create a valid and subsisting Lien on such First Lien Collateral Property or Credit Facility Property in favor of the

Collateral Agent for the benefit of the Trustee, the Collateral Agent and the Holders of the Notes each with a secured amount equal to the principal amount of the Notes; *provided, however*, with respect to any First Lien Collateral Property or Credit Facility Property located in a jurisdiction that requires payment of mortgage recording tax (or the equivalent), the Mortgages in such jurisdictions will secure an amount equal to the value of such First Lien Collateral Property or Credit Facility Property, as applicable (as determined by the Company as of the Issue Date), except that, with respect to the Credit Facility Property located in Washington, D.C., the Mortgage will secure an amount equal to \$[3,900,000] (B) such Mortgage and any corresponding UCC or equivalent fixture filings have been duly submitted for recording of filing, as applicable, and (C) all filing and recording taxes and fees have been paid or otherwise provided for; and

(ii) fully paid lender's policies of title insurance in an amount commercially reasonable (as determined by the Company on the Issue Date) issued by a nationally recognized title insurance company in the applicable jurisdiction that is selected by the Company, insuring the relevant Mortgage as having created (x) in the case of each First Lien Collateral Property, a first priority valid and subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage and (y) in the case of each Credit Facility Property, a second priority valid and subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, in each case subject only to Permitted Liens, with such endorsements as are customary and appropriate (as reasonably determined by the Company), which shall include a tie-in endorsement to the extent available on commercially reasonable terms.

Section 10.13. After-Acquired Property.

[To be updated]

ARTICLE ELEVEN

REDEMPTION OF NOTES

Section 11.01. Redemption at the Option of the Company

(a) At any time on or after the date hereof, the Company may redeem at its option (an **"Optional Redemption"**) on any one or more occasions all or a part of the Notes upon not less than 10 nor more than 60 days' notice, at a redemption price of 100% of the principal amount of Notes to be redeemed plus accrued and unpaid interest thereon, if any, to, but not including, the applicable Redemption Date (subject to the right of Holders of the Notes on the relevant Record Date to receive interest due on the relevant interest payment date occurring on or prior to the Redemption Date).

(b) Any redemption and notice of redemption may, at the Company's discretion, be subject to the satisfaction of one more conditions precedent as provided in Section 11.05.

(c) Nothing in this Indenture will limit the Company's or its Affiliates' ability to repurchase or retire Notes other than by redemption, whether by tender offer, exchange offer, open market repurchases, privately negotiated transactions or otherwise.

Section 11.02. Election to Redeem; Notice to Trustee

In case of any redemption at the election of the Company of less than all the Notes, the Company shall, at least 15 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and the principal amount of Notes to be redeemed.

Section 11.03. Mandatory Redemption

The Notes shall not be subject to mandatory redemption or any sinking fund payments.

Section 11.04. Selection by Trustee of Notes to Be Redeemed

If less than all the Notes are to be redeemed, not more than 60 days prior to the Redemption Date, the Trustee shall select the Notes to be redeemed from the Outstanding Notes not previously called for redemption, on a *pro rata* basis, by lot or such other method as the Trustee shall deem appropriate and which may provide for the selection for redemption of a portion of the principal amount of any Note, *provided* that the unredeemed portion of the principal amount of any Note shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Note. If less than all the Notes are to be redeemed, the Notes to be redeemed shall be selected not more than 60 days (subject to Section 11.05) prior to the Redemption Date by the Trustee, from the Outstanding Notes not previously called for redemption in accordance with the preceding sentence.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption as aforesaid and, in case of any Notes selected for partial redemption as aforesaid, the principal amount thereof to be redeemed.

The provisions of the two preceding paragraphs shall not apply with respect to any redemption affecting only a single Note, whether such Note is to be redeemed in whole or in part. In the case of any such redemption in part, the unredeemed portion of the principal amount of the Note shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Note.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Notes shall relate, in the case of any Notes redeemed or to be redeemed only in part, to the portion of the principal amount of such Notes which has been or is to be redeemed.

For so long as the Notes are held by The Depository Trust Company (or another Depository), the redemption of the Notes, including the selection of Notes to be redeemed, shall be done in accordance with the policies and procedures of the Depository.

Section 11.05. Notice of Redemption

Notice of redemption shall be given in the manner provided in Section 1.06 to the Holders of Notes to be redeemed not less than 10 nor more than 60 days prior to the Redemption Date, except that any notice of redemption may be given more than 60 days prior to a Redemption Date if the notice is issued in connection with a Defeasance of Notes pursuant to Article Thirteen hereof or a satisfaction and discharge of this Indenture pursuant to Article Four hereof. In connection with any redemption of Notes, any such redemption may, at the Company's discretion, be subject to satisfaction of one or more conditions precedent. In addition, if such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice may state that, in the Company's discretion, the Redemption Date may be delayed (including more than 60 days after notice is given) until such time as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company in its sole discretion) by the Redemption Date, or by the Redemption Date so delayed.

All notices of redemption shall state:

- (a) the Redemption Date,
- (b) the Redemption Price,
- (c) if less than all the Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any such Notes, the principal amounts) of the Notes to be redeemed and, if less than all the Outstanding Notes are to be redeemed, the principal amount of the Notes to be redeemed,
- (d) that on the Redemption Date the Redemption Price will become due and payable upon the Notes to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date,
- (e) the place or places where such Notes are to be surrendered for payment of the Redemption Price,
- (f) the applicable "ISIN" and/or "CUSIP" numbers, if any, and
- (g) if applicable, that such redemption may be subject to satisfaction of one or more conditions precedent.

A notice of redemption published as contemplated by Section 1.06 need not identify the particular Notes to be redeemed.

Notice of redemption of Notes to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

Section 11.06. Deposit of Redemption Price

On or before 11:00 a.m. Eastern Time on any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent,

segregate and hold in trust as provided in Section 10.03 of this Indenture) an amount of money sufficient to pay the Redemption Price of all the Notes which are to be redeemed on such Redemption Date.

Section 11.07. Notes Payable on Redemption Date

Notice of redemption having been given as aforesaid, the Notes so to be redeemed shall, on the Redemption Date, subject to any applicable conditions precedent, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Notes shall cease to bear interest. Upon surrender of any of the Notes for redemption in accordance with said notice, such Note shall be paid by the Company at the Redemption Price, together with accrued interest, if any, to the Redemption Date; *provided, however*, installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Notes, or one or more Predecessor Notes, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 3.07.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal of and premium (if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Note.

Section 11.08. Notes Redeemed in Part

Any Note which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or the attorney of such Holder duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note without service charge, a new Note or Notes of like tenor, of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

ARTICLE TWELVE

SUBSIDIARY GUARANTEES

Section 12.01. Subsidiary Guarantee.

Subject to this Article Twelve, each of the Subsidiary Guarantors hereby jointly, severally and unconditionally guarantees, on a secured basis, to each Holder of Notes authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company under this Indenture or the Notes, that:

(a) the principal of, premium, if any, and interest on the Notes shall be promptly paid in full when due, whether at Stated Maturity, upon redemption or repurchase, by acceleration or otherwise, and all obligations of the Company to Holders of the Notes or the Trustee under this Indenture or the Notes shall be promptly paid in full or promptly performed, as the case may be,

all in accordance with the terms of this Indenture and the Notes; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, upon redemption or repurchase, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or failing performance of any other obligation so guaranteed for whatever reason, each Subsidiary Guarantor shall be obligated to pay, or to perform or cause the performance of, the same immediately. Each Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

Each of the Subsidiary Guarantors hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions of this Indenture or the Notes, the release of any other Subsidiary Guarantor, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Subsidiary Guarantor. Each Subsidiary Guarantor hereby waives, to the extent permitted by applicable law, diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Subsidiary Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

Unless and until released with respect to any Subsidiary Guarantor in accordance with Section 12.04 of this Indenture, this Subsidiary Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a custodian, trustee, liquidator or other similar official be appointed for all or any part of the Company's assets. If any Holder of the Notes or the Trustee is required by any court or governmental authority or is otherwise required to return to the Company, any Subsidiary Guarantor or any custodian, trustee, liquidator or other similar official acting in relation to the Company or such Subsidiary Guarantor, any amount paid by the Company or such Subsidiary Guarantor to the Trustee or such Holder, the Notes and this Subsidiary Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Subsidiary Guarantor further agrees (to the fullest extent permitted by law) that, as between it, on the one hand, and the Holders of the Notes and the Trustee, on the other, (a) subject to this Article Twelve, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Five of this Indenture, for the purposes of this Subsidiary Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (b) in the event of any acceleration of such obligations as provided in such Article Five, such obligations (whether or not due and payable) shall forthwith become due and payable by the Subsidiary Guarantors for the purpose of this Subsidiary Guarantee.

Section 12.02. Limitation on Subsidiary Guarantor Liability.

Each Subsidiary Guarantor, and by its acceptance of Notes, each Holder of the Notes, hereby confirms that it is the intention of all such parties that the Subsidiary Guarantee of such Subsidiary Guarantor not constitute a fraudulent transfer or conveyance for purposes of

Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar Federal or state law to the extent applicable to any Subsidiary Guarantee. To effectuate the foregoing intention, the Trustee, the Holders of the Notes and the Subsidiary Guarantors hereby irrevocably agree that the obligations of each Subsidiary Guarantor under its Subsidiary Guarantee and this Indenture will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Subsidiary Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Subsidiary Guarantor in respect of the obligations of such other Subsidiary Guarantor under its Subsidiary Guarantee and this Indenture, result in the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee and this Indenture not constituting a fraudulent conveyance or fraudulent transfer under such laws. Each Subsidiary Guarantor that makes a payment under its Subsidiary Guarantee is entitled to a contribution from each other Subsidiary Guarantor in a pro rata amount based on the adjusted net assets of each Subsidiary Guarantor, so long as the exercise of such right does not impair the rights of the Holders of the Notes under this Subsidiary Guarantee.

Section 12.03. Execution and Delivery of Subsidiary Guarantee.

To evidence its Subsidiary Guarantee set forth in Section 12.01 of this Indenture, each Subsidiary Guarantor hereby agrees that this Indenture or a supplemental indenture substantially in the form of Exhibit C attached hereto entered into by such Subsidiary Guarantor, as the case may be, shall be executed on behalf of such Subsidiary Guarantor by an officer or other authorized signatory of such Subsidiary Guarantor.

Each Subsidiary Guarantor hereby agrees that its Subsidiary Guarantee set forth in Section 12.01 of this Indenture shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Subsidiary Guarantee on the Notes.

If an officer or other authorized signatory of any Subsidiary Guarantor whose signature is on this Indenture or a supplemental indenture entered into by such Subsidiary Guarantor, as the case may be, no longer holds that office or is no longer such an authorized signatory at the time the Trustee authenticates any Note, the Subsidiary Guarantee of such Subsidiary Guarantor shall be valid nevertheless with respect to such Note.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Subsidiary Guarantee set forth in this Indenture on behalf of the Subsidiary Guarantors.

Section 12.04. Release of a Subsidiary Guarantor.

The Subsidiary Guarantee of a Subsidiary Guarantor will automatically terminate and be released, all other obligations of such Subsidiary Guarantor under this Indenture will automatically terminate and such Subsidiary Guarantor will be automatically released from its obligations under its Subsidiary Guarantee and its other obligations under this Indenture:

(a) in the event of a sale or other disposition of all or substantially all of the properties or assets of such Subsidiary Guarantor (including by way of merger or consolidation) to a Person

that is not (either before or after giving effect to such transaction) the Company or a Subsidiary, if the sale or other disposition does not violate the provisions of Article Eight of this Indenture;

(b) in the event of a sale or other disposition (including through merger or consolidation) of Capital Stock of such Subsidiary Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Subsidiary and such Subsidiary Guarantor ceases to be a Subsidiary as a result of the sale or other disposition, if the sale or other disposition does not violate the provisions of Section 10.11 of this Indenture;

(c) upon the satisfaction and discharge, Defeasance or Covenant Defeasance of the Notes in accordance with Article Four or Article Thirteen of this Indenture;

(d) upon the liquidation or dissolution of such Subsidiary Guarantor, *provided* (i) no default under this Indenture or Event of Default has occurred that is continuing; and (ii) any First Lien Collateral or Second Lien Collateral owned by such Subsidiary Guarantor is transferred to the Company or another Subsidiary Guarantor and pledged under the Security Documents;

(e) upon the merger of such Subsidiary Guarantor into, or the consolidation of such Subsidiary Guarantor with the Company or another Subsidiary Guarantor;

(f) upon the sale, transfer or other disposition, or First Lien Collateral Property Release or Credit Facility Property Release, as applicable, of all of the First Lien Collateral Properties and Credit Facility Properties, in any case, that are owned directly or indirectly by such Subsidiary Guarantor pursuant to or in compliance with the terms of this Indenture; or

(g) in the event such Subsidiary Guarantor is designated a CMBS Subsidiary in connection with any Permitted CMBS Debt.

Notwithstanding anything to the contrary herein, the Subsidiary Guarantee of any Subsidiary Guarantor shall automatically terminate and be released, all other obligations of such Subsidiary Guarantor under this Indenture shall automatically terminate and such Subsidiary Guarantor shall be automatically released from its obligations under its Subsidiary Guarantee and its other obligations under this Indenture, pursuant to the terms of any applicable Intercreditor Agreement.

At the request of the Company, and upon delivery to the Trustee of an Officer's Certificate and an Opinion of Counsel each stating that all conditions provided for in this Indenture to the release of a Subsidiary Guarantor from its Subsidiary Guarantee have been complied with (provided that the legal counsel delivering such Opinion of Counsel may rely as to matters of fact on one or more Officer's Certificates of the Company), the Trustee shall execute and deliver any appropriate instruments evidencing such release (it being understood that the failure to obtain any such instrument shall not impair any release pursuant to this Section 12.04).

Section 12.05. Benefits Acknowledged.

Each Subsidiary Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and

waivers made by it pursuant to its Subsidiary Guarantee are knowingly made in contemplation of such benefits.

Section 12.06. Waiver of Subrogation.

Until all of the Notes are discharged and paid in full, each Subsidiary Guarantor hereby irrevocably waives and agrees not to exercise any claim or other rights which it may now or hereafter acquire against the Company that arise from the existence, payment, performance or enforcement of the Company's obligations under the Notes or this Indenture and such Subsidiary Guarantor's obligations under this Subsidiary Guarantee and this Indenture, in any such instance including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, and any right to participate in any claim or remedy of the Holders of the Notes against the Company, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other assets or by set off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Subsidiary Guarantor in violation of the preceding sentence and any amounts owing to the Trustee or the Holders of the Notes under the Notes or this Indenture, shall not have been paid in full, such amount shall have been deemed to have been paid to such Subsidiary Guarantor for the benefit of, and held in trust for the benefit of, the Trustee or the Holders of the Notes and shall forthwith be paid to the Trustee for the benefit of itself or such Holders to be credited and applied to the obligations in favor of the Trustee or such Holders, as the case may be, whether matured or unmatured, in accordance with the terms of this Indenture.

Section 12.07. Same Currency; No Set Off.

Each payment to be made by a Subsidiary Guarantor under its Subsidiary Guarantee shall be payable in the currency in which corresponding payment obligations of the Company under the Notes or this Indenture are denominated, and shall be made without set off, counterclaim, reduction or diminution of any kind or nature.

Section 12.08. Guarantee Obligations Continuing.

The obligations of each Subsidiary Guarantor under this Indenture shall be continuing and shall remain in full force and effect until all such obligations have been paid and satisfied in full. Each Subsidiary Guarantor agrees with the Trustee that, to the fullest extent permitted by applicable law, it will from time to time deliver to the Trustee suitable acknowledgments of this continued liability in such form as counsel to the Trustee may reasonably request and as will prevent any action brought against it in respect of any default under this Indenture being barred by any statute of limitations now or hereafter in force and, in the event of the failure of a Subsidiary Guarantor so to do, it hereby irrevocably appoints the Trustee the attorney and agent of such Subsidiary Guarantor to make, execute and deliver such written acknowledgment or acknowledgments or other instruments as may from time to time become necessary or reasonably advisable, in the judgment of the Trustee on the advice of counsel, to fully maintain and keep in force the liability of such Subsidiary Guarantor under this Indenture.

Section 12.09. No Merger or Waiver; Cumulative Remedies.

To the fullest extent permitted by applicable law, no Subsidiary Guarantee shall operate by way of merger of any of the obligations of a Subsidiary Guarantor under any other agreement. To the fullest extent permitted by applicable law, no failure to exercise and no delay in exercising, on the part of the Trustee or the Holders of the Notes, any right, remedy, power or privilege under this Indenture or the Notes, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under this Indenture or the Notes preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. To the fullest extent permitted by applicable law, the rights, remedies, powers and privileges in this Indenture, the Notes and any other document or instrument between a Subsidiary Guarantor and/or the Company and the Trustee and the Holders of the Notes are cumulative and not exclusive of any rights, remedies, powers and privilege provided by law.

Section 12.10. Dealing with the Company and Others.

The Holders and the Trustee, without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of any Subsidiary Guarantor under this Indenture and without the consent of or notice to any Subsidiary Guarantor, may to the fullest extent permitted by applicable law:

- (a) grant time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to the Company or any other Person;
- (b) take or abstain from taking security or collateral from the Company or the Subsidiary Guarantors or from perfecting security or collateral of the Company or the Subsidiary Guarantors;
- (c) release, discharge, compromise, realize, enforce or otherwise deal with or do any act or thing in respect of (with or without consideration) any and all collateral, mortgages or other security given by the Company, the Subsidiary Guarantors or any third party with respect to the obligations or matters contemplated by this Indenture or the Notes;
- (d) accept compromises or arrangements from the Company;
- (e) apply all monies at any time received from the Company or from any security upon such part of the obligations of the Subsidiary Guarantors under Section 12.01 of this Indenture as the Holders may see fit or change any such application in whole or in part from time to time as the Holders may see fit; and
- (f) otherwise deal with, or waive or modify their right to deal with, the Company and all other Persons and any security as the Holders or the Trustee may see fit.

Section 12.11. Enforcement; Expenses.

If any Subsidiary Guarantor defaults in performing any of its obligations under this Indenture, the Trustee may proceed in its name as trustee under this Indenture in the enforcement of such obligations against such Subsidiary Guarantor by any remedy provided by law, whether by legal proceedings or otherwise. Each of the Subsidiary Guarantors, jointly and severally, agree to pay all costs, fees and expenses (including, without limitation, reasonable fees and expenses of

legal counsel) incurred by the Trustee, any Holder of the Notes, or the agent, advisor or counsel of the Trustee or any Holder, in enforcing the performance by any Subsidiary Guarantor of its obligations under this Indenture.

ARTICLE THIRTEEN

DEFEASANCE AND COVENANT DEFEASANCE

Section 13.01. Company's Option to Effect Defeasance or Covenant Defeasance

The Company may, at its option, at any time, elect to have either Section 13.02 or Section 13.03 applied to the Notes upon compliance with the conditions set forth below in this Article.

Section 13.02. Defeasance and Discharge

Upon the Company's exercise under Section 13.01 of a defeasance of the Notes as contemplated by this Section 13.02, the Company shall be deemed to have been discharged from its obligations with respect to such Outstanding Notes on the date the conditions set forth in Section 13.04 are satisfied (hereinafter "**Defeasance**"). For this purpose, such Defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by the Notes and to have satisfied all its other obligations under such Notes and this Indenture insofar as such Notes are concerned (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following, which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of such Notes to receive, solely from the trust fund described in Section 13.04 and as more fully set forth in such Section, payments in respect of the principal of and any premium and interest, if any, on such Notes when such payments are due, (b) the Company's obligations with respect to such Notes under Sections 3.04, 3.05, 3.06, 10.02 and 10.03, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (d) this Article. Subject to compliance with this Article, the Company may exercise its option under this Section 13.02 notwithstanding the prior exercise of its option under Section 13.03.

Section 13.03. Covenant Defeasance

Upon the Company's exercise under Section 13.01 of a defeasance of the Notes as contemplated by this Section 13.03, (a) the Company shall be released from its obligations with respect to such Notes under Section 8.01, Section 8.02, Section 10.05, Section 10.07, Section 10.08, Section 10.09, Section 10.10, Section 10.11, Section 10.12 and Section 10.13 and any covenants provided pursuant to clause (b) of Section 9.01 for the benefit of the Holders of such Notes and (b) the occurrence of any event specified in clause (d) of Section 5.01 (with respect to any of Section 8.01, Section 8.02, Section 10.05, Section 10.07, Section 10.08, Section 10.09, Section 10.10, Section 10.11, Section 10.12 and Section 10.13 or clause (b) of Section 9.01) shall not be deemed to be an Event of Default on and after the date the conditions set forth in Section 13.04 are satisfied (hereinafter "**Covenant Defeasance**"). For this purpose, such Covenant Defeasance means that, with respect to such Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such Section or Article, whether directly or indirectly by reason of any reference elsewhere herein to any such

Section or Article or by reason of any reference in any such Section or Article to any other provision herein or in any other document, but the remainder of this Indenture and such Notes shall be unaffected thereby.

Section 13.04. Conditions to Defeasance or Covenant Defeasance

The following shall be the conditions to the application of either a Defeasance or Covenant Defeasance, as applicable, to the Notes, as the case may be:

(a) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or a successor trustee which satisfies the requirements contemplated by Section 6.09 and agrees to comply with the provisions of this Article applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Notes, (i) money in an amount, or (ii) Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (iii) a combination thereof, in each case sufficient to pay and discharge, and which shall be applied by the Trustee (or any such other qualifying trustee) to pay and discharge, the principal of (and premium, if any) and interest on, such Notes on the respective Stated Maturities or the applicable Redemption Date, in accordance with the terms of this Indenture and the Notes; *provided* that with respect to a Redemption Date, if all or a portion of the Redemption Price is based on or consists of a redemption premium that is required to be calculated based on a treasury rate or other floating or adjustable rate a specified number of days prior to such Redemption Date, the amount deposited shall be sufficient for purposes of the immediately preceding sentence to the extent that the Redemption Price so deposited is calculated using an amount equal to such premium computed using such treasury rate or other floating or adjustable rate as of such specified number of days preceding the date of such deposit. As used herein, “**Government Obligations**” means, with respect to the Notes, securities that are (x) direct obligations of the government that issued the currency in which such Note is denominated (or, if such Note is denominated in euros, the direct obligations of any government that is a member of the European Monetary Union) for the payment of which such government’s full faith and credit is pledged or (y) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of such government the payment of which is unconditionally guaranteed as a full faith and credit obligation by such government, which, in either case, are not callable or redeemable at the option of the issuer thereof and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any Government Obligation where the relevant government is the United States of America or a specific payment of principal of or interest on any such Government Obligation held by such custodian for the account of the holder of such depository receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of such Government Obligation or the specific payment of principal of or interest on such Government Obligation evidenced by such depository receipt.

(b) In the event of an election to have a Defeasance apply to the Notes, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (ii) since the date of

this Indenture, there has been a change in the applicable Federal income tax law, in either case (i) or (ii) to the effect that the Holders of the Outstanding Notes will not recognize gain or loss for Federal income tax purposes as a result of such deposit, Defeasance and discharge and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit, Defeasance and discharge had not occurred.

(c) In the event of an election to have a Covenant Defeasance apply to the Notes, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of the Outstanding Notes will not recognize gain or loss for Federal income tax purposes as a result of such deposit and Covenant Defeasance and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and Covenant Defeasance had not occurred.

(d) No Event of Default with respect to the Notes shall have occurred and be continuing at the time of such deposit (other than an Event of Default resulting from transactions occurring contemporaneously with the borrowing of funds, or the borrowing of funds, to be applied to such deposit or other indebtedness which is being repaid, repurchased, redeemed, defeased (whether legal or covenant defeasance) or discharged, and, in each case, the granting of liens in connection therewith).

(e) Such Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture or any agreement or instrument governing any other indebtedness which is being repaid, repurchased, redeemed, defeased (whether legal or covenant defeasance) or discharged) to which the Company is a party or by which the Company is bound.

(f) The Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent to the Defeasance or the Covenant Defeasance have been satisfied.

The Defeasance or Covenant Defeasance will be effective on the day on which all of the applicable conditions above have been satisfied.

Upon satisfaction of such conditions, the Trustee shall, upon written request, execute proper instrument(s) acknowledging such Defeasance or Covenant Defeasance, as the case may be.

Section 13.05. Deposited Money and Government Obligations to Be Held in Trust; Miscellaneous Provisions

Subject to the provisions of the last paragraph of Section 10.03, all money and Government Obligations (including the proceeds thereof) deposited with the Trustee or other qualifying trustee (solely for purposes of this Section and Section 13.06, the Trustee and any such other trustee are referred to collectively, for purposes of this Section 13.05, as the “**Trustee**”) pursuant to Section 13.04 in respect of any Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any such Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Notes, of all sums due and to become due thereon in respect of

principal and premium (if any) and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 13.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Outstanding Notes.

Anything in this Article Thirteen to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon Company Request any money or Government Obligations held by it as provided in Section 13.04 hereof which, in the opinion or based on a report or certificate of a nationally recognized firm of independent public accountants, investment bank or appraisal firm expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect an equivalent Defeasance or Covenant Defeasance, as the case may be.

Section 13.06. Reinstatement

If the Trustee or the Paying Agent is unable to apply any money in accordance with Section 13.02 or 13.03 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to this Article Thirteen until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 13.02 or 13.03; *provided, however*, that if the Company makes any payment of principal of (and premium, if any), and any interest on, any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of the Notes to receive such payment from the money held by the Trustee or the Paying Agent.

ARTICLE FOURTEEN

COLLATERAL AND SECURITY

Section 14.01. The Collateral Agent.

(a) By accepting a Note, each Holder will be deemed to have irrevocably appointed the Collateral Agent to act as collateral agent under the applicable Security Documents and any Intercreditor Agreement and irrevocably authorized the Collateral Agent to (i) perform the duties and exercise the rights and powers that are specifically given to it under the Security Documents, any Intercreditor Agreement and any other documents to which it is a party, together with any other incidental rights and powers, and (ii) execute each document to be executed by the Collateral Agent on its behalf, any Security Document, any Intercreditor Agreement and all other instruments relating to any such Security Document or Intercreditor Agreement. The Holders may not, individually or collectively, take any direct action to enforce the Security Documents or Intercreditor Agreements. The Collateral Agent will have no duties or obligations with respect to the Collateral except those expressly set forth hereunder or in the applicable Security Documents

and Intercreditor Agreements and no implied covenants or obligations shall be read into such documents against the Collateral Agent. The Collateral Agent will not be liable for any action taken or not taken by it in the absence of its own gross negligence, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final and non-appealable decision). The Collateral Agent will be entitled to rely upon, and will not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it in good faith to be genuine and to have been signed or sent by the proper person. The Collateral Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and will not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Without limiting the generality of the foregoing, the Collateral Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers and shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any Security Document, Intercreditor Agreement or applicable law;

(iii) shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any Affiliate if the Company that is communicated to or obtained by the Person serving as a Collateral Agent or any of its Affiliates in any capacity;

(iv) shall not be liable for any action taken or not taken by it (i) in the absence of its own gross negligence, willful misconduct or bad faith (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (ii) in reliance on an Officer's Certificate of the Company stating that such action is permitted by the terms of this Indenture. The Collateral Agent shall be deemed not to have knowledge of any Event of Default hereunder unless and until written notice describing such Event of Default is received by such Collateral Agent from the Trustee or the Company; and

(v) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Security Document or Intercreditor Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Security Document or Intercreditor Agreement or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by any Security Document or Intercreditor Agreement, (v) the existence, value or the sufficiency of any Collateral for any Notes Obligations, or (vi) the satisfaction of any condition set forth in any operative agreements governing Notes Obligations, any Security Document or any Intercreditor Agreement, other than to confirm receipt of items expressly required to be delivered to such Collateral Agent.

The use of the term “agent” herein with reference to a Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law other than as a “representative” as such term is used in Section 9-102(a)(72)(E) of the UCC.

BY ACCEPTING A NOTE EACH HOLDER WILL BE DEEMED TO HAVE IRREVOCABLY AGREED TO THE FOREGOING PROVISIONS OF THIS SECTION 14.01(a) AND SHALL BE BOUND BY THOSE AGREEMENTS TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) The Collateral Agent shall be subject to such directions as may be properly given in accordance with this Indenture, the Security Documents and the Intercreditor Agreements. Except as expressly required by this Indenture, the Security Documents and the Intercreditor Agreements or otherwise in compliance with the prior sentence, the Collateral Agent shall not be obligated:

- (i) to act upon directions purported to be delivered to it by any other Person;
- (ii) to foreclose upon or otherwise enforce any Lien securing the Notes or any of the Guarantees; or
- (iii) to take any other action whatsoever with regard to any or all of (w) the Liens securing the Notes, (x) the Guarantees, (y) the Security Documents or (z) the Intercreditor Agreements, or with regard to the Collateral.

(c) The Collateral Agent may perform any and all of its duties and exercise its rights and powers by or through, and is authorized and empowered to appoint, one or more co-agents or sub-agents or attorneys-in-fact as it deems necessary or appropriate in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

(d) Subject to the appointment and acceptance of a successor Collateral Agent as provided below, the Collateral Agent may resign at any time by notifying the Company and the Trustee. Upon any such resignation, the Company shall have the right to appoint a successor; *provided that*, during the existence and continuation of an Event of Default pursuant to clause Section 5.01(a), (b), (e) or (f) hereof, the Holders of a majority in principal amount of the Notes shall have the right to appoint a successor. If no successor shall have been so appointed by the Company (or, if applicable, the Holders of a majority in principal amount of the Notes) and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then such retiring Collateral Agent may, on behalf of the Holders and the Trustee, petition at the expense of the Company a court of competent jurisdiction to appoint a successor Collateral Agent. Upon the acceptance of its appointment as a Collateral Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Company to a successor Collateral Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After a Collateral Agent’s resignation hereunder, the

provisions of this Article Fourteen and Article Six hereof shall continue in effect for the benefit of such retiring Collateral Agent, its sub-agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while acting as Collateral Agent.

(e) The benefits, protections and indemnities of the Trustee in Sections 6.03 and 6.07 hereof shall apply *mutatis mutandi* to the Collateral Agent in its capacity as such, including, without limitation, the rights to receive and rely on Officer's Certificates and Opinions of Counsel, reimbursement and indemnification; *provided* that the applicable standard of care of the Collateral Agent with respect to Sections 6.03 and 6.07 hereof shall be gross negligence, willful misconduct and bad faith.

(f) Each Holder, by its acceptance of any Notes, is deemed to have consented and agreed to the terms of each Security Document and Intercreditor Agreement, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of this Indenture; and authorizes and empowers the Trustee to bind the Holders as set forth in the applicable Security Documents and Intercreditor Agreements, if any, to which they are a party and to perform its obligations and exercise its rights and powers thereunder. Notwithstanding the foregoing, no such consent or deemed consent shall be deemed or construed to represent an amendment or waiver, in whole or in part, of any provision of this Indenture or the Notes.

(g) Neither the Trustee nor the Collateral Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Company or any grantor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

(h) Beyond the exercise of reasonable care in the custody thereof, neither the Trustee nor the Collateral Agent shall have any duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and neither the Trustee nor the Collateral Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. Each of the Trustee and the Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Trustee or the Collateral Agent in good faith.

(i) Neither the Trustee nor the Collateral Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Company to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. The

Trustee and the Collateral Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Indenture, the Security Documents or the Intercreditor Agreements by the Company or the Subsidiary Guarantors.

(j) Notwithstanding any other provision hereof, neither the Collateral Agent nor the Trustee shall have any duties or obligations hereunder or under any Security Document or Intercreditor Agreement except those expressly set forth herein or therein. Without limiting the generality of the foregoing, in the event that the Collateral Agent or the Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any fiduciary or trust obligation for the benefit of another, which in the Collateral Agent's or the Trustee's sole discretion may cause it to be considered an "owner or operator" under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., or otherwise cause it to incur liability under CERCLA or any other federal, state or local law, the Collateral Agent and the Trustee each reserve the right, instead of taking such action, to either resign or arrange for the transfer of the title or control of the asset to a court-appointed receiver. Neither the Collateral Agent nor the Trustee shall be liable to any person for any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Collateral Agent's actions and conduct as authorized, empowered and directed hereunder or relating to the discharge, release or threatened release of hazardous materials into the environment. If at any time it is necessary or advisable for the Collateral to be possessed, owned, operated or managed by any person other than the grantor, the majority of the Holders shall direct the Collateral Agent or Trustee, as applicable, to appoint an appropriately qualified person who they shall designate to possess, own, operate or manage, as the case may be, the Collateral.

(k) For the avoidance of doubt, the Trustee and the Collateral Agent shall act only within the United States, and shall not be subject to any foreign law, be required to act in any jurisdiction located outside the United States or be required to execute any foreign law governed document.

(l) Notwithstanding anything to the contrary set forth herein, the Trustee and/or the Collateral Agent, as applicable, are hereby authorized and directed to, and hereby agree to, whether on or after the Issue Date:

(i) enter into and/or join the Security Documents to which it is contemplated to be a party (and any joinders, supplements or amendments thereto contemplated hereby),

(ii) enter into and/or join any Acceptable Junior Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby),

(iii) enter into and/or join any Acceptable Pari Passu Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby),

(iv) enter into and/or join any Acceptable Senior Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby),

(v) enter into and/or join the Credit Facility First Lien/Second Lien Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby),

(vi) enter into and/or join the Pari Passu Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby),

(vii) make any representations of the Holders set forth in the Security Documents, the Credit Facility First Lien/Second Lien Intercreditor Agreement, the Pari Passu Intercreditor Agreement, any Acceptable Junior Intercreditor Agreement, any Acceptable Pari Passu Intercreditor Agreement and/or any Acceptable Senior Intercreditor Agreement,

(viii) bind the Holders on the terms as set forth in the Security Documents, the Credit Facility First Lien/Second Lien Intercreditor Agreement, the Pari Passu Intercreditor Agreement, any Acceptable Junior Intercreditor Agreement, any Acceptable Pari Passu Intercreditor Agreement and/or any Acceptable Senior Intercreditor Agreement and

(ix) perform and observe its obligations under the Security Documents, the Credit Facility First Lien/Second Lien Intercreditor Agreement, the Pari Passu Intercreditor Agreement, any Acceptable Junior Intercreditor Agreement, any Acceptable Pari Passu Intercreditor Agreement and/or any Acceptable Senior Intercreditor Agreement.

The entry and/or joinder of the Trustee and/or the Collateral Agent to any Security Document, Acceptable Junior Intercreditor Agreement, Acceptable Pari Passu Intercreditor Agreement, Acceptable Senior Intercreditor Agreement, the Pari Passu Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby) and/or the Credit Facility First Lien/Second Lien Intercreditor Agreement (and any joinders, supplements or amendments thereto contemplated hereby) shall be at the direction and expense of the Company and, upon request by the Trustee and/or the Collateral Agent, as applicable, shall be accompanied by an Officer's Certificate stating that the execution is authorized or permitted pursuant to this Indenture (it being understood that, upon delivery of such direction, Officer's Certificate, the Trustee and/or the Collateral Agent, as applicable, shall enter into such agreements); *provided* that this Indenture shall constitute such direction with respect to the entry into the Pledge Agreement, the Pari Passu Intercreditor Agreement and, the joinder to the Credit Facility First Lien/Second Lien Intercreditor Agreement by the Trustee and the Collateral Agent, as applicable, on the Issue Date and neither an Officer's Certificate nor an Opinion of Counsel shall be required in connection with the entry into the Pledge Agreement, the Pari Passu Intercreditor Agreement and the joinder to the Credit Facility First Lien/Second Lien Intercreditor Agreement by the Trustee or the Collateral Agent, as applicable, on the Issue Date.

(m) Notwithstanding anything to the contrary herein, no inaccuracy or breach, as applicable, of any representation, warranty or covenant in this Indenture, the Notes, any Security Document or any Intercreditor Agreement relating to the grant, validity, enforceability, perfection or priority of any security interest shall occur, and no default or Event of Default or other breach of the terms hereof or thereunder shall occur, in either case, as a result of the collateral agent and intercreditor arrangements described in this Article Fourteen or in any Intercreditor Agreement.

Section 14.02. Acceptance of Security Documents and Intercreditor Agreements.

The Trustee and each Holder, by accepting any Notes and the Subsidiary Guarantees, acknowledges that, as more fully set forth in the Security Documents and Intercreditor Agreements, the Collateral as now or hereafter constituted shall be for the benefit of all the Holders, the Collateral Agent and the Trustee, and that the Lien granted in the Security Documents relating to the Notes in respect of the Trustee, the Collateral Agent and the Holders is subject to and qualified and limited in all respects by the Security Documents and Intercreditor Agreements and actions that may be taken thereunder.

Section 14.03. Further Assurances.

Subject to the Intercreditor Agreements, the Company and each Subsidiary Guarantor shall, and shall cause each Subsidiary that is a Subsidiary Guarantor to, execute and deliver, or cause to be executed and delivered, to the Trustee any and all such documents, agreements, instruments, certificates, notices and acknowledgments, and shall take or cause to be taken such further actions (including the filing and recording of financing statements and/or amendments thereto and other documents and such other actions or deliveries of the type described under this Article Fourteen or the Security Documents (including certificates and corporate and organizational documents)), which may be required by law or which the Trustee may (without obligation to do so), from time to time, reasonably request to carry out the terms and conditions of this Indenture and the Security Documents and to ensure the creation, perfection and priority of the Liens created or intended to be created by the Security Documents, in each case, subject to the Security Documents, all at the expense of the Company.

The Company and each Subsidiary Guarantor will (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Security Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, certificates, assurances and other instruments as may be required from time to time in order to carry out more effectively the purposes of the Security Documents.

The due and punctual payment of the principal, premium (if any) and interest on the Notes when and as the same shall be due and payable, whether on an Interest Payment Date or at Maturity, and Defaulted Interest and the performance of all other Notes Obligations of the Company and the Subsidiary Guarantors to the Holders, the Trustee or the Collateral Agent under this Indenture, the Notes, the Guarantees and the Security Documents, according to the terms hereunder or thereunder, shall be secured as provided in the Security Documents, which define the terms of the Liens that secure the Notes Obligations, subject to the terms of the Intercreditor Agreements. The Trustee, the Collateral Agent, the Company and the Subsidiary Guarantors hereby acknowledge and agree that, subject to the terms of the Intercreditor Agreements and as further set forth in this Article Fourteen, the Collateral Agent will hold the Collateral for the benefit of the Holders, the Trustee and the Collateral Agent and certain other secured parties pursuant to the terms of the Security Documents.

For the avoidance of doubt, neither the Company nor its Subsidiaries will be required to provide security interests in any of their assets or properties (other than the Collateral), including, without limitation, with respect to any additional collateral that secures any Credit Facility.

Section 14.04. Release of Liens.

The release of the Liens over the property or assets constituting Collateral securing the Notes and the Guarantees of the Subsidiary Guarantors will automatically and unconditionally occur upon any one or more of the following circumstances:

(a) as to all Collateral, upon payment in full of the principal of (and premium, if any), plus accrued and unpaid interest, if any, on the Notes and all other obligations in respect of the Notes under this Indenture, the Guarantees and the Security Documents that are due and payable at or prior to the time such principal (and premium, if any) plus accrued and unpaid interest, if any, is paid;

(b) as to any Collateral, upon consummation of the sale, transfer or other disposition of such Collateral by the Company or a Subsidiary Guarantor to any Person other than the Company or a Subsidiary of the Company, to the extent such sale, transfer or other disposition is not prohibited under this Indenture, including, without limitation, in connection with a permitted Collateral Asset Sale pursuant to Section 10.11;

(c) as to any First Lien Collateral Property, upon consummation of an Optional Redemption pursuant to Section 11.01 of an aggregate principal amount of Notes equal to the greater of (x) 100% of the value of such First Lien Collateral Property (as of the Issue Date as determined by the Company) and (y) 100% of the “as-is” market value of such First Lien Collateral Property as reflected in a Qualified Appraisal obtained within six months prior to such redemption date, that the Company requests to be released from the Liens securing the Notes Obligations pursuant to a Company Order delivered to the Trustee and Collateral Agent (a “**First Lien Collateral Property Release**”);

(d) as to any Credit Facility Property that is not subject to any Permitted Senior Lien, upon consummation of an Optional Redemption pursuant to Section 11.01 of an aggregate principal amount of Notes equal to the greater of (x) 100% of the value of such Credit Facility Property (as of the Issue Date as determined by the Company) and (y) 100% of the “as-is” market value of such Credit Facility Property as reflected in a Qualified Appraisal obtained within six months prior to such redemption date, that the Company requests to be released from the Liens securing the Notes Obligations pursuant to a Company Order delivered to the Trustee and Collateral Agent (a “**Credit Facility Property Release**”);

(e) [reserved];

(f) in the case of a Subsidiary Guarantor that is released from its Subsidiary Guarantee pursuant to the terms of this Indenture, with respect to the Collateral provided by such Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Subsidiary Guarantee;

(g) with respect to any Collateral that is Capital Stock, upon the dissolution or liquidation of the issuer of that Capital Stock that is not prohibited by this Indenture;

(h) as to all or substantially all Collateral, with the consent of 100% of Holders of the Notes then Outstanding; otherwise, as to any Collateral, with the consent of Holders of a majority of the aggregate principal amount of the Notes then Outstanding; or

(i) as to all Collateral, in whole, upon Defeasance or Covenant Defeasance as provided under Article Thirteen or satisfaction and discharge of this Indenture as provided under Article Four.

Notwithstanding anything to the contrary herein, the security interests in all Collateral securing the Notes and the Subsidiary Guarantees shall automatically and unconditionally be released pursuant to the terms of any applicable Intercreditor Agreement.

In connection with the release of any Lien, the Trustee and/or the Collateral Agent shall, upon the request of and at the sole cost and expense of the Company, execute such documents or instruments, including but not limited to, the delivery of mortgage terminations and any documents related thereto, to evidence, and shall do or cause to be done all other acts reasonably necessary to effect, the release and discharge of any Liens permitted to be released pursuant to this Indenture, the Security Documents or any applicable Intercreditor Agreement. In the event that the Trustee or the Collateral Agent is requested by the Company to execute any necessary or proper instrument or document to evidence or acknowledge the release, satisfaction or termination of any Lien securing the Notes Obligations, the Trustee or the Collateral Agent, as applicable, shall be entitled to receive an Officer's Certificate stating that all conditions precedent under this Indenture and the Security Documents to such release have been complied with and that it is permitted for the Trustee and/or the Collateral Agent to execute and deliver the instruments or documents requested by the Company in connection with such release. Any such instrument or document shall be prepared by the Company. Neither the Trustee nor the Collateral Agent shall be liable for any such release undertaken in reliance upon any such Officer's Certificate, and notwithstanding any term hereof or in any Security Document to the contrary, neither the Trustee nor the Collateral Agent shall be under any obligation to release any such Lien, or execute and deliver any such instrument or document of release, satisfaction or termination with respect thereto, unless and until it receives such Officer's Certificate.

Section 14.05. Compensation and Indemnification.

Without duplication of any amounts owing under Section 6.07 hereof, the Collateral Agent shall be entitled to the compensation and indemnification set forth in Section 6.07 hereof (with the references to the Trustee therein being deemed to refer to the Collateral Agent and references to this Indenture therein being deemed to refer to this Indenture, the Security Documents and the Intercreditor Agreements) and subject to Section 14.01(e) hereof.

Section 14.06. Intercreditor Agreements.

Notwithstanding anything to the contrary herein, the terms of this Indenture are subject to the terms of any Intercreditor Agreement entered into in accordance with this Indenture, and neither the Company nor any Subsidiary Guarantor shall be required pursuant to this Indenture to take any action limited by the foregoing. In the event of any conflict between the terms of any

Intercreditor Agreement, on the one hand, and the terms of this Indenture, on the other hand, the terms of such Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the day and year first above written.

Company:

OFFICE PROPERTIES INCOME TRUST

By: _____
Name:
Title:

Subsidiary Guarantors:

[•]

By: _____
Name:
Title:

[•], as **Trustee and Collateral Agent**

By: _____
Name:
Title:

Appendix A

PROVISIONS RELATING TO THE NOTES

Section 1.1 Definitions.

(a) Capitalized Terms.

Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Indenture. The following capitalized terms have the following meanings:

“Applicable Procedures” means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Global Note, Euroclear or Clearstream, in each case to the extent applicable to such transaction and as in effect from time to time.

“Clearstream” means Clearstream Banking, Société Anonyme, or any successor securities clearing agency.

“Definitive Note” means a certificated Note bearing, if required, the applicable restricted securities legend set forth in Section 2.2(e) of this Appendix A.

“Distribution Compliance Period,” with respect to any Note, means the period of forty (40) consecutive days beginning on and including the later of (a) the day on which such Note is first offered to persons other than distributors (as defined in Regulation S) in reliance on Regulation S, notice of which day shall be promptly given by the Company to the Trustee, and (b) the date of issuance with respect to such Note or any predecessor of such Note.

“Euroclear” means Euroclear Bank S.A./N.V., as operator of Euroclear System or any successor securities clearing agency.

“IAI” means an institution that is an “accredited investor” as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act and is not a QIB.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“Regulation S” means Regulation S promulgated under the Securities Act.

“Rule 144” means Rule 144 promulgated under the Securities Act.

“Rule 144A” means Rule 144A promulgated under the Securities Act.

“Transfer Restricted Notes” means Definitive Notes and any other Notes that bear or are required to bear the legend set forth in Section 2.2(e)(i) of this Appendix A.

“U.S. person” means a “U.S. person” as defined in Regulation S.

“Unrestricted Global Note” means any Note in global form that does not bear or is not required to bear the Restricted Notes Legend.

(b) Other Definitions.

<u>Term:</u>	<u>Defined in Section:</u>
“Agent Members”	2.1(c)
“Definitive Notes Legend”	2.2(e)
“Global Note”	2.1(b)
“Global Notes Legend”	2.2(e)
“IAI Global Note”	2.1(b)
“IAI Notes”	2.1(a)
“OID Notes Legend”	2.2(e)
“Regulation S Global Note”	2.1(b)
“Regulation S Notes”	2.1(a)
“Restricted Notes Legend”	2.2(e)
“Rule 144A Global Note”	2.1(b)
“Rule 144A Notes”	2.1(a)

Section 2.1 Form and Dating.

(a) Unless registered or exempt from registration under the Securities Act, the Initial Notes will be resold, initially only to QIBs in reliance on Rule 144A (“**Rule 144A Notes**”), to institutions which are an “accredited investor” within the meaning of subparagraphs (a)(1), (2), (3) or (7) of Rule 501 under the Securities Act (“**IAI Notes**”) and to non-U.S. persons in reliance on Regulation S (“**Regulation S Notes**”). Notes so issued may thereafter be transferred to, among others, QIBs, institutional “accredited investors” and purchasers in reliance on Regulation S, subject to the restrictions on transfers set forth herein.

(b) Global Notes. Each series of IAI Notes shall be issued initially in the form of one or more global IAI Global Notes (the “**IAI Global Note**”), Regulation S Notes shall be issued initially in the form of one or more global Regulation S Global Notes (the “**Regulation S Global Note**”) and Rule 144A Notes shall be issued initially in the form of one or more permanent global notes in fully registered form (the “**Rule 144A Global Note**”), in each case without interest coupons and bearing the Global Notes Legend and Restricted Notes Legend, and shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Company and authenticated by the Trustee as provided in this Indenture. The IAI Global Note, Rule 144A Global Note and Regulation S Global Note is each referred to herein as a “**Global Note**” and are collectively referred to herein as “**Global Notes**.” Each Global Note shall represent such of the outstanding Notes as shall be specified in the “Schedule of Exchanges of Interests in the Global Note” attached thereto and each shall provide that it shall represent the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 3.05 of the Indenture and Section 2.2(c) of this Appendix A.

(c) Book-Entry Provisions. This Section 2.1(c) shall apply only to a Global Note deposited with or on behalf of the Depositary.

The Company shall execute and the Trustee shall, in accordance with this Section 2.1(c) and Section 3.01 or Section 3.03, as applicable, of the Indenture and pursuant to an order of the Company signed by one Officer of the Company, authenticate and deliver initially one or more Global Notes that (i) shall be registered in the name of the Depositary for such Global Note or Global Notes or the nominee of such Depositary and (ii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions or held by the Trustee as Custodian.

Members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary or by the Trustee as Custodian or under such Global Note, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Note. The registered Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(d) Definitive Notes. Except as provided in Section 2.2 or Section 2.3 of this Appendix A, owners of beneficial interests in Global Notes shall not be entitled to receive physical delivery of Definitive Notes.

Section 2.2 Transfer and Exchange.

(a) Transfer and Exchange of Definitive Notes for Definitive Notes. When Definitive Notes are presented to the Security Registrar with a request:

- (i) to register the transfer of such Definitive Notes; or
- (ii) to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations,

the Security Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however*, that the Definitive Notes surrendered for transfer or exchange:

(A) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his or her attorney duly authorized in writing; and

(B) in the case of Transfer Restricted Notes, they are being transferred or exchanged pursuant to an effective registration statement under the Securities

Act or pursuant to Section 2.2(b) of this Appendix A or otherwise in accordance with the Restricted Notes Legend, and are accompanied by a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto.

(b) Restrictions on Transfer of a Definitive Note for a Beneficial Interest in a Global Note. A Definitive Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Note, duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, together with:

(i) a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto; and

(ii) written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

the Trustee shall cancel such Definitive Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Definitive Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Definitive Note so canceled. If the applicable Global Note is not then outstanding, the Company shall issue and the Trustee shall authenticate, upon a Company Order, a new applicable Global Note in the appropriate principal amount.

(c) Transfer and Exchange of Global Notes.

(i) The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depositary, in accordance with this Indenture (including applicable restrictions on transfer set forth in Section 2.2(d) of this Appendix A, if any) and the procedures of the Depositary therefor. A transferor of a beneficial interest in a Global Note shall deliver to the Security Registrar a written order given in accordance with the Depositary's procedures containing information regarding the participant account of the Depositary to be credited with a beneficial interest in such Global Note, or another Global Note and such account shall be credited in accordance with such order with a beneficial interest in the applicable Global Note and the account of the Person making the transfer shall be debited by an amount equal to the beneficial interest in the Global Note being transferred.

(ii) If the proposed transfer is a transfer of a beneficial interest in one Global Note to a beneficial interest in another Global Note, the Security Registrar shall reflect on its books and records the date and an increase in the principal amount of the Global Note to which such interest is being transferred in an amount equal to the principal amount of the interest to be so transferred, and the Security Registrar shall reflect on its books and records the date and a corresponding decrease in the principal amount of the Global Note from which such interest is being transferred.

(iii) Notwithstanding any other provisions of this Appendix A (other than the provisions of Section 2.3 of this Appendix A), a Global Note may not be transferred except as a whole and not in part if the transfer is by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(d) Restrictions on Transfer of Global Notes; Voluntary Exchange of Interests in Transfer Restricted Global Notes for Interests in Unrestricted Global Notes.

(i) Transfers by an owner of a beneficial interest in an IAI Global Note or a Rule 144A Global Note to a transferee who takes delivery of such interest through another Transfer Restricted Global Note shall be made in accordance with the Applicable Procedures and the Restricted Notes Legend and only upon receipt by the Trustee of a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto. In addition, in the case of a transfer of a beneficial interest in a Regulation S Global Note, or a Rule 144A Global Note for an interest in an IAI Global Note, the transferee must furnish a signed letter substantially in the form of Exhibit B to the Trustee.

(ii) Prior to the expiration of the applicable Distribution Compliance Period, (A) each Regulation S Global Note shall be a temporary global security for purposes of Rules 903 and 904 under the Securities Act, whether or not designated as such on the face of such Note, and (B) beneficial ownership interests in such Regulation S Global Note may only be held through Euroclear or Clearstream. During the applicable Distribution Compliance Period, beneficial ownership interests in a Regulation S Global Note may only be sold, pledged or transferred through Euroclear or Clearstream in accordance with the Applicable Procedures, the Restricted Notes Legend on such Regulation S Global Note and any applicable securities laws of any state of the U.S. Prior to the expiration of the applicable Distribution Compliance Period, transfers by an owner of a beneficial interest in the Regulation S Global Note to a transferee who takes delivery of such interest through a Rule 144A Global Note or an IAI Global Note shall be made only in accordance with the Applicable Procedures and the Restricted Notes Legend and upon receipt by the Trustee of a written certification from the transferor of the beneficial interest in the form provided on the reverse side of the Form of Note in Exhibit A for exchange or registration of transfers. Such written certification shall no longer be required after the expiration of the applicable Distribution Compliance Period. Upon the expiration of the applicable Distribution

Compliance Period, beneficial ownership interests in the Regulation S Global Note shall be transferable in accordance with applicable law and the other terms of this Indenture.

(iii) Upon the expiration of the applicable Distribution Compliance Period, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in an Unrestricted Global Note upon certification in the form provided on the reverse side of the Form of Note in Exhibit A for an exchange from a Regulation S Global Note to an Unrestricted Global Note.

(iv) Beneficial interests in a Transfer Restricted Note that is a Rule 144A Global Note or an IAI Global Note may be exchanged for beneficial interests in an Unrestricted Global Note if the Holder certifies in writing to the Security Registrar that its request for such exchange is in respect of a transfer made in reliance on Rule 144 (such certification to be in the form set forth on the reverse side of the Form of Note in Exhibit A) and/or upon delivery of such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(v) If no Unrestricted Global Note is outstanding at the time of a transfer contemplated by the preceding clauses (iii) and (iv), the Company shall issue and the Trustee shall authenticate, upon a Company Order, a new Unrestricted Global Note in the appropriate principal amount.

(vi) A transferee of a Note shall be deemed to have represented and agreed as follows:

(A) It understands and acknowledges that the Notes and the Guarantees, which have not been registered under the Securities Act, under any other federal, state or other local law pertaining to the registration of securities, or with any securities regulatory authority of any state or other jurisdiction, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities laws or pursuant to an exemption therefrom and in each case in compliance with the conditions for transfer in this Appendix A and the Indenture. Such transferee shall not resell or otherwise transfer any of such Notes and Guarantees, except as provided in this Appendix A and the Indenture. It further acknowledges and agrees that, in the case of Notes sold in reliance upon Regulation S, all offers and sales until the later of 40 days after (i) the issue date and (ii) when the Notes and Guarantees or any predecessor of the Notes are first offered to persons other than distributors (as defined in Rule 902 of Regulation S) in reliance on Regulation S shall be made only in accordance with Section 903 or 904 of Regulation S, pursuant to registration of the securities under the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act.

(B) It agrees that it will give to each person to whom it transfers the Notes and Guarantees notice of any restrictions on transfer of such Notes and Guarantees. It acknowledges that the Company and the Trustee, as the case may be, reserve the right prior to any offer, sale or other transfer to require the delivery

of an opinion of counsel, certifications and/or information satisfactory to Company and the Trustee, as provided in this Appendix A and the Indenture. It acknowledges that prior to any proposed transfer of Notes in certificated form or of beneficial interests in a Global Note (in each case other than pursuant to an effective registration statement) the holder of Notes and Guarantees or the holder of beneficial interests in a Global Note, as the case may be, may be required to provide certifications and other documentation relating to the manner of such transfer and submit such certifications and other documentation as provided in this Appendix A and the Indenture.

(C) It acknowledges that the Company and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by its purchase of the Notes and Guarantees are no longer accurate, it shall promptly notify the Company. If it is acquiring the Notes and Guarantees as a fiduciary or agent for one or more investor accounts, it represents that it has investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations, and agreements on behalf of each account.

(e) Legends.

(i) Except as permitted by Section 2.2(d) and this Section 2.2(e) of this Appendix A, each Note certificate evidencing the Global Notes and the Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only) (“**Restricted Notes Legend**”):

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. [IN THE CASE OF IAI NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS (A) A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), OR (B) AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT), AND AGREES THAT WITHIN THE TIME PERIOD REFERRED TO UNDER RULE 144 (TAKING INTO ACCOUNT THE PROVISIONS OF RULE 144(d) UNDER THE SECURITIES ACT, IF APPLICABLE) UNDER THE SECURITIES ACT AS IN EFFECT ON THE DATE OF THE TRANSFER OF THIS NOTE, TO OFFER, RESELL OR OTHERWISE TRANSFER THIS NOTE] [IN THE CASE OF RULE 144A NOTES AND REGULATION S NOTES: THE HOLDER OF THIS NOTE, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF

ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS **[IN THE CASE OF RULE 144A NOTES:** ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF SUCH NOTE)] **[IN THE CASE OF REGULATION S NOTES:** 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS NOTE (OR ANY PREDECESSOR OF SUCH NOTE) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S UNDER THE SECURITIES ACT) IN RELIANCE ON REGULATION S], ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF SECURITIES OF AT LEAST \$250,000 OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. **[IN THE CASE OF REGULATION S NOTES:** BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]]

THE TERMS OF THIS NOTE ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENTS, AS THEY MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE INDENTURE.

Each Definitive Note shall bear the following additional legend (“**Definitive Notes Legend**”):

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE SECURITY REGISTRAR SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH SECURITY REGISTRAR MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Each Global Note shall bear the following additional legend (“**Global Notes Legend**”):

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

Each Note issued with original issue discount will also bear the following additional legend (“**OID Notes Legend**”):

THIS NOTE MAY HAVE BEEN ISSUED WITH “ORIGINAL ISSUE DISCOUNT” (WITHIN THE MEANING OF SECTION 1273 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED) FOR U.S. FEDERAL INCOME TAX PURPOSES. UPON WRITTEN REQUEST, THE COMPANY MAY PROMPTLY MAKE AVAILABLE TO ANY HOLDER OF THIS NOTE THE FOLLOWING INFORMATION: (1) THE ISSUE PRICE AND DATE OF THE NOTE, (2) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ON THE NOTE AND (3) THE YIELD TO MATURITY OF THE NOTE. HOLDERS SHOULD CONTACT THE CHIEF FINANCIAL OFFICER OF THE COMPANY AT [TWO NEWTON PLACE, 255 WASHINGTON STREET, SUITE 300, NEWTON, MA 02458-1634].

(ii) Upon any sale or transfer of a Transfer Restricted Note that is a Definitive Note, the Security Registrar shall permit the Holder thereof to exchange such Transfer Restricted Note for a Definitive Note that does not bear the Restricted Notes Legend and the Definitive Notes Legend and rescind any restriction on the transfer of such Transfer Restricted Note if the Holder certifies in writing to the Security Registrar that its request

for such exchange is in respect of a transfer made in reliance on Rule 144 (such certification to be in the form set forth on the reverse side of the Form of Note in Exhibit A) and provides such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(f) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, such Global Note shall be returned by the Depositary to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Security Registrar (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Security Registrar or the Custodian, to reflect such reduction.

(g) Obligations with Respect to Transfers and Exchanges of Notes.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate, Definitive Notes and Global Notes at the Security Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange of Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 3.04, 9.05 or 11.08 of the Indenture not involving any transfer.

(iii) Prior to the due presentation for registration of transfer of any Note, the Company, each Subsidiary Guarantor, the Trustee, the Paying Agent or the Security Registrar shall deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, any Subsidiary Guarantor, the Trustee, the Paying Agent or the Security Registrar shall be affected by notice to the contrary.

(iv) Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Trustee or any transfer agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed, by the Holder thereof or the attorney of such Holder duly authorized in writing.

(v) In order to effect any transfer or exchange of an interest in any Transfer Restricted Note for an interest in a Note that does not bear the Restricted Notes Legend and has not been registered under the Securities Act, if the Security Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel, in form reasonably acceptable to the Security Registrar to the effect that no registration under the Securities

Act is required in respect of such exchange or transfer or the re-sale of such interest by the beneficial holder thereof, shall be required to be delivered to the Security Registrar and the Trustee.

(h) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or any other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.3 Definitive Notes.

(a) Except as provided below, owners of beneficial interests in Global Notes shall not be entitled to receive Definitive Notes. A Global Note deposited with the Depositary or with the Trustee as Custodian pursuant to Section 2.1 of this Appendix A may be transferred to the beneficial owners thereof in the form of Definitive Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with Section 2.2 of this Appendix A and (i) the Depositary notifies the Company that it is unwilling or unable to continue as a Depositary for such Global Note or if at any time the Depositary ceases to be a “clearing agency” registered under the Exchange Act and, in each case, a successor depositary is not appointed by the Company within 90 days of such notice or after the Company becomes aware of such cessation, (ii) an Event of Default has occurred and is continuing and the Security Registrar has received a request from the Depositary or (iii) the Company, in its sole discretion and subject to the procedures of the Depositary, notifies the Trustee in writing that it elects to cause the issuance of Definitive Notes under this Indenture. In addition, any Affiliate of the Company or any Subsidiary Guarantor that is a beneficial owner of all or part of a Global Note may have such Affiliate’s beneficial interest transferred to such Affiliate in the form of a

Definitive Note by providing a written request to the Company and the Trustee and such Opinions of Counsel, certificates or other information as may be required by this Indenture or the Company or Trustee. Notwithstanding anything to the contrary in this Section 2.3, no Regulation S Global Note may be exchanged for a Definitive Note until the end of the Distribution Compliance Period applicable to such Regulation S Global Note and receipt by the Trustee and the Company of any certificates required by either of them pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act.

(b) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section 2.3 shall be surrendered by the Depositary to the Trustee, to be so transferred, in whole or from time to time in part, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Any portion of a Global Note transferred pursuant to this Section 2.3 shall be executed, authenticated and delivered only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof and registered in such names as the Depositary shall direct. Any Definitive Note delivered in exchange for an interest in a Global Note that is a Transfer Restricted Note shall, except as otherwise provided by Section 2.2(d) of this Appendix A, bear the Restricted Notes Legend.

(c) In the event of the occurrence of any of the events specified in Section 2.3(a) of this Appendix A, the Company shall promptly make available to the Trustee a reasonable supply of Definitive Notes in fully registered form without interest coupons.

EXHIBIT A

FORM OF NOTE

[Form of Face of Note]

[Insert the Restricted Notes Legend, if applicable, pursuant to the provisions of the Indenture]

[Insert the Global Notes Legend, if applicable, pursuant to the provisions of the Indenture]

[Insert the Definitive Notes Legend, if applicable, pursuant to the provisions of the Indenture]

[Insert the OID Notes Legend, if applicable, pursuant to the provisions of the Indenture.]

CUSIP [●]

ISIN [●]

[IAI][RULE 144A][REGULATION S] GLOBAL NOTE

OFFICE PROPERTIES INCOME TRUST

No. [●]

10.000% SENIOR SECURED NOTE DUE 2031

Office Properties Income Trust, a real estate investment trust duly organized and existing under the laws of Maryland (herein called the “**Company**”, which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal amount of \$ _____, as revised by the Schedule of Increases and Decreases in the Global Note attached hereto on June [●], 2031.

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

OFFICE PROPERTIES INCOME TRUST

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

Dated:

This is one of the Notes referred to in the within-mentioned Indenture.

[●], as Trustee

By: _____

Name:

Title:

[Form of Reverse of Note]

1. General. The Company issued this Note under an Indenture, dated as of [●], 2026 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Company, the Initial Subsidiary Guarantors and [●], as Trustee and Collateral Agent. The terms of this Note include those stated in the Indenture. Capitalized terms used but not defined herein have the meaning given to them in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

2. Interest. Unless previously redeemed, the Notes will bear interest at 10.000% per annum, payable semi-annually in arrears on [●] and [●] of each year, commencing [●], 2026, to the Persons in whose names the Notes are registered in the Security Register at the close of business on the Record Date, which shall be [●] or [●] (in each case, whether or not a Business Day), as the case may be, immediately before such Interest Payment Date. Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any scheduled Interest Payment Date, the Stated Maturity or any Redemption Date falls on a day that is not a Business Day, the payment will be made on the next Business Day and no interest will accrue thereon for the period from and after such Interest Payment Date, the Stated Maturity or such Redemption Date.

3. Method of Payment. By no later than 11:00 a.m. Eastern Time on the date on which any principal of and premium, if any, and interest on any Note is due and payable, the Company shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium, if any, and interest when due. Interest on any Note which is payable, and is timely paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the immediately preceding [●] and [●] (in each case, whether or not a Business Day) at the office or agency of the Company maintained for such purpose pursuant to Section 10.02 of the Indenture. The principal of (and premium, if any), and interest on the Note shall be payable at the office or agency of Paying Agent or Security Registrar designated by the Company maintained for such purpose in the United States or at such other office or agency of the Company as may be maintained for such purpose pursuant to Section 10.03 of the Indenture; *provided, however*, that, at the option of the Company, the principal of (and premium, if any) and interest, may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Security Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. Payments of any principal of, premium, if any, and interest on any Note is due and payable shall be made without withholding and free and clear of any taxes, except as required by applicable law.

4. Paying Agent and Security Registrar. Initially, [●] or one of its Affiliates will act as Paying Agent and Security Registrar. The Company or any of its Affiliates may act as Paying Agent, Security Registrar or co-Security Registrar.

5. Optional Redemption.

At any time on or after the date hereof, the Company may redeem at its option on any one or more occasions all or a part of the Notes upon not less than 10 nor more than 60 days' notice, at a redemption price of 100% of the principal amount of Notes to be redeemed plus accrued and unpaid interest thereon, if any, to, but not including, the applicable Redemption Date (subject to the right of Holders of the Notes on the relevant Record Date to receive interest due on the relevant interest payment date occurring on or prior to the Redemption Date).

Any redemption and notice of redemption may, at the Company's discretion, be subject to the satisfaction of one more conditions precedent as provided in Section 11.05 of the Indenture.

Nothing in this Note or the Indenture will limit the Company's or its Affiliates' ability to repurchase or retire Notes other than by redemption, whether by tender offer, exchange offer, open market repurchases, privately negotiated transactions or otherwise.

6. Mandatory Redemption. The Notes will not be subject to mandatory redemption or any sinking fund payments.

7. Discharge and Defeasance. The Indenture contains provisions for discharge or defeasance at any time of the entire indebtedness of this Notes or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

8. Defaults and Remedies. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes, plus accrued and unpaid interest, if any, may be declared due and payable in the manner and with the effect provided in the Indenture.

9. Actions of Holders. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes to be affected under the Indenture, the Security Documents, the Intercreditor Agreements, any Guarantee and the Notes at any time by the Company and the Trustee and the Collateral Agent with the consent of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Notes at the time to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Outstanding Notes at the time, on behalf of the Holders of all Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding, judicial or otherwise, with respect to the Indenture or this Note, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder shall have previously given written notice to the Trustee of a continuing Event of Default with respect to the Notes, the Holders of not less than a majority in principal amount of the Outstanding Notes shall have made written request to the Trustee to institute proceedings in

respect of such Event of Default in its own name as Trustee under the Indenture and offered the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and the Trustee shall not have received from the Holders of a majority in principal amount of Outstanding Notes at the time a direction inconsistent with such written request, and shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

10. Payments Not Impaired. Notwithstanding any other provision in this Note and/or the Indenture, the Holder of this Note shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any), and any interest on, this Note on the respective Stated Maturities expressed herein (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

11. Denominations, Transfer, Exchange. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Notes, of any authorized denominations and of like tenor and aggregate principal amount, will be issued in the name of the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

12. Persons Deemed Owners. Prior to due presentment of this Note for registration of transfer, the Company, each Subsidiary Guarantor, the Trustee and any agent of the Company, any Subsidiary Guarantor or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes whatsoever, whether or not this Note be overdue, and neither the Company, any Subsidiary Guarantor, the Trustee nor any agent of the Company, any Subsidiary Guarantor or the Trustee shall be affected by notice to the contrary.

13. Unclaimed Money. Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of (and premium, if any), and any interest on, any Notes and remaining unclaimed for two years after such principal (and premium, if any), and any interest, has become due and payable shall be paid to the Company on

Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in an Authorized Newspaper in each Place of Payment, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

14. Subsidiary Guarantees. The Notes will be entitled to the benefits of certain Subsidiary Guarantees made for the benefit of the Holders of the Notes. Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and obligations thereunder of the Subsidiary Guarantors, the Trustee and the Holders.

15. Security. This Note and the other Notes will be secured by security interests on the Collateral, subject to Permitted Liens and any other limitation on the extent to which the Collateral secures the Notes Obligations contemplated by the Security Documents and Intercreditor Agreements, as set forth in Article Fourteen of the Indenture.

16. No Recourse Against Others. A trustee, director, officer, employee, incorporator, member or shareholder, as such, of the Company or any Subsidiary Guarantor shall not have any liability for any obligations of the Company or the Subsidiary Guarantors under this Note, the other Notes, the Guarantees, the Indenture, the Security Documents or the Intercreditor Agreements or for any claim based on, in respect of, or by reason of, such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release are part of the consideration for issuance of the Notes.

17. No Personal Liability. [THE AMENDED AND RESTATED DECLARATION OF TRUST ESTABLISHING OFFICE PROPERTIES INCOME TRUST (FORMERLY KNOWN AS SELECT INCOME REIT), DATED JUNE 8, 2009], AS AMENDED, AS FILED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF OFFICE PROPERTIES INCOME TRUST SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, OFFICE PROPERTIES INCOME TRUST. ALL PERSONS DEALING WITH OFFICE PROPERTIES INCOME TRUST IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF OFFICE PROPERTIES INCOME TRUST FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

18. Authentication. This Note shall not be valid until an authorized officer of the Trustee (or an Authenticating Agent) manually or electronically signs the certificate of authentication on the other side of this Note.

19. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties),

JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. ISIN and/or CUSIP Numbers. The Company may cause ISIN and/or CUSIP numbers to be printed on the Notes, and if so the Trustee shall use ISIN and/or CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption, and reliance may be placed only on the other identification numbers placed on the Notes.

21. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____
(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint |
to transfer this Note on the books of the Company. The agent may substitute another to act for
him.

Date: _____

Your Signature: _____
(Sign exactly as your name
appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature
guarantor acceptable to the Trustee).

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFERS OF TRANSFER RESTRICTED NOTES

This certificate relates to \$_____ principal amount of Notes held in (check applicable space) _____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

- ☐ has requested the Trustee by written order to deliver in exchange for its beneficial interest in a Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) in accordance with the Indenture; or
- ☐ has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

- (1) ☐ to the Company or subsidiary thereof; or
- (2) ☐ to the Security Registrar for registration in the name of the Holder, without transfer; or
- (3) ☐ pursuant to an effective registration statement under the Securities Act of 1933, as amended (the “**Securities Act**”); or
- (4) ☐ to a Person that the undersigned reasonably believes is a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act (“**Rule 144A**”)) that purchases for its own account or for the account of a qualified institutional buyer and to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A; or
- (5) ☐ pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act (and if the transfer is being made prior to the expiration of the Distribution Compliance Period, the Notes shall be held immediately thereafter through Euroclear or Clearstream); or
- (6) ☐ to an institutional “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that has furnished to the Trustee a signed letter in the form of Exhibit B containing certain representations and agreements; or

- (7) ☐ pursuant to Rule 144 under the Securities Act; or
- (8) ☐ pursuant to another available exemption from registration under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; *provided, however*, that if box (5), (6), (7) or (8) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Your Signature

Date: _____

Signature of Signature
Guarantor

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: _____

NOTICE: To be executed by an
executive officer

Name:
Title

Signature Guarantee*: _____

- * Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

TO BE COMPLETED IF THE HOLDER REQUIRES AN EXCHANGE FROM A REGULATION S GLOBAL NOTE TO AN UNRESTRICTED GLOBAL NOTE, PURSUANT TO SECTION 2.2(d)(iii) OF APPENDIX A TO THE INDENTURE¹

The undersigned represents and warrants that either:

- ☐ the undersigned is not a dealer (as defined in the Securities Act) and is a non-U.S. person (within the meaning of Regulation S under the Securities Act); or
- ☐ the undersigned is not a dealer (as defined in the Securities Act) and is a U.S. person (within the meaning of Regulation S under the Securities Act) who purchased interests in the Notes pursuant to an exemption from, or in a transaction not subject to, the registration requirements under the Securities Act; or
- ☐ the undersigned is a dealer (as defined in the Securities Act) and the interest of the undersigned in this Note does not constitute the whole or a part of an unsold allotment to or subscription by such dealer for the Notes.

Date: _____

Your Signature

¹ Include only for Regulation S Global Notes.

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is \$_____.
The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in principal amount of this Global Note</u>	<u>Amount of increase in principal amount of this Global Note</u>	<u>Principal amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee, Depositary or Custodian</u>
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* This schedule should be included only if the Note is issued in global form.

EXHIBIT B

FORM OF
TRANSFEREE LETTER OF REPRESENTATION

Office Properties Income Trust
[Two Newton Place, 255 Washington Street, Suite 300
Newton, MA, 02458-1634]
Attention: General Counsel

Ladies and Gentlemen:

This certificate is delivered to request a transfer of \$[] 10.000% Senior Secured Notes due 2031 (the “**Notes**”) of Office Properties Income Trust (the “**Company**”).

Upon transfer, the Notes would be registered in the name of the new beneficial owner as follows:

Name: _____

Address: _____

Taxpayer ID Number: _____

The undersigned represents and warrants to you that:

1. We are an institutional “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the “**Securities Act**”)), purchasing for our own account or for the account of such an institutional “accredited investor” at least \$250,000 principal amount of the Notes, and we are acquiring the Notes, for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we invest in or purchase securities similar to the Notes in the normal course of our business. We, and any accounts for which we are acting, are each able to bear the economic risk of our or its investment, including the loss of the entirety our investment.

2. We understand that the Notes have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Notes to offer, sell or otherwise transfer such Notes prior to the date that is one year after the later of the date of original issue and the last date on which the Company or any affiliate of the Company was the owner of such Notes (or any predecessor thereto) (the “**Resale Restriction Termination Date**”) only in accordance with the Restricted Notes Legend (as such term is defined in the indenture under which the Notes were issued) on the Notes and any applicable securities laws of any state of the United States. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. In addition, we will, and each subsequent holder is required to, notify any purchaser of the Notes of the resale restrictions described above. If any resale or other transfer of the Notes is proposed to be made pursuant to Section 2.2(d) of Appendix A to the indenture under

which the Notes were issued prior to the Resale Restriction Termination Date, to an IAI or for an interest in an IAI Note, the transferor shall deliver a letter from the transferee substantially in the form of this letter to the Company and the Trustee, which shall provide, among other things, that the transferee is an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act and that it is acquiring such Notes for investment purposes and not for distribution in violation of the Securities Act. Each purchaser acknowledges that the Company and the Trustee reserve the right prior to the offer, sale or other transfer prior to the Resale Restriction Termination Date of the Notes with respect to applicable transfers described in the Restricted Notes Legend to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Company and the Trustee.

TRANSFeree: _____ ,

by:

EXHIBIT C

FORM OF SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE, dated as of [●], 20[●] (this “**Supplemental Indenture**”) by and among Office Properties Income Trust (the “**Company**”), the other parties listed as New Guarantors on the signature pages hereto (each, a “**New Guarantor**” and, collectively, the “**New Guarantors**”) and [●], as trustee (in such capacity, the “**Trustee**”) and collateral agent (in such capacity, the “**Collateral Agent**”).

W I T N E S E T H

WHEREAS, the Company, the Trustee, the Collateral Agent and the other parties thereto have heretofore executed and delivered an Indenture, dated as of [●], 2026 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), providing for the issuance by the Company of \$420,000,000 aggregate principal amount of 10.000% Senior Secured Notes due 2031 (the “**Notes**”).

WHEREAS, pursuant to Section 9.01 of the Indenture, the Company, the Trustee and the Collateral Agent are authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, all necessary acts have been done to make this Supplemental Indenture a legal, valid and binding agreement of each New Guarantor in accordance with the terms of this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1 Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

ARTICLE II
AGREEMENT TO BE BOUND

SECTION 2.1 Agreement to Guarantee. The New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture, and acknowledges and agrees to (i) join and become a party to the Indenture as indicated by its signature below; (ii) be bound by the Indenture, as of the date hereof, as if made by, and with respect to, each signatory hereto; and (iii) perform all obligations and duties required of a Subsidiary Guarantor pursuant to the Indenture. The New Guarantor hereby agrees to provide a Guarantee on the terms and subject to the conditions set forth in the Indenture, including, but not limited to, Article Twelve thereof. Subject to the Intercreditor Agreements, the New Guarantor further agrees to execute and deliver, or cause to be executed and delivered, to the Trustee any and all such documents, agreements, instruments,

certificates, notices and acknowledgments, and shall take or cause to be taken such further actions (including the filing and recording of financing statements and/or amendments thereto and other documents and such other actions or deliveries of the type described under Article Fourteen of the Indenture or the Security Documents (including certificates and corporate and organizational documents)), which may be required by law or which the Trustee may (without obligation to do so), from time to time, reasonably request to carry out the terms and conditions of the Indenture and the Security Documents and to ensure the creation, perfection and priority of the Liens created or intended to be created by the Security Documents, in each case, subject to the Security Documents.

SECTION 2.2 Execution and Delivery. The New Guarantor agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

ARTICLE III MISCELLANEOUS

SECTION 3.1 Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 3.2 Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.3 Ratification. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter shall be bound hereby. The Trustee and the Collateral Agent make no representation or warranty as to the validity or sufficiency of this Supplemental Indenture.

SECTION 3.4 Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.5 Effect of Headings. The headings herein are convenience of reference only and shall not affect the construction hereof.

SECTION 3.6 The Trustee and the Collateral Agent. The Trustee and the Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantor.

SECTION 3.7 Benefits Acknowledged. The New Guarantor's Guarantee is subject to the terms and conditions set forth in the Indenture. The New Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by, and security interests granted by, it pursuant to its Guarantee, the Security Documents and this Supplemental Indenture are knowingly made in contemplation of such benefits.

SECTION 3.8 Successors. All agreements of the New Guarantor in this Supplemental Indenture shall bind its successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee and the Collateral Agent in this Supplemental Indenture shall bind its successors.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

ISSUER:

OFFICE PROPERTIES INCOME TRUST

By:

Name:

Title:

NEW GUARANTORS:

[NEW GUARANTORS]

By:

Name:

Title:

TRUSTEE AND COLLATERAL AGENT:

[●], as Trustee and Collateral Agent

By:

Name:

Title:

EXHIBIT D

FORM OF MORTGAGE

(See attached.)

Schedule A

First Lien Collateral Properties

Address

Form of Ownership

Schedule B

Credit Facility Properties

Address

Form of Ownership

EXHIBIT B

New Warrants Documents

WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this “Agreement”), dated as of [●], 2026, is by and among Office Properties Income Trust, a Maryland real estate investment trust (the “Company”), and [●], as warrant agent (together with its respective successors and assigns, the “Warrant Agent”).

WHEREAS, on October 30, 2025, the Company and its affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

WHEREAS, on April 8, 2026, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and its Debtor Affiliates* [Docket No. 1174] (as may be amended, modified, or supplemented from time to time, the “Plan”);

WHEREAS, on [●], 2026, the Bankruptcy Court entered an order confirming the Plan, and the Debtors emerged from their chapter 11 cases on the date first written above (the “Effective Date”);

WHEREAS, pursuant to the Plan, the Company will issue or cause to be issued, on or as soon as reasonably practicable after the Effective Date, warrants (the “Warrants”) to purchase shares of the Company’s common stock, \$0.01 par value per share (“Common Stock”), representing an aggregate total of 5% of the total number of shares of Common Stock as of the Effective Date;

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, call, exercise, and cancellation of the Warrants; and

WHEREAS, all acts have been done and performed which are necessary to make the Warrants, when issued, the valid, binding, and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definition of Terms. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

hereof.

(a) “Additional Common Stock” has the meaning set forth in Section 5.1(a)

(b) “Affiliate” has the meaning set forth in Rule 12b-2 of the Exchange Act.

(c) “Appropriate Officer” means any duly authorized officer of the Company.

(d) “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

(e) “Beneficial Holders” means, with respect to any Warrants represented by a Global Warrant Certificate, any person or entity that “beneficially owns” (as such term is defined and determined pursuant to Rule 13d-3 promulgated under the Exchange Act) such Warrants.

(f) “Board of Directors” means the Board of Directors of the Company.

(g) “Book-Entry Warrants” has the meaning set forth in Section 3.1(c) hereof.

(h) “Business Day” means any day other than a Saturday, Sunday or any other day on which the New York Stock Exchange is closed for trading.

(i) “Calculation Notice” has the meaning set forth in Section 4.3(b).

(j) “Certificated Warrant” has the meaning set forth in Section 3.1(c) hereof.

(k) “Common Stock” has the meaning set forth in the Recitals, and shall include any successor security as a result of any recapitalization, reorganization, reclassification, or similar transaction involving the Company.

(l) “Convertible Securities” means any securities (directly or indirectly) convertible into or exchangeable for Common Stock, but excluding Options.

(m) “Current Sale Price” of the Common Stock on any date of determination means:

(i) if the Common Stock is listed on the New York Stock Exchange or The Nasdaq Stock Market on such date, the average closing sale price per share of the Common Stock for the ten (10) consecutive trading days immediately prior to such date of determination, as reported by the New York Stock Exchange or The Nasdaq Stock Market;

(ii) if the Common Stock is not listed on the New York Stock Exchange or The Nasdaq Stock Market on such date, but is listed on another U.S. national or regional securities exchange, the average closing sale price per share of the Common Stock for the ten (10) consecutive trading days immediately prior to such date of determination, as reported in composite transactions for the principal securities exchange on which the Common Stock is traded; provided, if no closing sale price is reported on such exchange, then the Current Sale price shall be the average of the high bid and low asked prices during such ten (10) day trading day period;

(iii) if the Common Stock is not listed on a U.S. national or regional securities exchange as contemplated in clauses (i) and (ii) above, the average last quoted sale price for the Common Stock for the ten (10) consecutive trading days immediately prior to such date of determination, in the over-the-counter market as reported by OTC Markets Group Inc. or other similar organization; provided, if no closing sale price is reported by OTC Markets Group Inc. or other similar organization, then the Current Sale price shall be the average of the high bid and low asked prices during such ten (10) day trading day period; or

(iv) in all other cases, the fair market value of the Common Stock as most recently determined by the Valuation Firm.

The Current Sale Price shall be determined without reference to early hours, after hours, or extended market trading.

The Current Sale Price shall be appropriately adjusted by the Board of Directors in good faith if the “ex date” (as hereinafter defined) for any event (other than the issuance or distribution requiring such computation) occurs during the ten (10) consecutive trading days immediately prior to the day as of which the Current Sale Price is being determined.

For these purposes the term “ex date”, when used:

(i) with respect to any issuance or distribution, means the first date on which the Common Stock trades regular way on the relevant exchange or in the relevant market from which the sale price or bid and ask prices, as applicable, were obtained without the right to receive such issuance or distribution;

(ii) with respect to any subdivision or combination of shares of Common Stock, means the first date on which the Common Stock trades regular way on such exchange or in such market after the time at which such subdivision or combination becomes effective; and

(iii) with respect to any tender or exchange offer, means the first date on which the Common Stock trades regular way on such exchange or in such market after the expiration time of such offer.

(n) The foregoing adjustments shall be made to the Current Sale Price in accordance with the terms hereof, as may be necessary or appropriate to effectuate the intent of this Agreement and to avoid unjust or inequitable results as determined in good faith by the Board of Directors.

(o) “Date of Issuance” has the meaning set forth in Section 3.1(a) hereof.

(p) “Depository” has the meaning set forth in Section 3.1(c) hereof.

(q) “Direct Registration Warrants” has the meaning set forth in Section 3.1(c) hereof.

(r) “Effective Date” has the meaning set forth in the Recitals.

(s) “Exchange” means, in the case of any securities, (i) the principal U.S. national or regional securities exchange on which such securities are then listed or (ii) if such securities are not then listed on a principal U.S. national or regional securities exchange, the principal other market on which such securities are then traded.

(t) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(u) “Excluded Issuances” means any issuance or sale (or deemed issuance or sale in accordance with Section 5.1(b)) by the Company after the Date of Issuance of (a) shares of Common Stock issued upon the exercise of any Warrants; (b) shares of Common Stock issued directly or upon the exercise or settlement of Options, restricted stock units, or other equity-based awards to directors, officers, trustees, employees, managers, or consultants of the Company in connection with their service as directors or managers of the Company, their employment by the Company, or their retention as consultants by the Company, in each case as authorized by the Board of Directors and pursuant to the management incentive plan set forth in the RMR Management Agreements (as such term is defined in the Plan); or (c) shares of Common Stock or Convertible Securities issued as purchase consideration in any business acquisition by the Company or its Affiliates with any third party, whether by merger, consolidation, purchase of assets, or otherwise.

(v) “Exercise Conditions” has the meaning set forth in Section 4.3(a).

(w) “Exercise Date” has the meaning set forth in Section 4.3(a).

(x) “Exercise Form” means (i) in the case of Certificated Warrants, an election form in substantially in the form of Exhibit B-1 hereto; (ii) in the case of Direct Registration Warrants, an election form substantially in the form of Exhibit B-2 hereto; and (iii) in the case of Book-Entry Warrants, an exercise form compliant with the practices and procedures of the Depository and its direct and indirect participants, as applicable.

(y) “Exercise Price” has the meaning set forth in Section 4.1 hereof.

(z) “Exercise Period” has the meaning set forth in Section 4.2 hereof.

(aa) [“Non-Extraordinary Dividend” means any dividend or distribution in cash, securities, or other assets to the holders of the shares of Common Stock or other shares of the Company’s capital stock into which the Warrants are exercisable that is a regularly scheduled dividend or distribution required to maintain the Company’s status as a real estate investment trust.]

(bb) “Funds” has the meaning set forth in Section 9.14.

(cc) “Global Warrant Certificates” has the meaning set forth in Section 3.1(c) hereof.

(dd) “Governmental Authority” means any (i) government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or (iii) body exercising, or entitled

to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, in each case, whether federal, state, local, municipal, foreign, supranational, or of any other jurisdiction.

(ee) “Holder” has the meaning set forth in Section 4.1 hereof.

(ff) “Law” means all laws, statutes, rules, regulations, codes, injunctions, decrees, orders, ordinances, registration requirements, disclosure requirements, and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, or other political subdivision or of any Governmental Authority.

(gg) “Options” means any warrants or other rights or options to subscribe for, purchase, or otherwise receive Common Stock or Convertible Securities.

(hh) “Organic Change” means any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company’s equity securities or assets, or other transaction, in each case which is effected in such a way that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) cash, stock, securities, or other assets or property with respect to or in exchange for Common Stock, other than a transaction which triggers an adjustment pursuant to Sections 5.1, 5.2, or 5.3 and other than a change that solely affects the par value of the Common Stock.

(ii) “Original Adjustment Date” has the meaning set forth in Section 5.1(b)(ii).

(jj) “Person” means any individual, firm, corporation, partnership, limited partnership, limited liability company, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, or any other entity (as such term is defined in the Bankruptcy Code).

(kk) “Plan” has the meaning set forth in the Recitals.

(ll) “Pro Rata Repurchase Offer” means any offer to purchase shares of any class of Common Stock by the Company or any Affiliate thereof pursuant to (i) any tender offer or exchange offer subject to Section 13(e) or 14(e) of the Exchange Act or Regulation 14E promulgated thereunder or (ii) any other offer available to substantially all holders of any class of Common Stock (subject to satisfaction of any conditions to participation therein such as those relating to minimum holding percentages or accredited status) to purchase or exchange their shares of Common Stock, in the case of both (i) or (ii), whether for cash, shares of capital stock of the Company, other securities of the Company, evidences of indebtedness of the Company or any other Person, or any other property (including, without limitation, shares of capital stock, other securities or evidences of indebtedness of a Subsidiary), or any combination thereof, effected while the Warrants are outstanding. The “effective date” of a Pro Rata Repurchase Offer shall mean the date of acceptance of shares for purchase or exchange by the Company under any tender or exchange offer which is a Pro Rata Repurchase Offer or the date of purchase with respect to any Pro Rata Repurchase Offer that is not a tender or exchange offer.

(mm) “Registered Holder” has the meaning set forth in Section 3.3(d) hereof.

(nn) “Requisite Holders” means Registered Holders of Warrants exercisable for a majority of the Common Stock issuable upon exercise of all Warrants then outstanding.

(oo) “SEC” means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

(pp) “Securities Act” means the Securities Act of 1933, as amended.

(qq) “Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, or other business entity (other than a corporation), a majority of the partnership, limited liability company, or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, or other business entity gains or losses or shall be or control the general partner, the managing member or entity performing similar functions of such partnership, limited liability company, or other business entity.

(rr) “Transfer” means any transfer, sale, assignment, or other disposition.

(ss) “Valuation Firm” means an independent investment banking or financial valuation firm of nationally recognized standing (a) that is experienced in valuations of securities similar to the Common Stock, (b) which does not (and whose directors, executive officers, and Affiliates, to the knowledge of the Company, do not) have a material direct or indirect financial interest in the Company or any its Affiliates (other than by virtue of compensation paid for valuation or fairness advice or opinions to the Company or any of its Affiliates), and (c) which has not been, within the two years prior to its engagement hereunder, and, at the time it is engaged hereunder, is not (and none of whose directors, executive officers, or Affiliates, to the knowledge of the Company, is), Affiliated with, or engaged to perform services for (other than those contemplated hereunder), or a director or executive officer of, or an underwriter with respect to any of the securities of, the Company or any of its Affiliates (other than by virtue of compensation paid for valuation or fairness advice or opinions to the Company or any such Affiliates).

(tt) “Warrant Agent” has the meaning set forth in the preamble and shall include any successor to the Warrant Agent pursuant to Section 8.1 hereof.

(uu) “Warrant Certificate” has the meaning set forth in Section 3.1(c) hereof.

(vv) “Warrant Exercise Shares” means the shares of Common Stock issued upon the exercise of a Warrant.

(ww) “Warrant Register” has the meaning set forth in Section 3.3(c) hereof.

(xx) “Warrant Restrictions” means, with respect to any Certificated Warrants or Direct Registration Warrant, any restriction on transfer or exercise, or any vesting requirement.

(yy) “Warrant Statements” has the meaning set forth in Section 3.1(c) hereof.

(zz) “Warrants” has the meaning set forth in the Recitals.

Section 1.2. Rules of Construction.

(a) The singular form of any word used herein, including the terms defined in Section 1.1 hereof, shall include the plural, and vice versa.

(b) The use herein of a word of any gender shall include correlative words of all genders.

(c) The words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation.”

(d) Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivision of this Agreement as originally executed.

(e) The word “or” when used in this Warrant Agreement is not exclusive.

(f) References to a party or the parties mean the parties to this Warrant Agreement, in each case, unless another agreement is specified.

(g) Unless otherwise expressly indicated, any agreement, instrument, law, or statute defined or referred to in this Warrant Agreement means such agreement, instrument, law, or statute as from time to time amended, restated, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and any statute defined or referred to in this Warrant Agreement shall include all rules and regulations promulgated under the same.

(h) References to “day” or “days” are to calendar days, and whenever any action must be taken under this Warrant Agreement on or by a day that is not a Business Day, then that action may be validly taken on or by the next day that is a Business Day.

(i) References to a Person are also to its permitted successors and assigns and, in the case of such Persons that are individuals, such individual’s heirs, executors, and administrators.

(j) In the event that any claim is made by any Person relating to any conflict, omission, or ambiguity in this Warrant Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Warrant Agreement was prepared by or at the request of a particular Person or such Person’s counsel.

(k) The words “hereof,” “herein,” “hereunder,” and words of similar import refer to this Agreement as a whole.

(l) References to “\$” are to dollars in lawful currency of the United States of America.

(m) The Exhibits attached hereto are an integral part of this Agreement.

ARTICLE II.

APPOINTMENT OF WARRANT AGENT

Section 2.1. Appointment. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants in accordance with the express terms and subject to the conditions set forth in this Agreement. The Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

ARTICLE III.

WARRANTS

Section 3.1. Issuance of Warrants.

(a) On the terms and subject to the conditions of this Agreement, on or as soon as reasonably practicable after the Effective Date the Company will issue the Warrants in accordance with the Plan. For the avoidance of doubt, the Warrants shall be deemed issued on the Effective Date for all purposes under the Plan, including for purposes of the satisfaction of the conditions precedent set forth in Article 9.1 thereof, notwithstanding that delivery or settlement of the Warrants may occur as soon as reasonably practicable thereafter (the date on which the Warrants are deemed issued pursuant to this Section 3.1(a), the “Date of Issuance”).

(b) The initial number of shares of Common Stock issuable upon exercise of the Warrants shall be [●] shares, as such amount may be adjusted from time to time pursuant to this Agreement.

(c) Unless otherwise provided in this Agreement, the Warrants shall be issued through the book-entry facilities of The Depository Trust Company, as depositary (the “Depository”), in the form of one or more global warrant certificates (“Global Warrant Certificates”), duly executed on behalf of the Company and countersigned, either by manual or facsimile signature, by the Warrant Agent, in the manner set forth in Section 3.2(b) below, which the Company shall deliver, or cause to be delivered to the Depository, on or as soon as reasonably practicable after the Date of Issuance (such Warrants being referred to as “Book-Entry Warrants”).

(d) Any Warrants which are not issuable pursuant to clause (c) above through the mandatory reorganization function of the Depository shall either be (x) represented by certificates (collectively, with the Global Warrant Certificates, “Warrant Certificates”; and any

Warrant represented by a Warrant Certificate, other than a Global Warrant Certificate, being referred to as a “Certificated Warrant”) or (y) issued by electronic entry registration on the books of the Warrant Agent (“Direct Registration Warrants”) and shall be reflected on statements issued by the Warrant Agent from time to time to the holders thereof (the “Warrant Statements”).

Section 3.2. Form of Warrant; Execution of Warrant Certificates.

(a) Subject to Section 6.1 of this Agreement, the Global Warrant Certificates shall be in substantially the form set forth in Exhibit A-1 attached hereto. The certificates for Certificated Warrants shall be in substantially the form set forth in Exhibit A-2 attached hereto.

(b) The Warrant Certificates may bear such appropriate insertions, omissions, substitutions, and other variations as are required or permitted by this Agreement, may have such letters, numbers, or other marks of identification or designation and such legends or endorsements placed thereon as may be required by the Depositary (including as provided in Section 3.2(b)) and as are consistent with the provisions of this Agreement, or as may be required to comply with any Law or with any rules or regulations made pursuant thereto or with any rules of any Exchange.

(c) The Global Warrant Certificates shall bear a legend substantially in the form indicated therefor on Exhibit A-1. The Global Warrant Certificates shall be deposited on or after the Date of Issuance with the Warrant Agent and registered in the name of Cede & Co., as the nominee of the Depositary. Each Global Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

(d) A Warrant Certificate shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or shall have expired or been cancelled in accordance with the terms hereof.

Section 3.3. Registration and Countersignature.

(a) Upon receipt of a written order of the Company signed by an Appropriate Officer, the Warrant Agent (i) shall upon receipt of Warrant Certificates duly executed on behalf of the Company, countersign such Global Warrant Certificates, and record such Warrant Certificates, including the Registered Holders thereof, in the Warrant Register, and (ii) shall register in the Warrant Register any Direct Registration Warrants in the names of the initial Registered Holders thereof. Such written order of the Company shall specifically state the number of Warrants that are to be issued as Certificated Warrants, Direct Registration Warrants or Book-Entry Warrants, and the name of the Registered Holders thereof. The Warrant Agent may rely conclusively on such written order. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Company shall not instruct the Warrant Agent to register any Direct Registration Warrants unless and until the Warrant Agent shall confirm to the Company in writing that it has the capabilities to accommodate Direct Registration Warrants.

(b) No Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable, until such Warrant Certificate has been countersigned by the Warrant Agent. Such signature by the Warrant Agent upon any Warrant Certificate executed by the Company shall be conclusive evidence that such Warrant Certificate so countersigned has been duly issued hereunder.

(c) The Warrant Agent shall keep or cause to be kept, at an office designated for such purpose, books in which it shall register the Certificated Warrants or Direct Registration Warrants, and the Warrants represented by Global Warrant Certificates, and exercises, exchanges, cancellations, and transfers of outstanding Warrants (the “Warrant Register”).

(d) No service charge shall be made for any exchange or registration of transfer of the Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on any Registered Holder in connection with any such exchange or registration of transfer. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until it is satisfied that any payments required by the immediately preceding sentence have been made.

(e) Prior to due presentment for registration of transfer or exchange of any Warrants, the Company and the Warrant Agent may deem and treat the person in whose name such Warrants are registered upon the Warrant Register (the “Registered Holder”) as the absolute owner of such Warrants, for all purposes. Neither the Company nor the Warrant Agent will be liable or responsible for any registration or transfer of any Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary.

ARTICLE IV.

TERMS AND EXERCISE OF WARRANTS

Section 4.1. Exercise Price. Subject to adjustments provided in Article V hereof, each Warrant shall entitle (i) in the case of the Certificated Warrants or Direct Registration Warrants, the Registered Holder thereof and (ii) in the case of Book-Entry Warrants, the Beneficial Holder thereof (in each case, a “Holder”), the right to purchase from the Company one share of Common Stock at the price of [\$25].00 per share (the “Exercise Price”).

Section 4.2. Exercise Period. Warrants may be exercised by the Holder thereof, in whole or in part, on any Business Day after the Date of Issuance and prior to 5:00 P.M., New York time, on [●], 2033 (the “Exercise Period”). To the extent that a Warrant or portion thereof is not exercised prior to the expiration of the Exercise Period, it shall be automatically cancelled with no action by any Person, and with no further rights thereunder, upon such expiration.

Section 4.3. Method of Exercise.

(a) Subject to the terms and conditions of this Agreement, the Holder of any Warrants may exercise such Holder's right to purchase the Warrant Exercise Shares by (i) delivering to the Warrant Agent and the Company an Election Form properly completed and duly executed, (ii) in the case of Certificated Warrants, surrendering Warrant Certificate(s) therefor with proper endorsement to the Warrant Agent, and (iii) remitting payment to the Company (or the Warrant Agent if directed by the Company) in immediately available funds in an amount equal to the aggregate Exercise Price as specified in the Election Form for the Warrant(s) being exercised (collectively, the "Exercise Conditions"). The "Exercise Date" shall be the date on which all Exercise Conditions in respect of a Warrant have been satisfied or waived.

(b) Upon submission of an Exercise Form in accordance with Section 4.3(a), the Warrant Agent will as promptly as practicable deliver written notice to the Company to confirm the number of shares of Common Stock issuable in connection with such exercise. The Company shall calculate the number of shares of Common Stock issuable in connection with such exercise and transmit such calculation to the Warrant Agent in a written notice (a "Calculation Notice"). The Warrant Agent shall have no duty, responsibility, or obligation to calculate the number of shares of Common Stock issuable in connection with any exercise and shall be entitled to rely conclusively on any Calculation Notice; provided, to the extent a Holder, acting in good faith, disagrees with the Company and Warrant Agent about the number of shares of Common Stock issuable in connection with the exercise of the Warrant, the Company, the Warrant Agent, and such Holder shall work in good faith to resolve such dispute.

(c) Any Exercise Price payable hereunder shall be paid in United States dollars by certified or official bank check payable to the Company, or by wire transfer to an account specified in writing by the Company or the Warrant Agent to such Holder, in either case in immediately available funds.

(d) Any exercise of Warrants pursuant to the terms of this Agreement shall be irrevocable as of the date of delivery of the Exercise Form and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with the terms of this Agreement.

(e) Upon receipt of an Exercise Form, the Warrant Agent shall:

(i) examine the Exercise Form and all other documents delivered to it by or on behalf of Holders as contemplated hereunder to ascertain whether or not, on their face, such Exercise Form and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) if an Exercise Form or other document appears, on its face, to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, endeavor to inform the appropriate parties (including the person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between the information provided on any Exercise Form received and the information on the Warrant Register;

(iv) advise the Company as promptly as practicable, within a reasonable time period to enable the Company to meet its obligations under Section 4.4(a), after receipt of an Exercise Form, of (A) the receipt of such Exercise Form and the number of Warrant Exercise Shares in respect of which the Warrants are requested to be exercised in accordance with the terms and conditions of this Agreement, (B) the instructions with respect to delivery of the shares of Common Stock deliverable upon such exercise, subject to timely receipt of such information by the Warrant Agent, and (C) such other information as the Company shall reasonably request; and

(v) subject to shares of Common Stock being made available to the Warrant Agent by or on behalf of the Company, and written instructions from the Company, liaise with the transfer agent for the Common Stock for the issuance and registration of the number of shares of Common Stock issuable upon exercise of the Warrants in accordance with the Exercise Form.

(f) The Company reserves the right reasonably to reject any and all Exercise Forms that it reasonably determines are not in proper form or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful. Any such determination by the Company shall be final and binding on the Holders of the Warrants, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to any particular exercise of Warrants or any defects in the Exercise Form(s) with regard to any particular exercise of Warrants. The Company shall provide prompt written notice to the Warrant Agent of any such rejection or waiver.

(g) In the case of Book-Entry Warrants, the Company and the Warrant Agent shall cooperate with the Depositary and its direct and indirect participants in order to effectuate the exercise of such Warrants, in accordance with the applicable practices and procedures of the Depositary and such participants, including the manner of delivery of notice of exercise by the Beneficial Holders thereof, in such form as shall be prescribed by such participants, as applicable.

(h) The Warrant Agent shall forward funds received for Warrant exercises promptly following receipt thereof by wire transfer to an account designated by the Company.

Section 4.4. Issuance of Common Stock.

(a) Upon the effectiveness of any exercise of any Warrants pursuant to Section 4.3(a), the Company shall, subject to Section 4.6, promptly at its expense, and in no event later than three (3) Business Days after the Exercise Date, cause to be issued as directed by the Holder of such Warrants the total number of whole shares of Common Stock for which such Warrants are being exercised (as the same may be hereafter adjusted pursuant to Article V) in such denominations as are requested by the Holder as set forth below: (i) in the case of the exercise of any Certificated Warrants or Direct Registration Warrants by the Registered Holder thereof, registered as directed by the Holder, or (ii) in the case of the exercise of any Book-Entry

Warrants by the Beneficial Holder thereof, by same day or next day credit to the Depositary in accordance with the practices and procedures of the Depositary and its respective participants, delivered to such account as directed by the Holder.

(b) The Warrant Exercise Shares shall be deemed to have been issued at the time at which the Exercise Conditions have been fulfilled or validly waived, and the Holder, or other person to whom the Holder shall direct the issuance thereof, shall be deemed for all purposes to have become the holder of such Warrant Exercise Shares at such time.

Section 4.5. Reservation of Shares.

(a) During the Exercise Period, the Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of issuance upon the exercise of the Warrants, a number of shares of Common Stock equal to the aggregate Warrant Exercise Shares issuable upon the exercise of all outstanding Warrants. The Company shall use commercially reasonable efforts to take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violating the Company's governing documents, any agreements to which the Company is a party on the date hereof, any requirements of any securities exchange upon which shares of Common Stock may be listed or any applicable Laws. The Company shall not take any action which would cause the number of authorized but unissued shares of Common Stock to be less than the number of such shares required to be reserved hereunder for issuance upon exercise of the Warrants.

(b) The Company covenants that it will take such actions as may be necessary or appropriate in order that all Warrant Exercise Shares issued upon exercise of the Warrants will, upon issuance in accordance with the terms of this Agreement, be fully paid and non-assessable and free from any and all (i) security interests created by or imposed upon the Company and (ii) taxes, liens, and charges with respect to the issuance thereof. If at any time prior to the expiration of the Exercise Period the number and kind of authorized but unissued shares of the Company's capital stock shall not be sufficient to permit exercise in full of the Warrants, the Company will promptly take such corporate action as may, in the opinion of its counsel, be reasonably necessary (including seeking stockholder approval, if required) to increase its authorized but unissued shares to such number of shares as shall be sufficient for such purposes. The Company agrees that its issuance of Warrants shall constitute full authority to its officers who are charged with the issuance of Warrant Exercise Shares to issue Warrant Exercise Shares upon the exercise of Warrants. Without limiting the generality of the foregoing, the Company will not increase the stated or par value per share, if any, of the Common Stock above the Exercise Price per share in effect immediately prior to such increase in stated or par value.

(c) The Company represents and warrants to the Holders that the issuance of the Warrants and the issuance of shares of Common Stock upon exercise thereof in accordance with the terms hereof will not constitute a breach of, or a default under, any other material agreements to which the Company is a party on the date hereof.

Section 4.6. Fractional Shares. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to issue any fraction of a share of its capital

stock in connection with the exercise of any Warrants, and in any case where a Holder of Warrants would, except for the provisions of this Section 4.6, be entitled under the terms thereof to receive a fraction of a share upon the exercise of such Warrants, the Company shall, upon the exercise of such Warrants, issue or cause to be issued only the largest whole number of Warrant Exercise Shares issuable upon such exercise (and such fraction of a share will be disregarded, and the Holder shall not have any rights or be entitled to any payment with respect to such fraction of a share); provided that the number of whole Warrant Exercise Shares which shall be issuable upon the contemporaneous exercise of any Warrants shall be computed on the basis of the aggregate number of Warrant Exercise Shares issuable upon exercise of all such Warrants.

Section 4.7. Close of Books; Par Value. The Company shall not close its books against the transfer of any Warrants or any Warrant Exercise Shares in any manner which interferes with the timely exercise of such Warrants. Without limiting Section 4.5(b), the Company shall use commercially reasonable efforts to, from time to time, take all such action as may be necessary to assure that the par value per share of the unissued shares of Common Stock acquirable upon exercise of the Warrants is at all times equal to or less than the Exercise Price then in effect.

Section 4.8. Payment of Taxes. The Company shall from time to time promptly pay all non-income taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of and Warrant Exercise Shares upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such Warrant Exercise Shares.

Section 4.9. Company Repurchase. The Company shall have the right, except as limited by applicable law, to purchase or otherwise to acquire one or more Warrants at such times, in such manner and for such consideration as agreed by the Company and the applicable Holder.

Section 4.10. Listing. The Company shall procure, at its sole expense, the listing of the Warrant Exercise Shares on all Exchanges on which the Common Stock is then listed. The Company shall take all action reasonably necessary to ensure that the Common Stock will be issued without violation of any applicable Law or regulation or of any requirement of any Exchange on which such shares are listed or traded.

ARTICLE V.

ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT EXERCISE SHARES

In order to prevent dilution of the rights granted under the Warrants, the Exercise Price shall be subject to adjustment from time to time as provided in this Article V, and the number of shares of Common Stock issuable upon exercise of each Warrant shall be subject to adjustment from time to time as provided in this Article V. Notwithstanding anything in this Article V to the contrary, (i) no single event shall be subject to adjustment under more than one section of this Article V so as to result in duplication and (ii) if any single event would otherwise require adjustment of the Exercise Price or the number of shares of Common Stock issuable upon exercise of each Warrant pursuant to more than one such section, such adjustment shall be made by the

Company in good faith in a manner the Company determines is most favorable to the holders of Warrants.

Section 5.1. Additional Common Stock.

(a) *Issue of Common Stock.* In the event the Company shall at any time after the date hereof issue additional Common Stock, including any Additional Common Stock deemed to be issued pursuant to Section 5.1(b) but excluding any Additional Common Stock issued pursuant to any other provision of this Article V (collectively, the “Additional Common Stock”), then the Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-ten thousandth of a cent (\$0.000001)) determined in accordance with the following formula:

$$\text{CPA2} = \text{CPA1} * (\text{A} + \text{B}) \div (\text{A} + \text{C})$$

For purposes of the foregoing formula, the following definitions shall apply:

(i) “CPA2” shall mean the Exercise Price in effect immediately after such issue of Additional Common Stock;

(ii) “CPA1” shall mean the Exercise Price in effect immediately prior to such issue of Additional Common Stock;

(iii) “A” shall mean the number of shares of Common Stock outstanding and deemed outstanding immediately prior to such issue of Additional Common Stock;

(iv) “B” shall mean the number of shares of Common Stock which the aggregate consideration expected to be received by the Company (as determined in good faith by the Board) would purchase at the Current Sale Price; and

(v) “C” shall mean the number of such shares of Additional Common Stock issued in such transaction.

(b) *Deemed Issue of Common Stock.*

(i) If the Company at any time after the issuance of the Warrants but prior to the expiration of the Exercise Period shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of shares of the Common Stock to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility, or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Common Stock (issued as of the time of such issue of Options or Convertible Securities or, in case such a record date shall have been fixed, as of 5:00 PM (New York City time) on such record date) and the provisions hereof that are applicable to the issuance of Additional Common Stock shall apply thereto; provided, that in any such case in which Additional Common Stock are deemed to be issued, no further adjustments in

the Exercise Price shall be made upon the subsequent issue of Convertible Securities or Common Stock upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Exercise Price pursuant to the terms of this Section 5.1, are revised to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion, or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion, or exchange, then, effective upon such increase or decrease becoming effective, the Exercise Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) (the “Original Adjustment Date”) shall be readjusted to such Exercise Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this Section 5.1 shall have the effect of increasing the Exercise Price to an amount which exceeds the lower of (A) the Exercise Price on the Original Adjustment Date, or (B) the Exercise Price that would have resulted from any issuances of Additional Common Stock between the Original Adjustment Date and such readjustment date.

(iii) If the terms of any Option or Convertible Security, the issuance of which did not result in an adjustment to the Exercise Price pursuant to the terms of this Section 5.1, are revised after the date hereof (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion, or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion, or exchange, then such Option or Convertible Security, as so amended, and the Additional Common Stock subject thereto shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted in an adjustment to the Exercise Price pursuant to the terms of this Section 5.1, the Exercise Price shall be readjusted to such Exercise Price as would have been obtained had such Option or Convertible Security never been issued.

(c) For purposes of this Section 5.1, the consideration received by the Company for the issue of any Additional Common Stock shall be computed as follows:

(i) Cash and Property. Such consideration shall: (i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company, excluding amounts paid or payable for accrued interest; (ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors, and (iii) in the event shares of Additional Common Stock are issued together with other interests or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors.

(ii) Options and Convertible Securities. The consideration per share received by the Company for Additional Common Stock deemed to have been issued pursuant to Section 5.1(b) relating to Options and Convertible Securities shall be determined by dividing: (i) the total amount, if any, received or receivable by the Company as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by (ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(iii) In the event the Company shall issue on more than one date shares of Additional Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Exercise Price pursuant to the terms of Section 5.1(a) then, upon the final such issuance, the Exercise Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without additional giving effect to any adjustments as a result of any subsequent issuances within such period).

Section 5.2. Subdivision or Combination of Common Stock. In the event that the amount of outstanding Common Stock is increased or decreased by combination (by reverse stock split or reclassification) or subdivision (by any stock split or reclassification) of the Common Stock or any distribution by the Company with respect to all shares of the Common Stock in the form of additional shares of Common Stock, then, on the effective date of such combination, subdivision or distribution, the number of Warrant Exercise Shares issuable on exercise of the Warrants shall be increased or decreased, as applicable, in proportion to such increase or decrease, as applicable, in the outstanding Common Stock.

Section 5.3. Distributions. If the Company at any time after the issuance of the Warrants but prior to the expiration of the Exercise Period makes a distribution to all holders of shares of the Common Stock of securities, evidences of indebtedness, assets, cash, rights, or warrants (excluding Non-Extraordinary Dividends and any dividends or distributions referred to in Section 5.1 or 5.2), then, in each such case, the Exercise Price in effect prior to such distribution shall be decreased, effective immediately after the effective date of such distribution, by the amount of cash and/or the fair market value (as determined by the Board of Directors, in good faith) of any securities or other assets paid on each share of Common Stock in respect of such distribution.

Section 5.4. [Reserved].

Section 5.5. Reorganization, Reclassification, Consolidation, Merger, or Sale.

(a) In connection with any Organic Change prior to the expiration of the Exercise Period, the Holders shall have the right to acquire and receive, upon exercise of such Warrants, in lieu of the Warrant Exercise Shares immediately theretofore purchasable and receivable upon the exercise of the Warrants, such cash, stock, securities, or other assets or

property as would have been issued or payable in such Organic Change (if the Holder had exercised such Warrant immediately prior to such Organic Change) with respect to or in exchange, as applicable, for the number of Warrant Exercise Shares that would have been issued upon exercise of such Warrants, if such Warrants had been exercised immediately prior to the occurrence of such Organic Change. The Company shall not effect any Organic Change unless, prior to the consummation thereof, the surviving Person (if other than the Company) resulting from such Organic Change, shall assume, by written instrument substantially similar in form and substance to this Agreement in all material respects (including with respect to the provisions of Article V), the obligation to deliver to the Holders such cash, stock, securities, or other assets or property which, in accordance with the foregoing provision, the Holders shall be entitled to receive upon exercise of the Warrants. The provisions of this Section 5.5 shall similarly apply to successive Organic Changes.

(b) If the consideration to be received in an Organic Change for each Warrant Exercise Share that would have been issuable upon such exercise immediately prior to the occurrence of such Organic Change exceeds the Exercise Price then in effect at the time of the consummation of such Organic Change such that the Warrant has positive intrinsic value (i.e., the Warrant is “in the money” at the time of such Organic Change), in lieu of paying the Exercise Price by personal, certified or official bank check or by wire transfer, any Holder may elect to exercise Warrants by authorizing the Company to withhold and not issue to such Holder, in payment of the Exercise Price thereof, a number of such Warrant Exercise Shares equal to (x) the number of Warrant Exercise Shares for which the Warrants are being exercised, multiplied by (y) the Exercise Price, and divided by (z) the Current Sale Price on the Exercise Date (and such withheld shares shall no longer be issuable under such Warrants, and the Holder shall not have any rights or be entitled to any payment with respect to such withheld shares). The “Current Sale Price” for purposes of this Section 5.5(b) shall be the price per share that the holders of Common Stock are entitled to receive upon consummation of any Organic Change.

Section 5.6. Notice of Adjustments. Whenever the number and/or kind of Warrant Exercise Shares or the Exercise Price is adjusted as provided herein, the Company shall (i) prepare and deliver, or cause to be prepared and delivered, forthwith to the Warrant Agent a written statement setting forth the adjusted number and/or kind of shares issuable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made, and (ii) cause the Warrant Agent to give written notice to each Holder in the manner provided in Section 9.2 below, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

Section 5.7. Exclusion of Certain Adjustments. Subject to Section 4.5(b), no adjustment need be made for a change in the par value of the shares of Common Stock. All calculations under this Section 5.7 shall be made to the nearest one one-thousandth (1/1,000) of one cent (\$0.01) or to the nearest one one-thousandth (1/1,000) of a share, as the case may be. Notwithstanding anything to the contrary in this Article V, there shall be no adjustment to the Exercise Price with respect to any Excluded Issuance

Section 5.8. Valuation Firm. Until such time that the Company is subject to reporting obligations under Section 13 or Section 15(d) of the Exchange Act, the Company shall cause the

Valuation Firm to conduct a valuation of the fair market value of the Common Stock (i) in connection with any material change in the business that, in the good faith determination of the Board of Directors, necessitates a renewed valuation and (ii) in connection with any required determination pursuant to this Agreement of the Current Sale Price in accordance with clause (iv) of the definition thereof; provided that the Company shall not be required to obtain more than one valuation pursuant to this clause (ii) in any 12-month period. The Company shall cause the Warrant Agent to give written notice to each Holder in the manner provided in Section 9.2 below upon completion of any valuation determination by the Valuation Firm.

Section 5.9. Form of Warrant After Adjustments. The form of Warrant Certificate need not be changed because of any adjustments in the Exercise Price or the number and/or kind of shares issuable upon exercise of the Warrants, and Warrant Certificates theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated therein, as initially issued; provided that such adjustments in the Exercise Price or the number and/or kind of shares issuable upon exercise of the Warrants pursuant to the terms of this Agreement shall nonetheless have effect upon exercise of the Warrants. The Company, however, may at any time in its sole discretion make any change in the form of Warrant Certificate that it may deem appropriate to give effect to such adjustments and that does not affect the substance of the Warrant Certificate or this Agreement (including the rights, duties, liabilities or obligations of the Warrant Agent), and any Warrant Certificate thereafter issued, whether in exchange or substitution for an outstanding Warrant Certificate, may be in the form so changed.

ARTICLE VI.

TRANSFER AND EXCHANGE OF WARRANTS

Section 6.1. Registration of Transfers and Exchanges.

(a) *Transfer and Exchange of Book-Entry Warrants.* The Transfer and exchange of Book-Entry Warrants shall be effected through the Depositary and its direct and indirect participants, in accordance with the practices and procedures therefor of the Depositary and such participants.

(b) *Exchange of Book-Entry Warrants for Certificated Warrants or Direct Registration Warrants.* If at any time:

(i) the Depositary for the Global Warrant Certificates notifies the Company that it is unwilling or unable to continue as Depositary for the Global Warrant Certificates and a successor Depositary for the Global Warrant Certificates is not appointed by the Company within 90 days after delivery of such notice; or

(ii) the Company, in its sole discretion, notifies the Warrant Agent in writing that it elects to exclusively cause the issuance of Certificated Warrants or Direct Registration Warrants under this Agreement,

then the Warrant Agent shall register and issue Certificated Warrants, or shall register Direct Registration Warrants, in an aggregate number equal to the number of Book-Entry Warrants represented by the Global Warrant Certificates, in accordance with such written instructions. Such

written instructions provided by the Company shall state that the Certificated Warrants or Direct Registration Warrants issued in exchange for Book-Entry Warrants pursuant to this Section 6.1(b) shall be registered in such names and in such amounts as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent.

(c) *Transfer and Exchange of Certificated Warrants or Direct Registration Warrants.* When Certificated Warrants or Direct Registration Warrants are presented to the Warrant Agent with a written request:

(i) to register the Transfer of such Certificated Warrants or Direct Registration Warrants; or

(ii) to exchange such Certificated Warrants or Direct Registration Warrants for an equal number of Certificated Warrants or Direct Registration Warrants, respectively, of other authorized denominations, the Warrant Agent shall register the Transfer or make the exchange, and in the case of Certificated Warrants shall issue such new Warrant Certificates, as requested if its customary requirements for such transactions are met; provided, that (A) the Warrant Agent shall have received (x) a written instruction of Transfer in form satisfactory to the Warrant Agent, duly executed by the Registered Holder thereof or by his attorney, duly authorized in writing and (y) in the case of Certificated Warrants, surrender of the Warrant Certificate or Certificate(s) representing same duly endorsed for Transfer or exchange.

(d) *Exchange of Certificated Warrants or Direct Registration Warrants for Book-Entry Warrants.* Certificated Warrants or Direct Registration Warrants that are not subject to any Warrant Restrictions may be exchanged for Book-Entry Warrants upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of appropriate written instruments of transfer with respect to such Certificated Warrants or Direct Registration Warrants, in form satisfactory to the Warrant Agent, and in the case of Certificated Warrants, surrender of the Warrant Certificate(s) representing same duly endorsed for Transfer or exchange, together with written instructions directing the Warrant Agent to make, or to direct the Depositary to make, an endorsement on the Global Warrant Certificate to reflect an increase in the number of Warrants represented by the Global Warrant Certificate equal to the number of Warrants represented by such Certificated Warrants or Direct Registration Warrants, then the Warrant Agent shall cancel such Certificated Warrants or Direct Registration Warrants on the Warrant Register and cause or direct the Depositary to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Warrant Agent, the number of Book-Entry Warrants represented by the Global Warrant Certificate to be increased accordingly. If no Global Warrant Certificates are then outstanding, or if the Global Warrant Certificates then outstanding cannot be used for such purposes, the Company shall issue and the Warrant Agent shall countersign (by either manual or facsimile signature), a new Global Warrant Certificate representing the appropriate number of Book-Entry Warrants. Any such transfer shall be subject to the Company's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

(e) *Restrictions on Transfer and Exchange of Global Warrant Certificates.* Notwithstanding any other provisions of this Agreement (other than the provisions set forth in Section 6.1(f)), unless and until it is exchanged in whole for Certificated Warrants or Direct

Registration Warrants, a Global Warrant Certificate may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(f) *Restrictions on Transfer.* No Warrants or Warrant Exercise Shares shall be sold, exchanged, or otherwise Transferred in violation of the Securities Act or state securities Laws or the Company's articles of incorporation or bylaws. If any Holder purports to Transfer Warrants to any Person in a transaction that would violate the provisions of this Section 6.1(f), such Transfer shall be void ab initio and of no effect.

(g) *Exchange of Global Warrant Certificate.* A Global Warrant Certificate may be exchanged for another Global Warrant Certificate of like or similar tenor for purposes of complying with the practices and procedures of the Depositary.

(h) *Cancellation of Global Warrant Certificate.* At such time as all beneficial interests in a Global Warrant Certificate have either been exchanged for Certificated Warrants or Direct Registration Warrants, redeemed, repurchased, or cancelled, the Global Warrant Certificate shall be returned to, or retained and cancelled pursuant to applicable Law by, the Warrant Agent, upon written instructions from the Company satisfactory to the Warrant Agent.

Section 6.2. Obligations with Respect to Transfers and Exchanges of Warrants.

(a) All Certificated Warrants or Direct Registration Warrants issued upon any registration of Transfer or exchange of Certificated Warrants or Direct Registration Warrants, respectively, shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Certificated Warrants or Direct Registration Warrants surrendered upon such registration of Transfer or exchange. No service charge shall be made to a Registered Holder for any registration, Transfer, or exchange of any Certificated Warrants or Direct Registration Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Registered Holder in connection with any such exchange or registration of Transfer. The Warrant Agent shall have no obligation to effect an exchange or register a Transfer unless and until it is satisfied that all such taxes and/or charges have been paid.

(b) So long as the Depositary, or its nominee, is the registered owner of a Global Warrant Certificate, the Depositary or such nominee, as the case may be, shall be considered by the Company, the Warrant Agent, and any agent of the Company or the Warrant Agent as the sole owner or holder of the Warrants represented by such Global Warrant Certificate for all purposes under this Agreement (subject to Sections 4.1(ii) and 4.3(c)(z)). Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent, or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy, or other authorization furnished by the Depositary or impair the

operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in a Global Warrant Certificate.

(c) Subject to Section 6.1(c), and this Section 6.2, the Warrant Agent shall:

(i) in the case of Certificated Warrants, register the Transfer of any outstanding Certificated Warrants in the Warrant Register upon receipt of all information required to be delivered hereunder and delivery by the Registered Holder thereof of the Warrant Certificate representing such Certificated Warrants, properly endorsed for transfer, by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney; and upon any such registration of Transfer, a new Warrant Certificate shall be issued to the transferee.

(ii) in the case of Direct Registration Warrants, register the Transfer of any outstanding Direct Registration Warrants in the Warrant Register upon receipt of all information required to be delivered hereunder and delivery by the Registered Holder thereof, at the Warrant Agent's office designated for such purpose, of a form of assignment substantially in the form of Exhibit C hereto, properly completed and duly executed by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney; and upon any such registration of Transfer, a new Direct Registration Warrant shall be issued to the transferee.

Section 6.3. Fractional Warrants. The Warrant Agent shall not effect any registration of Transfer or exchange which would result in the issuance of a fraction of a Warrant.

ARTICLE VII.

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANTS

Section 7.1. No Rights or Liability as Stockholder. Nothing contained herein shall be construed as conferring upon the Holder or the Holder's transferees the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any rights whatsoever as stockholders of the Company. The vote or consent of any Holder shall not be required with respect to any action or proceeding of the Company and no Holder shall have any right not expressly conferred hereunder, or by applicable Law with respect to, the Warrants held by such Holder. No Holder, by reason of the ownership or possession of a Warrant, shall have any right to receive any cash dividends, stock dividends, allotments, or rights or other distributions paid, allotted, or distributed or distributable to the holders of Common Stock prior to, or for which the relevant record date preceded, the date of the exercise of such Warrant. No provision thereof and no mere enumeration therein of the rights or privileges of the Holder shall give rise to any liability of such Holder for the Exercise Price hereunder or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

Section 7.2. Notice to Registered Holders. The Company shall give notice to Registered Holders in accordance with Section 9.2, and prompt written notice thereof to the Warrant Agent, if at any time prior to the expiration of the Exercise Period or exercise in full of the Warrants, any of the following events shall occur:

(a) the payment of any dividend payable in any securities upon shares of Common Stock or the making of any distribution (other than Non-Extraordinary Dividends) to all holders of Common Stock;

(b) the issuance to all holders of Common Stock of any additional shares of Common Stock or of rights, options, or warrants to subscribe for or purchase Common Stock or of any other subscription rights, options, or warrants;

(c) the issuance of any Additional Common Stock, Options, or Convertible Securities that would result in an adjustment to the Exercise Price under Section 5.1;

(d) an Organic Change;

(e) a dissolution, liquidation, or winding up of the Company; or

(f) the occurrence of any other event that would result in an adjustment to the Exercise Price or the number of Warrant Exercise Shares issuable upon exercise of the Warrants under Article V.

Such giving of notice shall be initiated (i) at least ten (10) days prior to the date fixed as the record date or the date of closing of the Company's stock transfer books for the determination of the stockholders entitled to such dividend, distribution, or subscription rights, or of the stockholders entitled to vote on such Organic Change, dissolution, liquidation, or winding up or the occurrence of any other event that would result in an adjustment to the Exercise Price or the number of Warrant Exercise Shares issuable upon exercise of the Warrants under Article V or (ii) in the case of clause (c) above, promptly following the date of issuance. Such notice shall specify such record date or the date of closing the stock transfer books or proposed effective date, as the case may be. Failure to provide such notice shall not affect the validity of any action taken. For the avoidance of doubt, no such notice (or the failure to provide it to any Holder) shall supersede or limit any adjustment called for by Article V by reason of any event as to which notice is required by this Section. Notwithstanding anything to the contrary in this Warrant Agreement, the Company shall not be required to deliver any notice pursuant to this Section 7.2 at any time that such notice would contain material non-public information relating to the Company or the Common Stock.

Section 7.3. Lost, Stolen, Mutilated, or Destroyed Warrant Certificates. If any Warrant Certificate is lost, stolen, mutilated, or destroyed, the Company may issue, and upon written request by the Company, the Warrant Agent shall countersign (either by manual or facsimile signature), and deliver, in exchange and substitution for and upon cancellation of the mutilated Warrant Certificate, or in lieu of and substitution for the Warrant Certificate lost, stolen, or destroyed, a new Warrant Certificate of like tenor in accordance with written instructions from the Company. In the case of Warrant Certificates other than Global Warrant Certificates, the Warrant Agent shall require evidence reasonably satisfactory to it of the loss, theft, or destruction of such Warrant Certificate, and may require an open penalty surety bond satisfactory to it and holding the Company and the Warrant Agent harmless, absent notice to Warrant Agent that such certificates have been acquired by a bona fide purchaser. Applicants for such substitute Warrant Certificates

shall also comply with such other regulations and pay such other charges as the Company or the Warrant Agent may require.

Section 7.4. Cancellation of Warrants. If the Company shall purchase or otherwise acquire Warrants, such Warrants shall be cancelled and retired, in the case of Certificated Warrants or Direct Registration Warrants, by appropriate notation on the Warrant Register, and, in the case of Book-Entry Warrants, in accordance with the practices and procedures of the Depositary, including if required by such practices and procedure by appropriate notation on the applicable Global Warrant Certificate.

ARTICLE VIII.

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 8.1. Resignation, Removal, Consolidation, or Merger of Warrant Agent.

(a) *Appointment of Successor Warrant Agent.* The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of sixty (60) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the Registered Holder of a Warrant, then the Registered Holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. The Company may, at any time and for any reason at no cost to the Holders, remove the Warrant Agent and appoint a successor Warrant Agent by written instrument signed by the Company and specifying such removal and the date when it is intended to become effective, one copy of which shall be delivered to the Warrant Agent being removed and one copy to the successor Warrant Agent. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a Person organized and existing under the Laws of the United States of America, or any state thereunder, in good standing. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, rights, immunities, duties, and obligations of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent, the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

(b) *Notice of Successor Warrant Agent.* In the event a successor Warrant Agent shall be appointed, the Company shall (i) give notice thereof to the predecessor Warrant Agent and the transfer agent for the Common Stock not later than the effective date of any such appointment, and (ii) cause written notice thereof to be delivered to each Registered Holder at

such Registered Holder's address appearing on the Warrant Register. Failure to give any notice provided for in this Section 8.1(b) or any defect therein shall not affect the legality or validity of the removal of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(c) *Merger, Consolidation, or Name Change of Warrant Agent.*

(i) Any Person into which the Warrant Agent may be merged or with which it may be consolidated or any Person resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement, without any further act or deed, if such person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 8.1(a). If any of the Warrant Certificates have been countersigned but not delivered at the time such successor to the Warrant Agent succeeds under this Agreement, any such successor to the Warrant Agent may adopt the countersignature of any previous Warrant Agent; and if at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Agreement.

(ii) If at any time the name of the Warrant Agent is changed and at such time any of the Warrant Certificates have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name. If at that time any of the Warrant Certificates have not been countersigned, the Warrant Agent may countersign such Warrant Certificates either in its prior name or in its changed name. In all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Agreement.

Section 8.2. Fees and Expenses of Warrant Agent.

(a) *Remuneration.* The Company agrees to pay the Warrant Agent reasonable remuneration for its services as Warrant Agent as set forth [in the fee proposal between the Company and the Warrant Agent dated [●], 202[●]], and will reimburse the Warrant Agent upon demand for all reasonable and documented out-of-pocket expenses (including reasonable counsel fees and expenses), taxes and governmental charges and other charges of any kind and nature incurred by the Warrant Agent in connection with the negotiation, preparation, delivery, administration, execution, modification, waiver, delivery, enforcement, or amendment of this of this Agreement and the exercise and performance of its duties hereunder.

(b) *Further Assurances.* Each of the Company and the Warrant Agent agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the other party hereto for the carrying out or performing of the provisions of this Agreement.

Section 8.3. Duties of Warrant Agent

(a) *Covered Persons*. References to the Warrant Agent in this Section 8.3 shall include the Warrant Agent and its affiliates, principals, directors, officers, employees, agents, representatives, attorneys, accountants, advisors, and other professionals.

(b) *Liability*.

(i) The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement.

(ii) The Warrant Agent shall not be responsible for the making of any adjustment in the Exercise Price or the number and/or kind of shares issuable upon the exercise of Warrants required under the provisions of Article V or be responsible for the manner, method, or amount of any such change or the ascertaining of the existence of facts that would require any such change.

(iii) The Warrant Agent shall not by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Warrant Exercise Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Warrant Exercise Shares will, when issued, be validly issued and fully paid and non-assessable.

(iv) The Warrant Agent shall not be accountable or under any duty or responsibility for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants.

(v) The Warrant Agent shall have no liability under, and no duty to inquire as to, the provisions of any agreement, instrument or document other than this Agreement.

(vi) The Warrant Agent may rely on and shall incur no liability or responsibility to the Company, any Holder, or any other Person for any action taken, suffered, or omitted to be taken by it upon any notice, instruction, request, resolution, waiver, consent, order, certificate, affidavit, statement, or other paper, document, or instrument furnished to the Warrant Agent hereunder and reasonably believed by it to be genuine and to have been signed, sent, or presented by the proper party or parties. The Warrant Agent shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such notice, instruction, request, resolution, waiver, consent, order, certificate, affidavit, statement, or other paper, document, or instrument.

(vii) The Warrant Agent shall not take any instructions or directions except those given in accordance with this Agreement.

(viii) The Warrant Agent shall act hereunder solely as agent for the Company and in a ministerial capacity and does not assume any obligation or relationship of agency or trust with any of the Holders, and its duties shall be determined solely by the provisions hereof.

(ix) The Warrant Agent shall not be liable for any action taken, suffered, or omitted to be taken in connection with this Agreement except to the extent that its own gross negligence, willful misconduct, or bad faith was the primary cause of any loss.

(x) Anything in this Agreement to the contrary notwithstanding, in no event shall the Warrant Agent be liable for any special, incidental, punitive, indirect, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of such loss or damage.

(xi) All rights and obligations contained in this Section 8.3 shall survive the termination of this Agreement and the resignation, replacement, incapacity, or removal of the Warrant Agent. All fees and expenses incurred by the Warrant Agent prior to the resignation, replacement, incapacity, or removal of the Warrant Agent shall be paid by the Company in accordance with this Section 8.3 of this Agreement notwithstanding such resignation, replacement, incapacity, or removal of the Warrant Agent.

(xii) The Warrant Agent shall not be liable for interest on any monies at any time received by it pursuant to the provisions of this Agreement.

(xiii) In the event the Warrant Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request, or other communication, paper, or document received by the Warrant Agent hereunder, the Warrant Agent, shall notify and work in good faith with the Company to clarify such ambiguity or uncertainty, and until so clarified, the Warrant Agent shall not be liable in any way to the Company or any Holder or other person or entity for refraining from taking such action.

(c) *Reliance on Company Statement.* Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an Appropriate Officer of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered by it pursuant to the provisions of this Agreement. The Company will perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing by the Warrant Agent of the provisions of this Agreement.

(d) *Indemnity.* The Company agrees to indemnify, defend, protect, and save the Warrant Agent and hold it harmless from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs, or expenses, including without limitation reasonable fees and disbursements of counsel, that may be imposed on, incurred by, or asserted against such Person, at any time, and in any way relating to or arising out of or in connection with, directly or indirectly, the execution, delivery or performance of this Agreement, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of such Person; provided, that no such Person shall be entitled to be so

indemnified, defended, protected, saved, and kept harmless to the extent such loss was caused by its own gross negligence, bad faith, or willful misconduct. Notwithstanding the foregoing, the Company shall not be responsible for any settlement made without its written consent, which written consent shall not be unreasonably conditioned, withheld, or delayed.

(e) *Exclusions.* The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except, in each case, its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement; nor shall it be responsible to make any adjustments required under the provisions of Article V hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Stock to be issued pursuant to this Agreement or any Warrant or as to whether any Common Stock will, when issued, be valid and fully paid and non-assessable. The Warrant Agent will not be under any duty or responsibility to ensure compliance with any applicable federal or state securities Laws in connection with the issuance, transfer, or exchange of Warrants.

(f) The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect, or misconduct of any such attorneys, agents, or employees or for any loss to the Company resulting from such neglect or misconduct, provided that the Warrant Agent acts without gross negligence, willful misconduct, or bad faith in connection with the selection of such attorneys, agents, or employees.

(g) The Warrant Agent may consult at any time with legal counsel satisfactory to it (who may be legal counsel for the Company).

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. Binding Effects; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Company, the Warrant Agent, and the Holders and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the Company, the Warrant Agent, and the Holders, or their respective heirs, legal representatives, successors, or assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

Section 9.2. Notices. All notices, requests, consents, and other communications hereunder to any party shall be deemed to be sufficient if delivered in writing in person, by electronic mail or facsimile, or sent by nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or at such other address as may hereafter be designated in writing by

such party to the other parties. All such notices, requests, consents and other communications shall be delivered as follows:

if to the Warrant Agent, to:

[•]

if to the Company, to:

Office Properties Income Trust
255 Washington Street, Suite 300
Newton, MA 02458
Facsimile: [•]
Attention: [•]

with copies (which shall not constitute notice) to:

[•]

[•]

[•]

[•]

Facsimile: [•]

Attention: [•]

if to Registered Holders, at their addresses as they appear in the Warrant Register and, if different, at the addresses appearing in the records of the transfer agent or registrar for the Common Stock.

All such notices, requests, consents, and other communications shall be deemed to have been received (i) in the case of personal delivery or delivery by facsimile or electronic mail, on the date of such delivery, (ii) in the case of dispatch by nationally recognized overnight courier, on the next Business Day following such dispatch, and (iii) in the case of mailing, on the fifth (5th) Business Day after the posting thereof.

Section 9.3. Persons Having Rights under this Agreement. Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the parties hereto and the Holders, any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Holders.

Section 9.4. Examination of this Agreement. A copy of this Agreement, and of the entries in the Warrant Register relating to such Registered Holder's Warrants, shall be available at all reasonable times at an office designated for such purpose by the Warrant Agent, for examination by the Registered Holder of any Warrant.

Section 9.5. Counterparts. This Agreement may be executed in any number of original or facsimile or electronic PDF counterparts and each of such counterparts shall for all purposes be

deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 9.6. Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation hereof.

Section 9.7. Amendments.

(a) Subject to Section 9.7(b) below, this Agreement may not be amended except in writing signed by the Company and the Warrant Agent.

(b) The Company and the Warrant Agent may from time to time supplement or amend this Agreement or the Warrants, as follows:

(i) without the approval of any Holder in order to cure any ambiguity, manifest error or other mistake in this Agreement or the Warrants, or to correct or supplement any provision contained herein or in the Warrants that may be defective or inconsistent with any other provision herein or in the Warrants, or to make any other provisions in regard to matters or questions arising hereunder that the Company may deem necessary or desirable and that shall not adversely affect, alter, or change the interests of the Holders in any material respect, or

(ii) with the prior written consent of the Requisite Holders; provided, that the consent of each Holder adversely affected thereby shall be required for any amendment that (i) reduces the term of the Warrants (or otherwise modifies any provisions pursuant to which the Warrants may be terminated or cancelled, other than technical provisions related to certificated securities) or (ii) increases the Exercise Price and/or decreases the number of Warrant Exercise Shares (or, as applicable, the amount of such other securities and/or assets) deliverable upon exercise of the Warrants, other than such increases and/or decreases that are made pursuant to this Agreement.

(c) Notwithstanding anything to the contrary herein, upon the delivery of a certificate from an Appropriate Officer which states that the proposed supplement or amendment is in compliance with the terms of this Section 9.7, the Warrant Agent shall execute such supplement or amendment; provided that the Warrant Agent may, but shall not be obligated to, execute any amendment or supplement that affects Warrant Agent's rights, duties, immunities, liabilities, or obligations hereunder. Any amendment, modification, or waiver effected pursuant to and in accordance with the provisions of this Section 9.7 shall be binding upon all Holders and upon each future Holder, the Company, and the Warrant Agent. In the event of any amendment, modification, or waiver, the Company shall give prompt notice thereof to all Registered Holders. Any failure of the Company to give such notice or any defect therein shall not, however, in any way impair or affect the validity of any such amendment.

Section 9.8. No Inconsistent Agreements; No Impairment. The Company shall not, on or after the date hereof, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holders in this Agreement. The Company represents and warrants to the Holders that the rights granted hereunder do not in any way conflict with the rights granted to holders of the Company's securities under any other agreements. The Company shall not, by

amendment of its articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of the Warrants and in the taking of all such action as may be necessary in order to preserve the exercise rights of the Holders against impairment.

Section 9.9. Integration/Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Company, the Warrant Agent, and the Holders in respect of the subject matter contained herein. There are no restrictions, promises, warranties, or undertakings, other than those set forth or referred to herein, with respect to the Warrants. This Agreement supersedes all prior agreements and understandings between the parties with respect to the Warrants.

Section 9.10. Governing Law, Etc. This Agreement and each Warrant issued hereunder shall be deemed to be a contract made under the Laws of the State of New York and for all purposes shall be governed by and construed in accordance with the Laws of such State. Each party hereto consents and submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and of the U.S. federal courts located in the Southern District of New York in connection with any action or proceeding brought against it that arises out of or in connection with, that is based upon, or that relates to this Agreement or the transactions contemplated hereby; provided that nothing in this Section 9.10 shall limit or restrict the exclusive jurisdiction retained by the Bankruptcy Court pursuant to Article XI of the Plan, including, without limitation, the interpretation, implementation, or enforcement of the Plan or any Plan Supplement Document. In connection with any such action or proceeding in any such court, each party hereto hereby waives personal service of any summons, complaint, or other process and hereby agrees that service thereof may be made in accordance with the procedures for giving notice set forth in Section 9.2 hereof. Each party hereto hereby waives any objection to jurisdiction or venue in any such court in any such action or proceeding and agrees not to assert any defense based on forum *non conveniens* or lack of jurisdiction or venue in any such court in any such action or proceeding.

Section 9.11. Termination. This Agreement will terminate on the earlier of (i) such date when all Warrants have been exercised with respect to all shares subject thereto, or (ii) the expiration of the Exercise Period. The provisions of Section 8.3 and this Article IX shall survive such termination and the resignation, replacement, or removal of the Warrant Agent.

Section 9.12. WAIVER OF TRIAL BY JURY. EACH PARTY HERETO, INCLUDING EACH HOLDER BY ITS RECEIPT OF A WARRANT, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.13. Remedies. The Company hereby agrees that, in the event that the Company violates any provisions of the Warrants (including the obligation to deliver shares of Common Stock upon the exercise thereof), the remedies at law available to the Holder of such Warrant may

be inadequate. In such event, any Holder shall have the right, in addition to all other rights and remedies any of them may have, to specific performance and/or injunctive or other equitable relief to enforce the provisions of this Agreement and the Warrants.

Section 9.14. Bank Accounts. All funds received by the Warrant Agent under this Agreement that are to be distributed or applied by the Warrant Agent in the performance of Services (the “Funds”) shall be held by the Warrant Agent as agent for the Company and deposited in one or more bank accounts to be maintained by the Warrant Agent in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, the Warrant Agent will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding \$1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody’s (Long Term Rating), and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution, or other third party. The Warrant Agent may from time to time receive interest, dividends, or other earnings in connection with such deposits. The Warrant Agent shall not be obligated to pay such interest, dividends, or earnings to the Company, any holder, or any other party.

Section 9.15. Severability. In the event that any one or more of the provisions contained in this Agreement, or the application thereof in any circumstances, is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of any such provisions in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby; provided, that if any such excluded provision shall adversely affect the rights, immunities, duties, or obligations of the Warrant Agent, the Warrant Agent shall be entitled to immediately resign.

Section 9.16. Confidentiality. The Warrant Agent and the Company agree that the Warrant Register and personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or carrying out of this Agreement, shall remain confidential and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions), or pursuant to the requirements of the SEC.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned parties hereto as of the date first above written.

OFFICE PROPERTIES INCOME TRUST

By: _____
Name:
Title:

[_____], as Warrant Agent

By: _____
Name:
Title:

EXHIBIT A-1

FACE OF GLOBAL WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON [●], 2033,

This Global Warrant Certificate is held by The Depository Trust Company (the “Depository”) or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any person under any circumstances except that (i) this Global Warrant Certificate may be exchanged in whole but not in part pursuant to Section 6.1(g) of the Warrant Agreement, (ii) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 6.1(h) of the Warrant Agreement and (iii) this Global Warrant Certificate may be transferred to a successor Depository with the prior written consent of the Company.

Unless this Global Warrant Certificate is presented by an authorized representative of the Depository to the Company or the Warrant Agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of Cede & Co. or such other entity as is requested by an authorized representative of the Depository (and any payment hereon is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful because the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Warrant Certificate shall be limited to transfers in whole, but not in part, to nominees of the Depository or to a successor thereof or such successor’s nominee.

No registration or transfer of the securities issuable pursuant to the Warrant will be recorded on the books of the Company until such provisions have been complied with.

THE SECURITIES REPRESENTED BY THIS GLOBAL WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) WILL BE ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY CODE. THE WARRANT MAY BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT, PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE COMPANY, THEN THE WARRANT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS. IN ADDITION, THE WARRANT MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE TRANSFER PROVISIONS IN ARTICLE VI OF THE WARRANT AGREEMENT. THESE LEGENDS MAY NOT BE REMOVED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

THIS WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO
5:00 P.M., NEW YORK CITY TIME, ON [●], 2033,

WARRANT TO PURCHASE

_____ **SHARES OF COMMON STOCK OF**

OFFICE PROPERTIES INCOME TRUST*

CUSIP # [●]

ISSUE DATE: [●], 2026

No. [●]

This certifies that, for value received, Cede & Co. and its registered assigns (collectively, the “Registered Holder”), is entitled to purchase from Office Properties Income Trust, a Maryland real estate investment trust (the “Company”), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on [●], 2033, the number of fully paid and non-assessable shares of Common Stock, \$0.01 par value per share (“Common Stock”) of the Company set forth above at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be [\$25].00.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

- * Exercisable for [●] shares of Common Stock for all Warrants in the aggregate, subject to adjustment in accordance with Article V of the Warrant Agreement.

IN WITNESS WHEREOF, this Warrant has been duly executed by the Company under its corporate seal as of the [●] day of [●], 2026.

OFFICE PROPERTIES INCOME TRUST

By: _____

Name:

Title:

[_____], as Warrant Agent

By: _____

Name:

Title:

Address of Registered Holder for Notices (until changed in accordance with this Warrant):

Cede & Co.

55 Water Street

New York, New York 10041

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS GLOBAL WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

EXHIBIT A-2

FORM OF REVERSE OF GLOBAL WARRANT CERTIFICATE

The Warrant evidenced by this Global Warrant Certificate is a part of a duly authorized issue of Warrants to purchase _____☐ shares of Common Stock issued pursuant to the Warrant Agreement, a copy of which may be inspected at the office of the Warrant Agent designated for such purpose. The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties, and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. Capitalized terms used in this Warrant Certificate but not defined herein shall have the meanings assigned to them in the Warrant Agreement.

The Company shall not be required to issue fractions of shares of Common Stock or any certificates that evidence fractional shares of Common Stock.

No Warrants may be sold, exchanged, or otherwise transferred in violation of the Securities Act or state securities laws. This Warrant does not entitle the Registered Holder to any of the rights of a stockholder of the Company.

Subject to the terms of the Warrant Agreement, the Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate for all purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

☐ Exercisable for [**●**] shares of Common Stock for all Warrants in the aggregate, subject to adjustment in accordance with Article V of the Warrant Agreement.

EXHIBIT A-2

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) WILL BE ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY CODE. THE WARRANT MAY BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT, PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE COMPANY, THEN THE WARRANT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS. IN ADDITION, THE WARRANT MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE TRANSFER PROVISIONS IN ARTICLE VI OF THE WARRANT AGREEMENT. THESE LEGENDS MAY NOT BE REMOVED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Certificate Number _____

Warrants _____
CUSIP [•]

This certifies that is the holder of

WARRANTS TO PURCHASE COMMON STOCK OF
OFFICE PROPERTIES INCOME TRUST

transferable on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of the certificate properly endorsed. Each Warrant entitles the holder and its registered assigns (collectively, the “Registered Holder”) to purchase by exercise from Office Properties Income Trust, a Maryland real estate investment trust (the “Company”), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on [•], 2033, one fully paid and non-assessable share of Common Stock, \$0.01 par value per share (“Common Stock”) of the Company at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be [\$25].00.

This certificate is not valid unless countersigned and registered by the Warrant Agent.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

DATED:

Authorized Officer

Attest

COUNTERSIGNED AND REGISTERED

[_____] , AS WARRANT AGENT

Secretary

By: _____
AUTHORIZED SIGNATURE

FORM OF REVERSE OF WARRANT

OFFICE PROPERTIES INCOME TRUST

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase [●] shares of Common Stock issued pursuant to the Warrant Agreement, dated as of [●], 2026, between Office Properties Income Trust, a Maryland real estate investment trust (the “Company”), and [_____] (together with its successors and assigns, the “Warrant Agent” and the agreement, the “Warrant Agreement”), a copy of which may be inspected at the office of the Warrant Agent designated for such purpose. The Warrant Agreement is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties, and immunities thereunder of the Warrant Agent, the Company, and the Registered Holders of the Warrants. Capitalized terms used in this Warrant Certificate but not defined herein shall have the meanings assigned to them in the Warrant Agreement.

The Company shall not be required to issue fractions of shares of Common Stock or any certificates that evidence fractional shares of Common Stock. No Warrants may be sold, exchanged, or otherwise transferred in violation of the Securities Act or state securities laws. The Warrants represented by this Warrant Certificate do not entitle the Registered Holder to any of the rights of a stockholder of the Company. The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for all purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

EXHIBIT B-1

EXERCISE FORM FOR REGISTERED HOLDERS HOLDING WARRANT CERTIFICATES
(To be executed upon exercise of Warrants)

The undersigned Registered Holder of this Warrant Certificate, being the holder of Warrants of Office Properties Income Trust, a Maryland real estate investment trust (the "Company") pursuant to that certain Warrant Agreement, dated as of [●], 2026 (the "Warrant Agreement"), by and among the Company and [_____] (together with its successors and assigns, the "Warrant Agent") hereby tenders payment for _____ Warrant Exercise Shares to the order of Office Properties Income Trust in the amount of \$_____ in accordance with the terms of the Warrant Agreement.

The undersigned requests that the Warrant Exercise Shares be issued in the name of the undersigned Holder or as otherwise indicated below:

Name _____

Address _____

If said number of Warrant Exercise Shares shall not be all the Warrant Exercise Shares issuable upon exercise of the Warrant, the undersigned requests that a new Warrant Certificate representing the balance of such Warrant shall be issued in the name of the undersigned Holder or as otherwise indicated below and be delivered to the address indicated below:

Name _____

Address _____

 _____Delivery Address if Different

Dated: _____, 20__

HOLDER

By: _____

Name:

Title:

EXHIBIT B-2

**EXERCISE FORM FOR REGISTERED HOLDERS HOLDING DIRECT REGISTERED
WARRANTS**

(To be executed upon exercise of Warrants)

The undersigned Holder, being the holder of Warrants of Office Properties Income Trust, a Maryland real estate investment trust (the "Company") pursuant to that certain Warrant Agreement, dated as of [●], 2026 (the "Warrant Agreement"), by and among the Company and [_____] (together with its successors and assigns, the "Warrant Agent") hereby tenders payment for _____ Warrant Exercise Shares to the order of Office Properties Income Trust in the amount of \$_____ in accordance with the terms of the Warrant Agreement.

The undersigned requests that the Warrant Exercise Shares be issued in the name of the undersigned Holder or as otherwise indicated below:

Name _____
Address _____

If said number of Warrant Exercise Shares shall not be all the Warrant Exercise Shares issuable upon exercise of the Warrant, the undersigned requests that a new Warrant Certificate representing the balance of such Warrant shall be issued in the name of the undersigned Holder or as otherwise indicated below and be delivered to the address indicated below:

Name _____
Address _____

Delivery Address if Different

Dated: _____, 20__

HOLDER

By: _____

Name:

Title:

FORM OF ASSIGNMENT
FOR REGISTERED HOLDERS
HOLDING DIRECT REGISTRATION WARRANTS
(To be executed only upon assignment of Warrants)

For value received, the undersigned Holder of Warrants of Office Properties Income Trust, a Maryland real estate investment trust (the “Company”), pursuant to that certain Warrant Agreement, dated as of [●], 2026 (the “Warrant Agreement”), by and among the Company and [●] (together with its successors and assigns, the “Warrant Agent”), hereby sells, assigns, and transfers unto the Assignee(s) named below the number of Warrants listed opposite the respective name(s) of the Assignee(s) named below, and all other rights of the Holder under said Warrants, and does hereby irrevocably constitute and appoint _____, to transfer said Warrants, as and to the extent set forth below, on the Warrant Register maintained for the purpose of registration thereof, with full power of substitution in the premises:

Name(s) of Assignee(s)	Address of Assignee(s)	Number of Warrants

Dated: _____, 20__

Signature: _____

Name: _____

Note: The above signature and name should correspond exactly with the name of the Holder of the Warrants as it appears on the Warrant Register.

Exhibit C

Directors and Officers of Reorganized Debtors

As of the Effective Date,¹ the term of the current members of the board of trustees of Office Properties Income Trust shall expire and the New Board will be instituted at the Reorganized Parent. The initial New Board will have seven (7) members, consisting of (a) five (5) individuals appointed by the September 2029 Ad Hoc Group, (b) one (1) individual appointed by the Committee, with such individual being reasonably acceptable to the Debtors and the September 2029 Ad Hoc Group, and (c) one (1) individual appointed by RMR.

The officers of the respective Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of each of the respective Reorganized Debtors on the Effective Date. After the Effective Date, the selection of officers of the Reorganized Debtors shall be as provided by their respective organizational documents.

Set out below is the biography and affiliation of the initial New Board member known as of the date hereof, which disclosure may be amended and/or supplemented at any time prior to the Confirmation Hearing in accordance with the Plan and the Restructuring Support Agreement and subject to the consent rights thereunder. The Debtors shall disclose the identity and affiliations of any other Person proposed to serve on the New Board of the Reorganized Debtors as soon as such Persons are known and determined.

Biographies/Affiliations of the Members of the New Board

- **Adam Portnoy.** Mr. Portnoy is the Chair of the Board of Directors, a Managing Director, and the President and Chief Executive Officer of The RMR Group Inc. (“**RMR Inc.**”), the President and Chief Executive Officer of The RMR Group LLC (“**RMR**”), and the sole trustee, an officer, and the controlling shareholder of ABP Trust, which is the controlling shareholder of RMR Inc. As of the date hereof, he also serves as the Chair of the Board of Trustees and a Managing Trustee of each of the following companies managed by RMR: Diversified Healthcare Trust, Industrial Logistics Properties Trust, Office Properties Income Trust, Service Properties Trust, and Seven Hills Realty Trust, and he is the sole director of AlerisLife Inc., Sonesta International Hotels Corporation, and Tremont Realty Capital LLC, an SEC registered investment adviser. Prior to joining RMR in 2003, Mr. Portnoy held various positions in the finance industry and public sector, including working as a banker at Donaldson, Lufkin & Jenrette and ABN AMRO, working in private equity at the International Finance Corporation (a member of The World Bank Group) and DLJ Merchant Banking Partners, and serving as Chief Executive Officer of a telecommunications company. Mr. Portnoy currently serves as Chair of the Board of Directors of the Pioneer Institute, as a member of the executive committee of the Board of Directors of the Greater Boston Chamber of Commerce, as Co-Chair of the Board of Directors of the Massachusetts Opportunity Alliance, Inc., as a member of the Board of

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtor Affiliates* [Docket No. 1174].

Directors of the Massachusetts High Technology Council, Inc., and as the Honorary Consul General of the Republic of Bulgaria to the Commonwealth of Massachusetts. Mr. Portnoy graduated with a Bachelor's degree in Public Policy from Occidental College in 1993.

EXHIBIT D

Schedule of Assumed Executory Contracts and Unexpired Leases

In accordance with Article VIII of the *Third Amended Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtor Affiliates* [Docket No. 1174] (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the “**Plan**”),¹ the Debtors hereby provide notice that, pursuant to section 365 of the Bankruptcy Code, the Debtors propose to assume the Executory Contracts and Unexpired Leases listed on the schedule below (the “***Schedule of Assumed Executory Contracts and Unexpired Leases***”) as of the Petition Date.

In accordance with Article 8.1 of the Plan, all Executory Contracts and Unexpired Leases of the Debtors, including, but not limited to, those contracts included in this Schedule of Assumed Executory Contracts and Unexpired Leases, and which have not expired by their own terms on or prior to the Confirmation Date, shall be deemed assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts and Unexpired Leases that, in each case: (a) have been assumed, assumed and assigned, or rejected by the Debtors by prior order of the Bankruptcy Court; (b) are the subject of a motion to reject Filed by the Debtors pending on the Effective Date; (c) are identified as rejected Executory Contracts and Unexpired Leases by the Debtors on the Schedule of Rejected Executory Contracts and Unexpired Leases; (d) are rejected or terminated pursuant to the terms of the Plan; or (e) are the subject of a pending Cure Dispute.

The Debtors’ listing of an Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases shall not be deemed or construed as (a) a promise by the Debtors to seek the assumption of such contract or lease; (b) a limitation or waiver on the Debtors’ ability to amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases; (c) a limitation or waiver on the Debtors’ ability to seek to assume or reject any Executory Contract or Unexpired Lease; or (d) an admission that any potential Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of such agreements or the validity, priority, or amount of any claims of a counterparty to such agreements against the Debtors that may arise under such agreements, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such agreements. Parties to Executory Contracts or Unexpired Leases appearing on the Schedule of Assumed Executory Contracts and Unexpired Leases are advised to carefully review the information contained herein and the related provisions of the Plan.

The Debtors reserve all their rights, claims, and causes of action with respect to this **Exhibit D**, including the right to amend, revise, or supplement this **Exhibit D**, and any of the documents and designations contained herein at any time before the Effective Date (or any such other date as may

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

be provided for by the Plan or by order of the Bankruptcy Court) for any reason whatsoever, including based on objections received to Article VIII of the Plan or otherwise.

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
AME Landscape Companies, Inc.	GPT Properties Trust	OPI_V00044	Vendor Agreements	Service Agreement Dated 11/01/2023	\$911.00
Brendle Sprinkler Co., Inc.	GPT Properties Trust	OPI_V00089	Vendor Agreements	Service Agreement	\$695.75
BrightView Landscape Services, Inc.	Grand Oak Circle Tampa LLC	OPI_V00518	Vendor Agreements	Service Agreement Dated 02/28/2025	\$2,322.58
Brookstone Landscape & Design, LLC	Elliott Ave Seattle LLC	OPI_V00519	Vendor Agreements	Service Agreement Dated 06/12/2024	\$4,751.70
Carrier Corporation	SIR Properties Trust	OPI_V00098	Vendor Agreements	Service Agreement Dated 07/01/2022	\$313.43
Choice Plantings, Inc.	FP Redland Technology Center LLC; FP 540 Gaither, LLC; Santa Clara (Walsh) LLC	OPI_V00531	Vendor Agreements	Agreement	\$7,978.09
Ciminelli Real Estate Corporation	GPT Properties Trust	OPI_V00108	Vendor Agreements	Property Management Agreement Dated 11/01/2018	\$37,830.74
	SIR Properties Trust	OPI_V00109	Vendor Agreements	Property Management Agreement Dated 11/01/2018	\$0.00
Constellation NewEnergy, Inc.	OPI Notex Properties LLC	OPI_U00007	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 10/30/2025	\$55,571.16
	FP Patuxent Parkway, LLC	OPI_U00001	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 12/18/2019	\$9,782.79
	FP 6310 Hillside Center, LLC	OPI_U00014	Vendor Agreements	Master Energy Commodity Supply and Services Contract Dated 09/03/2019	\$4,667.95
	FP 6310 Hillside Center, LLC	OPI_U00015	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 12/05/2019	\$0.00
	GPT Properties Trust	OPI_U00012	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 04/14/2023	\$1,068.34
	FP 6315 Hillside Center, LLC	OPI_U00016	Vendor Agreements	Master Energy Commodity Supply and Services Contract Dated 09/03/2019	\$130.02
	FP 6315 Hillside Center, LLC	OPI_U00017	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 12/05/2019	\$0.00
	FP 1401 K, LLC	OPI_U00005	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 04/14/2023	\$0.00
	ACP East LLC	OPI_U00009	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 12/23/2019	\$0.00
	FP Redland Technology Center LLC	OPI_U00010	Vendor Agreements	Master Energy Commodity Supply and Services Contract Dated 09/03/2019	\$0.00
	FP Redland Technology Center LLC	OPI_U00011	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 12/20/2019	\$0.00
	FP 11 Dupont Circle, LLC	OPI_U00003	Vendor Agreements	Attachment to Master Energy Commodity Supply and Services Contract Dated 04/18/2023	\$0.00
	FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; FP 1401 K, LLC; GPT Properties Trust; FP 6315 Hillside Center, LLC; FP Patuxent Parkway, LLC; FP 6310 Hillside Center, LLC; OPI Notex Properties LLC	OPI_U00008	Vendor Agreements	Adequate Assurance Amendment to the Master Retail Electricity Supply Agreement Dated 09/11/2025	\$0.00
Direct Energy Business LLC	440 First Street LLC	OPI_U00021	Vendor Agreements	Exhibit B Pricing Attachment to the Transaction Confirmation dated 03/01/2023 Dated 04/07/2023	\$15,192.27
	FP 1211 Connecticut Avenue, LLC	OPI_U00020	Vendor Agreements	Exhibit B Pricing Attachment to the Transaction Confirmation dated 03/01/2023 Dated 04/14/2023	\$6,613.15
	FP 840 First Street, LLC	OPI_U00022	Vendor Agreements	Exhibit B Pricing Attachment to the Transaction Confirmation dated 03/01/2023 Dated 04/12/2023	\$49,050.46
Johnson-Melloh, Inc.	SIR Properties REIT LLC	OPI_V00584	Vendor Agreements	Service Order Dated 01/24/2025	\$17,393.00
Kinema Fitness Inc.	OPI WF Owner LLC	OPI_V00588	Vendor Agreements	Service Agreement Dated 04/04/2025	\$2,580.77
LaShomb Lawn & Landscape, Inc.	SIR Properties Trust	OPI_V00249	Vendor Agreements	Service Agreement Dated 04/01/2023	\$540.00
Meridian Insights LLC	Office Properties Income Trust	OPI_V00666	Vendor Agreements	Agreement for Regulatory Consulting Services Dated 07/01/2025	\$13,500.00
Monumental Vending, Inc. dba Monumental Markets	FP Atlantic Corporate Park, LLC	OPI_V00290	Vendor Agreements	Service Agreement Dated 08/01/2023	\$6,105.54
	GPT Properties Trust	OPI_V00291	Vendor Agreements	Service Agreement Dated 04/01/2020	\$0.00
Outdoor Pride Landscaping, LLC	OPI 25 Exchange LLC	OPI_V00311	Vendor Agreements	Service Agreement Dated 04/01/2025	\$6,862.13
	OPI Notex Properties LLC	OPI_V00312	Vendor Agreements	Service Agreement Dated 04/01/2025	\$7,587.60
Rain Retail Software, LLC	SIR Properties Trust	OPI_T01691	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Lease Agreement Dated 01/05/2024	\$29,220.27
	SIR Properties Trust	OPI_T01692	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Declaration by LL and T (WS) Dated 03/17/2025	\$0.00
	SIR Properties Trust	OPI_T01693	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Agreement Dated 04/29/2025	\$0.00
	SIR Properties Trust	OPI_T01694	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Agreement Dated 07/30/2025	\$0.00
Ruppert Landscape LLC	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiche Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00366	Vendor Agreements	Service Agreement Dated 07/01/2025	\$12,390.40
	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiche Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00365	Vendor Agreements	Service Agreement Dated 07/01/2022	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Ruppert Landscape LLC	FP Redland Technology Center LLC; ACP East LLC; FP 540 Gaither, LLC; GPT Properties Trust; FP 6315 Hillside Center, LLC; FP Patuxent Parkway, LLC; OPI 25 Exchange LLC; FP 6310 Hillside Center, LLC	OPI_V00368	Vendor Agreements	Service Agreement Dated 01/01/2020	\$0.00
Ryan, LLC, a Delaware limited liability company and its affiliates	Office Properties Income Trust	OPI_V00371	Vendor Agreements	Property Tax Services Agreement Dated 01/01/2025	\$430,989.03
S. Guerriero Landscape Maintenance Contractors, Inc.	SIR Parsippany (Jefferson) LLC	OPI_V00373	Vendor Agreements	Service Agreement Dated 04/01/2025	\$2,500.36
	SIR Parsippany (Jefferson) LLC	OPI_V00372	Vendor Agreements	Service Agreement Dated 11/21/2024	\$0.00
SP Plus Corporation, a Delaware corporation	Office Properties Income Trust	OPI_V00399	Vendor Agreements	Service Agreement Dated 01/04/2024	\$112,229.49
The RMR Group LLC	Office Properties Income Trust	OPI_M00001	Management Agreements	Second Amended and Restated Business Management Agreement Dated 6/5/2015	\$27,151.15
	Office Properties Income Trust	OPI_M00002	Management Agreements	Second Amended and Restated Property Management Agreement Dated 6/5/2015	\$0.00
Waste Management National Services, Inc.	FP Atlantic Corporate Park, LLC; 440 First Street LLC; FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; SIR Campbell Place Inc.; Government Properties Income Trust LLC; FP 540 Gaither, LLC; GPT Properties LLC; FP 1401 K, LLC; GPT Properties Trust; SIR Parsippany (Jefferson) LLC; FP 6315 Hillside Center, LLC; Grand Oak Circle Tampa LLC; FP 1211 Connecticut Avenue, LLC; FP 1775 Wiehle Avenue, LLC; FP Patuxent Parkway, LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC; 112 Ave Miami LLC; FP Sterling Park Land, LLC; GOV Lake Fairfax Inc.; Elliott Ave Seattle LLC; GOV Lakewood Properties Trust; SIR Centennial LLC; SIR Properties REIT LLC; SIR Properties Trust	OPI_V00479	Vendor Agreements	First Amendment To Amended And Restated Master Services Agreement Dated 09/26/2022	\$2,772.09
	FP Atlantic Corporate Park, LLC; 440 First Street LLC; FP Redland Technology Center LLC; FP 11 Dupont Circle, LLC; SIR Campbell Place Inc.; Government Properties Income Trust LLC; FP 540 Gaither, LLC; GPT Properties LLC; FP 1401 K, LLC; GPT Properties Trust; SIR Parsippany (Jefferson) LLC; FP 6315 Hillside Center, LLC; Grand Oak Circle Tampa LLC; FP 1211 Connecticut Avenue, LLC; FP 1775 Wiehle Avenue, LLC; FP Patuxent Parkway, LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC; 112 Ave Miami LLC; FP Sterling Park Land, LLC; GOV Lake Fairfax Inc.; Elliott Ave Seattle LLC; GOV Lakewood Properties Trust; SIR Centennial LLC; SIR Properties REIT LLC; SIR Properties Trust	OPI_V00480	Vendor Agreements	Amended and Restated Master Services Agreement Dated 12/20/2019	\$0.00
WASTEPRO-ATLANTA	Twelve24 Atlanta LLC	OPI_V00481	Vendor Agreements	Service Contract Dated 03/18/2020	\$3,675.26
Yardi Marketplace, Inc.	Office Properties Income Trust	OPI_V00490	Vendor Agreements	Strategic Account Agreement Dated 08/16/2018	\$3,215.00
20 MASS AVE TRS INC.	Government Properties Income Trust LLC	OPI_T03000	Tenant Agreements	20 Massachusetts Avenue - Lease Agreement Dated 1/1/2025	\$0.00
70 Degrees Air Conditioning & Mechanical LLC	OPI BND Properties LLC	OPI_V00001	Vendor Agreements	HVAC Maintenance Service Agreement Dated 02/01/2025	\$0.00
A2Z, INC.	FP Patuxent Parkway, LLC	OPI_T01416	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Deed of Lease for Office Space (WS) Dated 11/21/2011	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01417	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Deed of Lease (WS) Dated 11/29/2012	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01418	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Amendment to Lease (Storage Space) (WS) Dated 02/22/2013	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01419	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Amendment to Lease (Storage Space) (WS) Dated 05/07/2014	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01420	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Deed of Lease Dated 11/18/2016	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01421	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Third Amendment to Lease Dated 02/16/2018	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01422	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Fourth Amendment to Deed of Lease (WS) Dated 05/18/2018	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01423	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement (WS) Dated 11/26/2018	\$0.00
	OPI 25 Exchange LLC	OPI_T00523	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Lease Agreement (WS) Dated 11/09/2011	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
	OPI 25 Exchange LLC	OPI_T00524	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - First Amendment to Lease (WS) Dated 01/07/2014	\$0.00
	OPI 25 Exchange LLC	OPI_T00525	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Second Amendment to Lease (WS) Dated 12/11/2014	\$0.00
	OPI 25 Exchange LLC	OPI_T00526	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Third Amendment to Lease (WS) Dated 01/25/2016	\$0.00
	OPI 25 Exchange LLC	OPI_T00527	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Renewal Letter Dated 09/01/2016	\$0.00
	OPI 25 Exchange LLC	OPI_T00528	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Fourth Amendment to Lease Dated 01/18/2018	\$0.00
	OPI 25 Exchange LLC	OPI_T00529	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Fifth Amendment to Lease	\$0.00
	OPI 25 Exchange LLC	OPI_T00530	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Fifth Amendment to Lease Dated 11/05/2020	\$0.00
	OPI 25 Exchange LLC	OPI_T00531	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Sixth Amendment to Lease Dated 04/02/2024	\$0.00
	OPI 25 Exchange LLC	OPI_T00532	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Notice of Demand-First Notice Dated 10/08/2024	\$0.00
ABM Industry Groups, LLC	Office Properties Income Trust	OPI_V00004	Vendor Agreements	Master Service Agreement Dated 03/01/2018	\$0.00
	OPI WF Owner LLC	OPI_V00005	Vendor Agreements	Master Service Agreement Dated 06/24/2024	\$0.00
	OPI Notex Properties LLC; OPI WF Owner LLC	OPI_V00492	Vendor Agreements	Service Agreement Dated 06/20/2025	\$0.00
Absolute Controls, LLC	FP Redland Technology Center LLC; FP 540 Gaither, LLC	OPI_V00007	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
ACCO Engineered Systems, Inc.	GPT Properties Trust	OPI_V00010	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
	GPT Properties Trust	OPI_V00011	Vendor Agreements	Service Agreement Dated 05/15/2023	\$0.00
Ace Metal Refinishers, Inc.	SIR Properties REIT LLC	OPI_V00013	Vendor Agreements	Service Agreement Dated 05/01/2024	\$0.00
Ace Parking III, LLC	GPT Properties Trust	OPI_V00014	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Actuarial Research Corporation	FP Patuxent Parkway, LLC	OPI_T01373	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement (WS) Dated 07/22/2022	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01374	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 08/17/2022	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01375	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Declaration by LL and TT (WS) Dated 02/10/2023	\$0.00
Acumen, LLC	440 First Street LLC	OPI_T01029	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Lease Agreement for Office Space (WS) Dated 04/26/2016	\$0.00
	440 First Street LLC	OPI_T01030	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Lease Agreement for Office Space (WS) Dated 07/11/2017	\$0.00
	440 First Street LLC	OPI_T01031	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Second Amendment to Lease Dated 06/16/2020	\$0.00
	440 First Street LLC	OPI_T01032	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Third Amendment to Lease Dated 11/11/2020	\$0.00
	440 First Street LLC	OPI_T01033	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Fourth Amendment to Lease Dated 05/06/2021	\$0.00
	440 First Street LLC	OPI_T01034	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Fifth Amendment to Lease Dated 06/30/2023	\$0.00
	440 First Street LLC	OPI_T01035	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Sixth Amendment to Lease Dated 07/11/2024	\$0.00
ACXIOM CORPORATION	SIR Redwood City LP	OPI_T01954	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - First Amendment to Single Tenant Office Lease (WS) Dated 09/06/2013	\$0.00
	SIR Redwood City LP	OPI_T01965	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Letter Dated 04/04/2018	\$0.00
Adcock's Systems, LLC	GPT Properties Trust; OPI Notex Properties LLC; OPI WF Owner LLC	OPI_V00017	Vendor Agreements	Service Agreement Dated 03/01/2025	\$0.00
	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC; GOV Lake Fairfax Inc.	OPI_V00018	Vendor Agreements	Service Agreement Dated 03/01/2025	\$0.00
Admiral Heating and Ventilating, Inc	OPI WF Owner LLC	OPI_V00494	Vendor Agreements	Service Agreement Dated 09/23/2024	\$0.00
Admiral Security Services	GPT Properties Trust; SIR Properties Trust	OPI_V00495	Vendor Agreements	Service Order Dated 02/05/2025	\$0.00
ADP, LLC	OPI Notex Properties LLC	OPI_T02237	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Guaranty Agreement Dated 03/08/2016	\$0.00
	OPI Notex Properties LLC	OPI_T02238	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Deed of Office Lease Dated 03/09/2016	\$0.00
	OPI Notex Properties LLC	OPI_T02239	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Work Letter Agreement Dated 03/09/2016	\$0.00
	OPI Notex Properties LLC	OPI_T02240	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Notice of Lease Term Dates Dated 02/20/2017	\$0.00
	OPI Notex Properties LLC	OPI_T02241	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Notice of Lease Term Dates Dated 03/14/2017	\$0.00

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Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
ADP, LLC	OPI Notex Properties LLC	OPI_T02242	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Letter Dated 11/01/2017	\$0.00
	SIR Properties Trust	OPI_T02243	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - First Amendment to Deed of Office Lease (WS) Dated 08/30/2023	\$0.00
ADT Commercial LLC	GPT Properties LLC	OPI_V00019	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
	OPI Notex Properties LLC	OPI_T01585	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Fourth Amendment to Lease (WS) Dated 11/07/2017	\$0.00
Advanced Access LLC	FP 1775 Wiehle Avenue, LLC	OPI_V00020	Vendor Agreements	Service Agreement Dated 12/01/2023	\$0.00
Advanced Control Corporation	OPI BND Properties LLC	OPI_V00021	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Advantage Psychiatric Services, LLC	ACP East LLC	OPI_T01347	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Lease Agreement Dated 11/23/2020	\$0.00
	ACP East LLC	OPI_T01348	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - First Amendment to Lease Dated 09/23/2021	\$0.00
	ACP East LLC	OPI_T01349	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Notice of Default and Demand for Payment Dated 08/23/2022	\$0.00
	ACP East LLC	OPI_T01350	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Notice of Default Dated 01/09/2023	\$0.00
	ACP East LLC	OPI_T01351	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Notice of Continuing Default Dated 05/15/2024	\$0.00
Aerex Pest Control Services, Inc.	OPI Notex Properties LLC	OPI_V00022	Vendor Agreements	Pest Control Contract Dated 09/01/2025	\$0.00
	GPT Properties LLC	OPI_V00023	Vendor Agreements	Pest Control Service Order / Pest Control Contract Dated 09/01/2022	\$0.00
AGW & Associates, Inc.	GPT Properties Trust	OPI_V00025	Vendor Agreements	PM Inspection Agreement Dated 06/01/2025	\$0.00
Air Performance Service of Central Texas, LLC	SIR Properties Trust	OPI_V00027	Vendor Agreements	Construction Contract Dated 04/12/2024	\$0.00
	SIR Properties Trust	OPI_V00028	Vendor Agreements	Construction Contract	\$0.00
AirCo Mechanical, Ltd.	OPI BND Properties LLC	OPI_V00029	Vendor Agreements	Service Order Dated 09/01/2024	\$0.00
Airstron, LLC	112 Ave Miami LLC	OPI_V00030	Vendor Agreements	Service Order Dated 01/21/2025	\$0.00
	112 Ave Miami LLC	OPI_V00031	Vendor Agreements	Service Agreement Dated 06/01/2023	\$0.00
AK Building Services, Inc	112 Ave Miami LLC	OPI_V00032	Vendor Agreements	Service Agreement Dated 05/01/2023	\$0.00
Albarell Electric, Inc.	SIR Philadelphia LLC	OPI_V00033	Vendor Agreements	Service Order Dated 05/16/2025	\$0.00
ALCATEL-LUCENT USA INC.	SIR REIT Plano LLC	OPI_T02110	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Lease Agreement Dated 08/08/2013	\$0.00
	SIR REIT Plano LLC; SIR REIT Plano LLC	OPI_T02111	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Letter Dated 08/08/2013	\$0.00
	GPT Properties LLC	OPI_T02317	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Standard Form Apartment Lease (Fixed Term) Dated 08/04/2023	\$0.00
	GPT Properties LLC	OPI_T02318	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Tenant Certification Form Dated 08/04/2023	\$0.00
	GPT Properties LLC	OPI_T02319	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 05/16/2024	\$0.00
	GPT Properties LLC	OPI_T02320	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 07/17/2025	\$0.00
AlixPartners, LLP	Office Properties Income Trust	OPI_P00001	Vendor Agreements	Agreement for Consulting Services Dated 6/2/25	\$0.00
All About the Beans, L.L.C.	OPI BND Properties LLC	OPI_T00901	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Consent to Sublease (WS) Dated 10/29/2014	\$0.00
	OPI BND Properties LLC	OPI_T00904	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Contract for Services Dated 09/08/2014	\$0.00
	OPI BND Properties LLC	OPI_T00905	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Addendum 1 Dated 03/10/2015	\$0.00
All Voting is Local	FP 11 Dupont Circle, LLC	OPI_T01186	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Sublease Agreement Dated 02/21/2023	\$0.00
Allan Industries, Inc	Grand Oak Circle Tampa LLC	OPI_V00496	Vendor Agreements	Service Agreement Dated 01/15/2022	\$0.00
Allegiant Fire Protection LLC	OPI WF Owner LLC	OPI_V00497	Vendor Agreements	Service Agreement Dated 06/11/2025	\$0.00
	GPT Properties LLC	OPI_V00498	Vendor Agreements	Service Agreement Dated 09/09/2022	\$0.00
	GPT Properties LLC	OPI_V00034	Vendor Agreements	Service Agreement Dated 10/01/2022	\$0.00
Alliance Defending Freedom	440 First Street LLC	OPI_T01036	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease for Office Space Agreement (WS) Dated 08/15/2014	\$0.00
	440 First Street LLC	OPI_T01037	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Exhibit C - Declaration of Lease Commencement (WS) Dated 05/11/2015	\$0.00
Alliance for Justice	FP 11 Dupont Circle, LLC	OPI_T01181	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Lease Agreement for Office Space (WS) Dated 08/29/2017	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01183	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Consent to Sublease Agreement and Second Amendment to Lease Dated 05/18/2023	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01184	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Consent to Sublease Agreement Dated 06/14/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Alliant Insurance Services, Inc.	FP Patuxent Parkway, LLC	OPI_T01376	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 02/28/2020	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01377	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Agreement Dated 02/03/2023	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01378	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Lease Dated 07/25/2025	\$0.00
Allied International Cleaning Services, Inc.	Twelve24 Atlanta LLC	OPI_V00038	Vendor Agreements	Service Agreement Dated 02/28/2023	\$0.00
Allied Telecom Group, LLC	FP 1401 K, LLC	OPI_T01109	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Right of Entry Agreement Dated 04/30/2019	\$0.00
	FP 840 First Street, LLC	OPI_T01110	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Insurance Rating Change Letter Dated 01/28/2022	\$0.00
Allied Universal DBA US Security Associates, Inc	Twelve24 Atlanta LLC	OPI_V00039	Vendor Agreements	Master Service Agreement Dated 01/07/2021	\$0.00
Alpha Electric, Inc.	OPI BND Properties LLC	OPI_V00040	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
Al's Locksmith Service, Inc.	GPT Properties Trust	OPI_V00041	Vendor Agreements	Service Agreement Dated 07/01/2023	\$0.00
Alta Roofing and Waterproofing, Inc.	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00042	Vendor Agreements	Service Agreement Dated 09/15/2024	\$0.00
Alveole, Inc.	Twelve24 Atlanta LLC	OPI_V00043	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
American Energy Management, LLC	GPT Properties Trust	OPI_V00045	Vendor Agreements	Service Agreement Dated 01/15/2024	\$0.00
	SIR Properties Trust	OPI_V00046	Vendor Agreements	Service Agreement Dated 01/15/2024	\$0.00
American Enterprise Institute for Public Policy Research	FP 11 Dupont Circle, LLC	OPI_T01187	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Deed of Lease Agreement Dated 09/22/2023	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01188	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Agreement Dated 10/07/2024	\$0.00
American Pest Management, Inc.	GPT Properties Trust	OPI_V00047	Vendor Agreements	Pest Control Agreement Dated 09/01/2025	\$0.00
	SIR Properties Trust	OPI_V00049	Vendor Agreements	Pest Control Contract Dated 11/01/2022	\$0.00
	SIR Properties Trust	OPI_V00050	Vendor Agreements	Service Agreement Dated 07/01/2019	\$0.00
	GPT Properties Trust; OPI WF Owner LLC	OPI_V00499	Vendor Agreements	Service Agreement Dated 05/14/2024	\$0.00
	GOV Lake Fairfax Inc.	OPI_V00500	Vendor Agreements	Service Agreement Dated 05/02/2021	\$0.00
Amobee, Inc.	SIR Redwood City LP	OPI_T01962	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Sublease Amendment and Sub-Sublease Dated 11/29/2020	\$0.00
	SIR Redwood City LP	OPI_T01971	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sub-Sublease Agreement Dated 07/30/2020	\$0.00
	SIR Redwood City LP	OPI_T01972	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sublessor Consent to Sub-Subletting Dated 07/30/2020	\$0.00
AMTECK Sprinkler, LLC dba Southeastern Automatic Sprinkler	Government Properties Income Trust LLC	OPI_V00051	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
Anchor Mechanical Incorporated	OPI WF Owner LLC	OPI_V00501	Vendor Agreements	Service Agreement Dated 02/13/2025	\$0.00
Anchor Technologies, Inc.	FP 6315 Hillside Center, LLC	OPI_T01468	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - Deed of Lease Dated 10/31/2016	\$0.00
	FP 6315 Hillside Center, LLC	OPI_T01469	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - Declaration of Lease Commencement (WS) Dated 01/19/2017	\$0.00
	FP 6315 Hillside Center, LLC	OPI_T01470	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - First Amendment to Deed of Lease Dated 04/28/2022	\$0.00
	FP 6315 Hillside Center, LLC	OPI_T01471	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - Letter Agreement Dated 12/13/2022	\$0.00
Anderson-CC, Inc.	OPI Notex Properties LLC	OPI_V00052	Vendor Agreements	Construction Contract Dated 07/04/2024	\$0.00
	OPI Notex Properties LLC	OPI_V00502	Vendor Agreements	Construction Contract Dated 07/04/2024	\$0.00
	GPT Properties LLC	OPI_T02321	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Standard Form Apartment Lease (Fixed Term) Dated 08/08/2024	\$0.00
	GPT Properties LLC	OPI_T02322	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Tenant Lead Law Notification Dated 08/08/2024	\$0.00
	GPT Properties LLC	OPI_T02323	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 06/19/2025	\$0.00
	GPT Properties LLC	OPI_T02325	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Tenant Certification Form Dated 12/02/2024	\$0.00
Anne Arundel County, Maryland	ACP East LLC	OPI_T01352	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Lease Agreement (WS) Dated 06/12/2024	\$0.00
	ACP East LLC	OPI_T01353	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Declaration of Lease Commencement Dated 02/04/2025	\$0.00
	ACP East LLC	OPI_T01367	Tenant Agreements	2009-2011 Commerce Park Drive, Annapolis, MD 21401 - Lease Agreement Dated 04/20/2020	\$0.00
	OPI 25 Exchange LLC	OPI_T01368	Tenant Agreements	2009-2011 Commerce Park Drive, Annapolis, MD 21401 - Amendment to Lease Agreement Dated 07/03/2020	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Anne Arundel County, Maryland	OPI 25 Exchange LLC	OPI_T01369	Tenant Agreements	2009-2011 Commerce Park Drive, Annapolis, MD 21401 - Second Amendment to Lease Agreement Dated 01/29/2021	\$0.00
	ACP East LLC	OPI_T01370	Tenant Agreements	2009-2011 Commerce Park Drive, Annapolis, MD 21401 - Declaration of Lease Commencement Dated 03/18/2022	\$0.00
	ACP East LLC	OPI_T01371	Tenant Agreements	2009-2011 Commerce Park Drive, Annapolis, MD 21401 - Third Amendment to Lease Agreement (WS) Dated 09/27/2022	\$0.00
	Elliott Ave Seattle LLC	OPI_T02456	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Lease of Bicycle Parking Space Dated 04/03/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02457	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Letter Agreement Dated 06/11/2025	\$0.00
AP Benefit Advisors, LLC	FP 540 Gaither, LLC	OPI_T01529	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 06/19/2023	\$0.00
	FP 540 Gaither, LLC	OPI_T01530	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Guaranty Dated 06/19/2023	\$0.00
	FP 540 Gaither, LLC	OPI_T01531	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Agreement Dated 12/04/2023	\$0.00
	FP 540 Gaither, LLC	OPI_T01532	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Declaration by LL and T Dated 12/11/2023	\$0.00
	Office Properties Income Trust	OPI_P00008	Vendor Agreements	Agreement for Interim Management Services Dated 9/3/25	\$0.00
Apex North, LLC	OPI Notex Properties LLC	OPI_V00503	Vendor Agreements	Service Agreement Dated 11/07/2024	\$0.00
API Group Life Safety USA LLC	SIR Campbell Place Inc.	OPI_V00053	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00054	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
	GPT Properties Trust	OPI_V00055	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
Apple Valley Glass & Door Company	OPI WF Owner LLC	OPI_V00504	Vendor Agreements	Service Order Dated 06/02/2025	\$0.00
Applied Control Equipment, LLLP	SIR Centennial LLC	OPI_T01988	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Lease Agreement Dated 10/09/2025	\$0.00
Applied Technical Services, LLC	OPI WF Owner LLC	OPI_V00057	Vendor Agreements	Professional Services Agreement Dated 06/25/2024	\$0.00
Aquatic Weed Control, Inc.	Grand Oak Circle Tampa LLC	OPI_V00058	Vendor Agreements	Service Order Dated 03/01/2025	\$0.00
Archer Aviation Inc.	SIR Properties Trust	OPI_T02282	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Lease Agreement (WS) Dated 03/09/2022	\$0.00
	SIR Properties Trust	OPI_T02283	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Irrevocable Standby LOC No SVBFS000441 Dated 03/31/2022	\$0.00
	SIR Properties Trust	OPI_T02284	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Notice of Abatement Event Dated 01/17/2023	\$0.00
	SIR Properties Trust	OPI_T02285	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 01/31/2023	\$0.00
	SIR Properties Trust	OPI_T02286	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 02/03/2023	\$0.00
	OPI BND Properties LLC	OPI_T02287	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - First Amendment to Lease (WS) Dated 02/15/2023	\$0.00
	SIR Properties Trust	OPI_T02288	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 03/13/2023	\$0.00
	OPI BND Properties LLC	OPI_T02289	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Irrevocable Standby Letter of Credit No 10002352 Dated 04/07/2023	\$0.00
	SIR Properties Trust	OPI_T02290	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 04/12/2023	\$0.00
	SIR Properties Trust	OPI_T02291	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement Dated 11/30/2023	\$0.00
	SIR Properties Trust	OPI_T02292	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Dated 12/13/2023	\$0.00
	SIR Properties Trust	OPI_T02293	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Second Amendment to Lease and Settlement Agreement Dated 01/31/2024	\$0.00
	SIR Properties Trust	OPI_T02294	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 03/18/2024	\$0.00
	OPI BND Properties LLC	OPI_T02295	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Demand Notice to Remove Storage Containers Dated 04/09/2024	\$0.00
	SIR Properties Trust	OPI_T02296	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice to Cure Lien Dated 04/12/2024	\$0.00
	OPI BND Properties LLC	OPI_T02297	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 04/15/2024	\$0.00
	SIR Properties Trust	OPI_T02298	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Demand Notice to Remove Storage Containers Dated 4/15/2024	\$0.00
	SIR Properties Trust	OPI_T02299	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 04/22/2024	\$0.00
	SIR Properties Trust	OPI_T02300	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Dated 04/24/2024	\$0.00
	OPI BND Properties LLC	OPI_T02301	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Dated 04/29/2024	\$0.00
	OPI BND Properties LLC	OPI_T02302	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Amendment No 1 of Clean Irrevocable Standby Letter of Credit No 10002352 Dated 05/03/2024	\$0.00
	OPI BND Properties LLC; SIR Properties Trust	OPI_T02303	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice to Cure Lien Dated 05/13/2024	\$0.00
	OPI BND Properties LLC	OPI_T02304	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 05/14/2024	\$0.00
	OPI BND Properties LLC	OPI_T02305	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Dated 05/20/2024	\$0.00
	OPI BND Properties LLC	OPI_T02306	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice to Cure Lien Dated 05/20/2024	\$0.00
	OPI BND Properties LLC	OPI_T02307	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Dated 05/22/2024	\$0.00
	OPI BND Properties LLC	OPI_T02308	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement Dated 06/25/2024	\$0.00
	OPI BND Properties LLC	OPI_T02309	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice to Cease Work Dated 07/05/2024	\$0.00
	OPI BND Properties LLC	OPI_T02310	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement Dated 07/08/2024	\$0.00
	OPI BND Properties LLC	OPI_T02311	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement Dated 07/11/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Archer Aviation Inc.	OPI BND Properties LLC	OPI_T02312	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Dated 11/15/2024	\$0.00
	OPI BND Properties LLC	OPI_T02313	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Fourth Amendment to Lease (WS) Dated 12/06/2024	\$0.00
	OPI BND Properties LLC	OPI_T02314	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Third Amendment to Lease Dated 08/14/2024	\$0.00
	OPI BND Properties LLC	OPI_T02315	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Notice of Default Dated 02/25/2025	\$0.00
Arcland Property Company, LLC	FP Patuxent Parkway, LLC	OPI_T01379	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 09/24/2022	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01380	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Lease Dated 03/03/2025	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01380	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Lease Dated 03/03/2025	\$0.00
ARES Holdings, LLC DBA CMS Nextech	GPT Properties Trust; SIR Properties Trust	OPI_V00505	Vendor Agreements	Service Order for HVAC Repair & Maintenance Dated 12/30/2024	\$0.00
Argent Services, LLC	OPI WF Owner LLC	OPI_V00506	Vendor Agreements	Metal Maintenance Agreement Dated 05/09/2025	\$0.00
ARIZONA BOARD OF REGENTS, For And ON BEHALF OF NORTHERN ARIZONA UNIVERSITY	OPI BND Properties LLC	OPI_T00897	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Office Lease Agreement Dated 12/10/2012	\$0.00
	OPI BND Properties LLC	OPI_T00898	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - First Amendment to Office Lease Agreement Dated 10/04/2013	\$0.00
	OPI BND Properties LLC	OPI_T00899	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Second Amendment to Office Lease Agreement Dated 02/13/2014	\$0.00
	OPI BND Properties LLC	OPI_T00900	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Commencement Date Certificate Dated 08/19/2014	\$0.00
	GPT Properties Trust	OPI_T00902	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Consent to Occupancy Agreement (WS) Dated 10/14/2015	\$0.00
	GPT Properties Trust	OPI_T00903	Tenant Agreements	15451 North 28th Avenue, Phoenix, AZ 85053 - Third Amendment to Office Lease Agreement Dated 11/04/2022	\$0.00
Arizona Lighting Solutions LLC	SIR Properties REIT LLC	OPI_V00059	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
Arlington Glass & Mirror	OPI WF Owner LLC	OPI_V00507	Vendor Agreements	Proposal Dated 05/27/2025	\$0.00
	OPI WF Owner LLC	OPI_V00508	Vendor Agreements	Construction Contract Dated 07/02/2025	\$0.00
	OPI WF Owner LLC	OPI_V00509	Vendor Agreements	Service Order Dated 06/24/2025	\$0.00
	OPI WF Owner LLC	OPI_V00510	Vendor Agreements	Service Order Dated 06/18/2025	\$0.00
	OPI Notex Properties LLC	OPI_V00511	Vendor Agreements	Service Order Dated 04/30/2025	\$0.00
	OPI WF Owner LLC	OPI_V00512	Vendor Agreements	Service Order Dated 03/05/2025	\$0.00
	OPI WF Owner LLC	OPI_V00512	Vendor Agreements	Service Order Dated 03/05/2025	\$0.00
ARRIS Group, Inc.	Santa Clara (Walsh) LLC	OPI_T02164	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Guaranty of Lease Dated 11/14/2013	\$0.00
Arris Technology, Inc.	Santa Clara (Walsh) LLC	OPI_T02169	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Name Change Certificate Dated 12/18/2014	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02170	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Letter Dated 06/19/2015	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02171	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Exhibit C - Notice of Lease Term Dates (WS) Dated 07/13/2016	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02172	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Consent to Assignment and Assumption of Lease and Third Amendment to Lease Dated 05/24/2023	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02173	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Guaranty Dated 05/24/2023	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02174	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Notice of Completion and Termination of Lease Dated 12/21/2023	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02175	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Fourth Amendment to Lease Dated 10/26/2023	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02176	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Letter Dated 03/19/2024	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02177	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Assignment of Lease Dated 04/03/2024	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02178	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Letter Dated 06/06/2025	\$0.00
	440 First Street LLC; FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; FP 1401 K, LLC; GPT Properties Trust; FP 6315 Hillside Center, LLC; FP 1211 Connecticut Avenue, LLC; FP Patuxent Parkway, LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC; SIR Properties Trust	OPI_V00060	Vendor Agreements	Professional Service Agreement Dated 01/01/2024	\$0.00
	440 First Street LLC	OPI_T01038	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease for Office Space (WS) Dated 06/28/2013	\$0.00
Associated Builders and Contractors, Inc.	440 First Street LLC	OPI_T01039	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Declaration of Lease Commencement (WS) Dated 09/03/2015	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Associated Builders and Contractors, Inc.	440 First Street LLC	OPI_T01040	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Deed of Lease Dated 12/22/2019	\$0.00
Astound Business Solutions, LLC	SIR Properties Trust	OPI_T01594	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Right of Entry Agreement Dated 08/03/2023	\$0.00
AT&T Services, Inc.	SIR REIT Plano LLC	OPI_T02105	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Letter Agreement Dated 07/29/2013	\$0.00
	SIR REIT Plano LLC	OPI_T02106	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Lease Agreement Dated 08/08/2013	\$0.00
	SIR REIT Plano LLC	OPI_T02107	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Memorandum of Lease and Notice of Right of First Offer Dated 08/08/2013	\$0.00
	SIR REIT Plano LLC	OPI_T02108	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Termination of Lease (WS) Dated 10/04/2024	\$0.00
	SIR REIT Plano LLC	OPI_T02109	Tenant Agreements	2900 West Plano Parkway, Plano, TX 75075 - Second Amendment to Lease Dated 12/20/2024	\$0.00
	3400 Plano TX LLC	OPI_T02160	Tenant Agreements	3400 West Plano Parkway, Plano, TX 75075 - Lease Agreement Dated 04/15/2014	\$0.00
	3400 Plano TX LLC	OPI_T02161	Tenant Agreements	3400 West Plano Parkway, Plano, TX 75075 - First Amendment to Lease (WS) Dated 03/18/2015	\$0.00
	3400 Plano TX LLC	OPI_T02162	Tenant Agreements	3400 West Plano Parkway, Plano, TX 75075 - Second Amendment to Lease (WS) Dated 07/29/2024	\$0.00
Auburn Mechanical, Inc.	Elliott Ave Seattle LLC	OPI_V00513	Vendor Agreements	Service Agreement Dated 11/03/2023	\$0.00
	Elliott Ave Seattle LLC	OPI_V00514	Vendor Agreements	Service Agreement Dated 11/03/2023	\$0.00
Autani, LLC	SIR Properties Trust	OPI_T01814	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Lease Agreement Dated 02/23/2024	\$0.00
	SIR Properties Trust	OPI_T01815	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Guaranty Dated 02/23/2024	\$0.00
	SIR Properties Trust	OPI_T01816	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Agreement Dated 09/16/2024	\$0.00
	SIR Properties Trust	OPI_T01817	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - First Amendment to Lease Dated 12/19/2024	\$0.00
	SIR Properties Trust	OPI_T01818	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Letter Dated 03/05/2025	\$0.00
	OPI 25 Exchange LLC	OPI_T01819	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Second Amendment to Lease (WS) Dated 05/19/2025	\$0.00
Avalo Therapeutics, Inc.	FP 540 Gaither, LLC	OPI_T01535	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Certificate of Amendment Dated 08/25/2021	\$0.00
	FP 540 Gaither, LLC	OPI_T01538	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Bill of Sale Dated 01/31/2026	\$0.00
Avendra, LLC	FP 540 Gaither, LLC	OPI_T01539	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - First Amendment to Office Lease Dated 11/01/2017	\$0.00
	FP 540 Gaither, LLC	OPI_T01540	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Second Amendment to Office Lease (WS) Dated 06/22/2018	\$0.00
	FP 540 Gaither, LLC	OPI_T01541	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 05/28/2020	\$0.00
	FP 540 Gaither, LLC	OPI_T01543	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Third Amendment to Office Lease Dated 06/27/2025	\$0.00
B.C. Electric, Inc.	GPT Properties LLC; GPT Properties Trust; SIR Properties Trust	OPI_V00064	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
BAE Systems Technology Solutions & Services Inc.	FP Redland Technology Center LLC	OPI_T01475	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Office Lease Agreement Dated 08/10/2009	\$0.00
	FP Redland Technology Center LLC	OPI_T01476	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - First Amendment to Lease Dated 08/28/2009	\$0.00
	FP Redland Technology Center LLC	OPI_T01477	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Declaration by LL and T Dated 10/05/2010	\$0.00
	FP Redland Technology Center LLC	OPI_T01478	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Letter Dated 04/01/2011	\$0.00
	FP Redland Technology Center LLC	OPI_T01479	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Second Amendment to Office Lease Dated 06/01/2015	\$0.00
	FP Redland Technology Center LLC	OPI_T01480	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 02/25/2016	\$0.00
	FP Redland Technology Center LLC	OPI_T01481	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Third Amendment to Office Lease (WS) Dated 11/01/2018	\$0.00
	FP Redland Technology Center LLC	OPI_T01482	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Fourth Amendment to Office Lease (WS) Dated 01/21/2020	\$0.00
	FP Redland Technology Center LLC	OPI_T01483	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 02/07/2022	\$0.00
	FP Redland Technology Center LLC	OPI_T01484	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Letter Agreement (WS) Dated 10/17/2022	\$0.00
	FP Redland Technology Center LLC	OPI_T01485	Tenant Agreements	520 Gaither Road, Rockville, MD 20850 - Fifth Amendment to Office Lease Dated 09/02/2024	\$0.00
Bahen, Inc. dba ServPro	OPI BND Properties LLC	OPI_V00066	Vendor Agreements	Service Order Dated 08/21/2024	\$0.00
	GPT Properties Trust; SIR Properties Trust	OPI_V00067	Vendor Agreements	Service Agreement Dated 08/28/2024	\$0.00
	OPI WF Owner LLC	OPI_V00069	Vendor Agreements	Service Order Dated 08/21/2024	\$0.00
Baker Roofing Company, LLC	GPT Properties Trust; SIR Properties Trust	OPI_V00515	Vendor Agreements	Service Order Dated 01/22/2025	\$0.00
	OPI WF Owner LLC	OPI_V00516	Vendor Agreements	Service Order Dated 07/10/2024	\$0.00
	SIR Fort Mill LLC	OPI_V00517	Vendor Agreements	Service Order Dated 07/10/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Balanced Environments, Inc.	OPI WF Owner LLC	OPI_V00070	Vendor Agreements	Service Agreement Dated 11/01/2022	\$0.00
BANA Holding Corporation	OPI Notex Properties LLC	OPI_T01906	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to License Dated 12/31/2009	\$0.00
	OPI Notex Properties LLC	OPI_T01908	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Lease Dated 03/23/2011	\$0.00
Bank of America, N.A.	FP Patuxent Parkway, LLC	OPI_T01381	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Office Lease Agreement Dated 01/02/2001	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01382	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement Dated 01/22/2001	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01383	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Lease (WS) Dated 04/03/2003	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01384	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease (WS) Dated 02/21/2007	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01385	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Third Amendment to Lease Dated 01/31/2014	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01386	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Fourth Amendment to Lease (WS) Dated 04/12/2019	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01388	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Dated 07/22/2021	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01389	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Fifth Amendment to Lease (WS) Dated 10/06/2021	\$0.00
	OPI Notex Properties LLC	OPI_T01837	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - Letter Dated 08/09/2017	\$0.00
	SIR Properties Trust	OPI_T01838	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - Letter Agreement (WS) Dated 11/09/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01839	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - Email Dated 10/14/2021	\$0.00
	OPI Notex Properties LLC	OPI_T01840	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - Letter Dated 12/20/2022	\$0.00
	OPI Notex Properties LLC	OPI_T01841	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - First Amendment to Lease Agreement (WS) Dated 07/17/2024	\$0.00
Banner Public Affairs LLC	440 First Street LLC	OPI_T01041	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Irrevocable Standby LOC No SLC303918 Dated 05/13/2014	\$0.00
	440 First Street LLC	OPI_T01042	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease for Office Space (WS) Dated 05/15/2014	\$0.00
	440 First Street LLC; 440 First Street LLC	OPI_T01043	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Consent to Sublease (WS) Dated 10/29/2014	\$0.00
	440 First Street LLC; 440 First Street LLC	OPI_T01053	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Sublease Agreement Dated 09/30/2014	\$0.00
	440 First Street LLC; 440 First Street LLC	OPI_T01054	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Second Amendment to Sublease Agreement Dated 04/22/2022	\$0.00
	440 First Street LLC; 440 First Street LLC	OPI_T01055	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Sublease Agreement Dated 03/30/2022	\$0.00
	440 First Street LLC	OPI_T01044	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Irrevocable LOC No 449840 Dated 11/08/2017	\$0.00
	440 First Street LLC	OPI_T01045	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter Dated 11/22/2017	\$0.00
	440 First Street LLC	OPI_T01046	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Deed of Lease Dated 11/20/2019	\$0.00
	440 First Street LLC	OPI_T01047	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter Agreement Dated 09/02/2020	\$0.00
	440 First Street LLC	OPI_T01048	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Second Amendment to Deed of Lease Dated 01/20/2021	\$0.00
	440 First Street LLC	OPI_T01049	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Notice of Amendment to LOC No 449840 Dated 12/01/2021	\$0.00
	440 First Street LLC	OPI_T01050	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Consent to Sublease Agreement and Third Amendment Dated 05/20/2022	\$0.00
	440 First Street LLC	OPI_T01051	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter Dated 03/18/2024	\$0.00
	440 First Street LLC	OPI_T01052	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Notice of Amendment to LOC No 449840 Dated 03/21/2024	\$0.00
BDH & Young Inc.	OPI Notex Properties LLC	OPI_V00072	Vendor Agreements	Professional Services Agreement Dated 05/22/2025	\$0.00
Bella Research Group, LLC	OPI 25 Exchange LLC	OPI_T02334	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Lease Agreement Dated 03/22/2018	\$0.00
	OPI 25 Exchange LLC	OPI_T02335	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - First Amendment to Lease Dated 02/09/2022	\$0.00
	OPI 25 Exchange LLC	OPI_T02336	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Second Amendment to Lease Dated 03/25/2024	\$0.00
Berman & Beebe Ltd.	FP 1211 Connecticut Avenue, LLC	OPI_T00991	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Lease Agreement Dated 01/13/2021	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Berrett Pest Control Arizona, Inc. dba Blue Sky Pest Control	GPT Properties Trust	OPI_V00074	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
BFPE International, Inc.	OPI Notex Properties LLC	OPI_V00075	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Binswanger Enterprises, LLC	OPI WF Owner LLC	OPI_V00076	Vendor Agreements	Service Order Dated 01/03/2025	\$0.00
Bio-Medical Applications of the District of Columbia, Inc.	FP 11 Dupont Circle, LLC	OPI_T01189	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Lease Agreement Dated 01/17/1991	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01190	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Form of Certificate	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01191	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Lease Amendment No 1 Dated 06/30/2000	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01192	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Second Amendment Dated 01/30/2002	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01193	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Third Amendment to Lease and Consent to Alterations (WS) Dated 03/31/2010	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01194	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Fourth Amendment to Lease (WS) Dated 03/31/2010	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01195	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Notification (WS) Dated 11/19/2018	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01196	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Notification Dated 04/22/2019	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01197	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Fifth Amendment to Lease (WS) Dated 07/23/2019	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01198	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Sixth Amendment to Lease Dated 10/17/2022	\$0.00
Black & Veatch Corporation	SIR Properties Trust	OPI_T01831	Tenant Agreements	3550 Green Court, Ann Arbor, MI 48105 - Lease Agreement Dated 09/20/2012	\$0.00
	SIR Properties Trust	OPI_T01832	Tenant Agreements	3550 Green Court, Ann Arbor, MI 48105 - First Amendment to Lease (WS) Dated 09/20/2013	\$0.00
Boeing Aerospace Operations, Inc. and The Boeing Company	GPT Properties Trust	OPI_T00920	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Office Lease Agreement Dated 12/23/2011	\$0.00
	GPT Properties Trust	OPI_T00921	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Guaranty of Lease Dated 12/23/2011	\$0.00
	GPT Properties Trust	OPI_T00922	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - First Amendment to Office Lease Dated 01/11/2012	\$0.00
	GPT Properties Trust	OPI_T00923	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Exhibit C - Letter of Understanding Dated 03/02/2012	\$0.00
	GPT Properties Trust	OPI_T00924	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - State of Delaware Certificate of Merger Dated 11/01/2016	\$0.00
	GPT Properties Trust	OPI_T00925	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Extension Letter (WS) Dated 12/15/2017	\$0.00
	GPT Properties Trust	OPI_T00926	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Second Amendment to Office Lease (WS) Dated 01/03/2018	\$0.00
	GPT Properties Trust	OPI_T00927	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Letter Dated 12/28/2020	\$0.00
	GPT Properties Trust	OPI_T00928	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Officer's Certificate Dated 04/06/2021	\$0.00
	GPT Properties Trust	OPI_T00929	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Third Amendment to Office Lease Dated 04/09/2021	\$0.00
	GPT Properties Trust	OPI_T00930	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Fourth Amendment to Office Lease Dated 12/19/2022	\$0.00
	GPT Properties Trust	OPI_T00931	Tenant Agreements	14660 Lee Road, Chantilly, VA 20151 - Fifth Amendment to Office Lease Dated 12/14/2023	\$0.00
Boland Trane Services, Inc.	FP Sterling Park Land, LLC	OPI_V00077	Vendor Agreements	Service Agreement Dated 10/01/2022	\$0.00
	GPT Properties Trust	OPI_V00079	Vendor Agreements	Service Agreement Dated 12/01/2022	\$0.00
	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC	OPI_V00082	Vendor Agreements	Service Agreement Dated 05/01/2022	\$0.00
	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC	OPI_V00083	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
	FP Redland Technology Center LLC; FP 540 Gaither, LLC	OPI_V00084	Vendor Agreements	Service Agreement Dated 01/13/2020	\$0.00
Bon Fresco Rockville, Inc.	FP Redland Technology Center LLC	OPI_T01559	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Retail Lease Agreement (WS) Dated 10/11/2017	\$0.00
	FP Redland Technology Center LLC	OPI_T01560	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Guaranty of Performance (WS) Dated 10/11/2017	\$0.00
	FP Redland Technology Center LLC	OPI_T01561	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - First Amendment to Lease (WS) Dated 11/02/2018	\$0.00
	FP Redland Technology Center LLC	OPI_T01562	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Insurance Rating Change Letter Dated 11/14/2018	\$0.00
	FP Redland Technology Center LLC	OPI_T01563	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 04/01/2020	\$0.00
	FP Redland Technology Center LLC	OPI_T01564	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 09/16/2020	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Bon Fresco Rockville, Inc.	FP Redland Technology Center LLC	OPI_T01565	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Third Amendment to Lease Dated 12/03/2020	\$0.00
	FP Redland Technology Center LLC	OPI_T01566	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Fourth Amendment to Lease Dated 01/20/2021	\$0.00
	FP Redland Technology Center LLC	OPI_T01567	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Fifth Amendment to Lease Dated 09/15/2021	\$0.00
	FP Redland Technology Center LLC	OPI_T01568	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Sixth Amendment to Lease Dated 03/01/2022	\$0.00
	FP Redland Technology Center LLC	OPI_T01569	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Seventh Amendment to Lease Dated 10/13/2022	\$0.00
	FP Redland Technology Center LLC	OPI_T01570	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Eighth Amendment to Lease Dated 07/19/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01571	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Ninth Amendment to Lease Dated 05/13/2024	\$0.00
Bona Vista Group Inc	SIR REIT New Braunfels LLC	OPI_V00085	Vendor Agreements	Service Agreement Dated 07/03/2025	\$0.00
Bond & Pecaro, Inc.	FP 1211 Connecticut Avenue, LLC	OPI_T00992	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Storage License Agreement Dated June 2003	\$0.00
Bone Dry Commercial Roofing, Inc. dba Quality Roofing Services, Inc.	GPT Properties Trust; SIR Properties REIT LLC	OPI_V00086	Vendor Agreements	Service Agreement Dated 11/01/2023	\$0.00
Boston Quality Cleaning Services Inc.	SIR Properties Trust	OPI_V00087	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
Boston Sand & Gravel Company	OPI 25 Exchange LLC	OPI_T02337	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Lease Agreement Dated 10/29/2004	\$0.00
	OPI 25 Exchange LLC	OPI_T02338	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - First Amendment to Commercial Lease Dated 11/23/2009	\$0.00
	OPI 25 Exchange LLC	OPI_T02339	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 12/09/2009	\$0.00
	OPI 25 Exchange LLC	OPI_T02340	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Second Amendment to Lease Dated 09/30/2012	\$0.00
	OPI 25 Exchange LLC	OPI_T02341	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Third Amendment to Lease Dated 01/30/2017	\$0.00
	OPI 25 Exchange LLC	OPI_T02342	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Fourth Amendment to Lease (WS) Dated 01/20/2023	\$0.00
	OPI 25 Exchange LLC	OPI_T02343	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Fifth Amendment to Lease Dated 10/04/2024	\$0.00
Boustris & Sons, Inc.	GPT Properties LLC; GPT Properties Trust; SIR Properties Trust	OPI_V00088	Vendor Agreements	Service Agreement Dated 09/01/2024	\$0.00
Brady Campaign to Prevent Gun Violence	FP 840 First Street, LLC	OPI_T01100	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Irrevocable Letter of Credit No 9560083170-00001 Dated 07/13/2013	\$0.00
	FP 840 First Street, LLC	OPI_T01101	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Letter Dated 11/22/2017	\$0.00
	FP 840 First Street, LLC	OPI_T01102	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Amendment to Irrevocable LOC No 9560093170-00001 Dated 12/12/2017	\$0.00
	FP 840 First Street, LLC	OPI_T01103	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - First Amendment to Lease Dated 06/04/2019	\$0.00
	FP 840 First Street, LLC	OPI_T01104	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Second Amendment to Deed of Lease Dated 09/14/2019	\$0.00
	FP 840 First Street, LLC	OPI_T01105	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Tenant Notice Dated 03/19/2021	\$0.00
Brothers Pro-Pave LLC dba Pro-Pave, Inc.	SIR Properties Trust	OPI_V00091	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
	SIR Properties Trust	OPI_V00520	Vendor Agreements	Service Agreement Dated 06/01/2023	\$0.00
Building Care Systems, Inc.	GPT Properties Trust	OPI_V00092	Vendor Agreements	Service Agreement Dated 12/01/2024	\$0.00
BURLESON construction , Inc.	Clay Road Houston LLC	OPI_T02082	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Tenant Improvement Construction Costs Dated 11/27/2017	\$0.00
C D S Mechanical Services, Inc.	440 First Street LLC	OPI_V00094	Vendor Agreements	Air Conditioning Services And Inspection Agreement Dated 05/01/2025	\$0.00
C&C Complete Services LLC	440 First Street LLC; FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; FP 1401 K, LLC; GPT Properties Trust; FP 6315 Hillside Center, LLC; FP 1211 Connecticut Avenue, LLC; FP Patuxent Parkway, LLC; OPI 25 Exchange LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC; 20 Mass Ave TRS Inc.	OPI_V00522	Vendor Agreements	Service Order Dated 06/10/2025	\$0.00
C.P. Food Products, Inc.	FP Patuxent Parkway, LLC	OPI_T01390	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 03/15/2024	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01391	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Agreement Dated 09/24/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
C.P. Food Products, Inc.	FP Patuxent Parkway, LLC	OPI_T01392	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease of Storage Space Dated 08/21/2024	\$0.00
CAF USA	FP 1401 K, LLC	OPI_T01111	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement Dated 07/01/2002	\$0.00
	FP 1401 K, LLC	OPI_T01112	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease (WS) Dated 06/07/2007	\$0.00
	FP 1401 K, LLC	OPI_T01113	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Second Amendment to Lease (WS) Dated 04/23/2010	\$0.00
	FP 1401 K, LLC	OPI_T01114	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Temporary Occupancy Agreement (WS) Dated 10/21/2010	\$0.00
	FP 1401 K, LLC	OPI_T01115	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Temporary Occupancy Agreement (WS) Dated 02/15/2011	\$0.00
	FP 1401 K, LLC	OPI_T01116	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Third Amendment to Lease (WS) Dated 06/30/2012	\$0.00
	FP 1401 K, LLC	OPI_T01117	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Fourth Amendment to Lease (WS) Dated 02/01/2017	\$0.00
	FP 1401 K, LLC	OPI_T01118	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Fifth Amendment to Lease Dated 08/26/2023	\$0.00
	FP 1401 K, LLC	OPI_T01119	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Agreement Dated 12/10/2024	\$0.00
	FP 1401 K, LLC	OPI_T01120	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Sixth Amendment to Lease Dated 03/19/2025	\$0.00
California Advisors, LLC	GPT Properties Trust	OPI_T00251	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Amendment to Lease Dated 05/26/2021	\$0.00
	OPI BND Properties LLC; OPI BND Properties LLC	OPI_T00252	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Assignment of Lease Dated 12/31/2024	\$0.00
	OPI BND Properties LLC; OPI BND Properties LLC	OPI_T00253	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Amendment to Lease and Consent to Assignment of Lease Dated 08/04/2025	\$0.00
California Association of Realtors, Inc.	GPT Properties Trust	OPI_T00185	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement (WS) Dated 10/09/2020	\$0.00
	GPT Properties Trust	OPI_T00186	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Notification Dated 11/23/2020	\$0.00
	GPT Properties Trust	OPI_T00187	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Agreement Dated 03/16/2022	\$0.00
	GPT Properties Trust	OPI_T00188	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Exhibit B - Declaration by LL and T (WS) Dated 05/02/2022	\$0.00
California Broadcasters Association	GPT Properties Trust	OPI_T00189	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Office Lease Agreement Dated 12/23/1996	\$0.00
	GPT Properties Trust	OPI_T00190	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated 05/01/2002	\$0.00
	GPT Properties Trust	OPI_T00191	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Office Lease Agreement Dated April 2007	\$0.00
	GPT Properties Trust	OPI_T00192	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Lease Amendment (WS) Dated 04/24/2012	\$0.00
	GPT Properties Trust	OPI_T00193	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T (WS) Dated 06/04/2012	\$0.00
	GPT Properties Trust	OPI_T00194	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Lease Amendment (WS) Dated 04/25/2017	\$0.00
	GPT Properties Trust	OPI_T00195	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fifth Lease Amendment Dated 07/28/2021	\$0.00
	GPT Properties Trust	OPI_T00196	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Standard Office Lease Dated 03/04/2005	\$0.00
	GPT Properties Trust	OPI_T00197	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated 05/29/2009	\$0.00
	GPT Properties Trust	OPI_T00198	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Standard Office Lease (WS) Dated 12/16/2014	\$0.00
California Municipal Utilities Association	GPT Properties Trust	OPI_T00199	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Agreement (WS) Dated 11/30/2015	\$0.00
	GPT Properties Trust	OPI_T00200	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Amendment to Standard Office Lease Dated 08/02/2018	\$0.00
	GPT Properties Trust	OPI_T00201	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T as to date of Delivery and Acceptance of Relocation Premises (WS) Dated 07/26/2019	\$0.00
	GPT Properties Trust	OPI_T00202	Tenant Agreements	915 L Street, Sacramento, CA 95814 - California State University Standard Lease Form - CSU Lease No A950113 Dated 06/01/1996	\$0.00
	GPT Properties Trust	OPI_T00203	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Amendment Dated 07/15/1998	\$0.00
	GPT Properties Trust	OPI_T00204	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated 09/29/2000	\$0.00
California State University	GPT Properties Trust	OPI_T00205	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Lease Dated 06/29/2001	\$0.00
	GPT Properties Trust	OPI_T00206	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Amendment to Lease Dated 08/01/2006	\$0.00
	GPT Properties Trust	OPI_T00207	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fifth Amendment to Lease (WS) Dated 05/11/2016	\$0.00
	GPT Properties Trust	OPI_T00208	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Sixth Amendment to Lease (WS) Dated 05/11/2016	\$0.00
	GPT Properties Trust	OPI_T00209	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Seventh Amendment to Lease (WS) Dated 05/11/2016	\$0.00
Cambium Carbon	FP 11 Dupont Circle, LLC	OPI_T01182	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Consent to Sublease and First Amendment to Lease (WS) Dated 06/07/2021	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01185	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Sublease Agreement Dated 04/22/2021	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Camson Construction, Inc.	GPT Properties Trust	OPI_V00097	Vendor Agreements	Construction Contract Dated 07/01/2024	\$0.00
Cannon Technologies, Inc.	FP 540 Gaither, LLC	OPI_T01544	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Lease Agreement (WS) Dated 10/17/2017	\$0.00
	FP 540 Gaither, LLC	OPI_T01545	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Guaranty (WS) Dated 10/17/2017	\$0.00
	FP 540 Gaither, LLC	OPI_T01546	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Declaration of Lease Commencement (WS) Dated 04/02/2018	\$0.00
	FP 540 Gaither, LLC	OPI_T01547	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Notice of Demand Dated 03/28/2025	\$0.00
	FP 540 Gaither, LLC	OPI_T01548	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 01/17/2025	\$0.00
	FP 540 Gaither, LLC	OPI_T01549	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - First Amendment to Lease Dated 04/11/2025	\$0.00
	GPT Properties Trust	OPI_T00907	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Office Lease Agreement Dated 04/02/2003	\$0.00
Capital Engineering Consultants, Inc.	GPT Properties Trust	OPI_T00908	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Amendment No 1 to Lease Dated 10/13/2003	\$0.00
	GPT Properties Trust	OPI_T00909	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Amendment No 2 to Lease Dated 06/18/2008	\$0.00
	GPT Properties Trust	OPI_T00910	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Amendment No 3 to Prospect Park Office Lease Dated 09/01/2010	\$0.00
	GPT Properties Trust	OPI_T00911	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Amendment No 4 to Prospect Park Office Lease Dated April 2016	\$0.00
	GPT Properties Trust	OPI_T00912	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Amendment No 5 to Prospect Park Office Lease Dated 10/17/2022	\$0.00
CAPITAL TEXTILE Service, INC.	20 Mass Ave TRS Inc.	OPI_V00524	Vendor Agreements	Agreement Dated 09/01/2023	\$0.00
Carrier Fire & Security Americas, LLC	SIR Properties Trust	OPI_T01628	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Letter Agreement Dated 06/05/2024	\$0.00
Carter Machinery Co., Inc.	GPT Properties Trust	OPI_V00099	Vendor Agreements	Service Agreement Dated 03/01/2022	\$0.00
	GPT Properties Trust	OPI_V00100	Vendor Agreements	Service Agreement Dated 03/01/2025	\$0.00
	GPT Properties Trust	OPI_V00525	Vendor Agreements	Service Agreement Dated 03/10/2022	\$0.00
	GPT Properties Trust	OPI_V00526	Vendor Agreements	Service Agreement Dated 01/17/2025	\$0.00
	OPI Notex Properties LLC	OPI_V00527	Vendor Agreements	Service Agreement Dated 09/30/2024	\$0.00
Cassidy Turley Commercial Real Estate Services, Inc.	Bayside Pkwy Fremont 2 LLC; Government Properties Income Trust LLC; GPT Properties LLC; GPT Properties Trust; Grand Oak Circle Tampa LLC; OPI AL Properties LLC; OPI BND Properties LLC; OPI WF Owner LLC; SIR Properties Trust; West Java Sunnyvale LLC	OPI_V00101	Vendor Agreements	Master Property Management Agreement Dated 11/01/2014	\$0.00
	Office Properties Income Trust	OPI_V00528	Vendor Agreements	Master Property Management Agreement Dated 11/10/2014	\$0.00
Cater Machinery Company, Inc.	GPT Properties Trust	OPI_V00662	Vendor Agreements	Service Agreement Dated 2/25/2025	\$0.00
Cellco Partnership	OPI WF Owner LLC	OPI_T00582	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to In Building Radio Distribution License Agreement (WS) Dated 01/06/2021	\$0.00
	OPI WF Owner LLC	OPI_T02001	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Right of Entry Agreement (WS) Dated 10/19/2017	\$0.00
	OPI WF Owner LLC	OPI_T02029	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Right of Entry Agreement Dated 10/19/2017	\$0.00
Center for Democracy & Technology	FP 1401 K, LLC	OPI_T01121	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Irrevocable Standby Letter of Credit No. 68112147 Dated 06/03/2015	\$0.00
	FP 1401 K, LLC	OPI_T01122	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Office Space (WS) Dated 06/04/2015	\$0.00
	FP 1401 K, LLC	OPI_T01123	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease (WS) Dated 11/06/2015	\$0.00
	FP 1401 K, LLC	OPI_T01124	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Second Amendment to Lease Dated 03/15/2022	\$0.00
	FP 1401 K, LLC	OPI_T01125	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Amendment No 1 to Irrevocable Standby Letter of Credit No 68112147 Dated 12/13/2022	\$0.00
	FP 1401 K, LLC	OPI_T01126	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Amendment Status Notification Dated 12/16/2022	\$0.00
	FP 1401 K, LLC	OPI_T01127	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Dated 05/10/2023	\$0.00
Center for International Private Enterprise	FP 1211 Connecticut Avenue, LLC	OPI_T01023	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Consent to Sublease (WS) Dated 03/03/2016	\$0.00
CentiMark Corporation	SIR Properties Trust	OPI_V00102	Vendor Agreements	Service Agreement Dated 06/01/2024	\$0.00
Central Virginia Maintenance Co., LLC dba The VAMAR Group	GPT Properties Trust	OPI_V00103	Vendor Agreements	Service Agreement Dated 03/01/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Century Fire Protection - Advanced, Inc	OPI BND Properties LLC	OPI_V00529	Vendor Agreements	Fire Extinguisher Inspection Agreement Dated 05/13/2025	\$0.00
CenturyLink Communications, LLC	GPT Properties Trust	OPI_T00393	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Right of Entry Agreement Dated 01/26/2024	\$0.00
	SIR Properties Trust	OPI_T01645	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Right of Entry Agreement Dated 02/28/2020	\$0.00
	SIR Properties REIT LLC	OPI_T01855	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Right of Entry Agreement Dated 12/22/2023	\$0.00
	SIR Campbell Place Inc.	OPI_T02273	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Right of Entry Agreement Dated 08/03/2023	\$0.00
Cerecor Inc.	Elliott Ave Seattle LLC	OPI_T02452	Tenant Agreements	351 Elliott Ave West, Seattle, WA 98119 - Right of Entry Agreement Dated 02/08/2024	\$0.00
	FP 540 Gaither, LLC	OPI_T01533	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 09/14/2018	\$0.00
	FP 540 Gaither, LLC	OPI_T01534	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Declaration by LL and T (WS) Dated 02/08/2019	\$0.00
Charter Communications Operating, LLC	OPI WF Owner LLC	OPI_T00096	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Right of Entry Agreement Dated 03/27/2024	\$0.00
Chem-Aqua, Inc.	OPI WF Owner LLC	OPI_V00105	Vendor Agreements	Service Order Dated 12/01/2024	\$0.00
	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00106	Vendor Agreements	Service Agreement Dated 09/01/2024	\$0.00
	Office Properties Income Trust	OPI_V00107	Vendor Agreements	Master Water Treatment Services Agreement Dated 02/01/2020	\$0.00
Chicago Metro Construction, Inc. dba Arlington Glass & Mirror Co.	Office Properties Income Trust	OPI_V00530	Vendor Agreements	Construction Contract Dated 01/31/2024	\$0.00
CIDC Colonie, LLC	GPT Properties Trust	OPI_T00670	Tenant Agreements	10b Airline Drive, Colonie, NY 12205 - Reciprocal Easement Agreement Dated 06/22/2012	\$0.00
	GPT Properties Trust	OPI_T00671	Tenant Agreements	10b Airline Drive, Colonie, NY 12205 - First Amendment to Reciprocal Easement Agreement (WS) Dated 05/13/2019	\$0.00
Cisco Systems, Inc.	OPI BND Properties LLC	OPI_T01595	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Lease Agreement Dated 04/10/1998	\$0.00
	OPI BND Properties LLC	OPI_T01596	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - First Amendment to Lease Agreement Dated 06/12/1998	\$0.00
	OPI BND Properties LLC	OPI_T01597	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 05/16/2000	\$0.00
	OPI BND Properties LLC	OPI_T01598	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Second Amendment to Lease Agreement (WS) Dated 12/31/2003	\$0.00
	OPI BND Properties LLC	OPI_T01599	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 12/31/2003	\$0.00
	OPI BND Properties LLC	OPI_T01600	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Agreement (WS) Dated 03/16/2004	\$0.00
	OPI BND Properties LLC	OPI_T01601	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Agreement Dated 06/23/2004	\$0.00
	OPI BND Properties LLC	OPI_T01602	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Third Amendment to Lease Agreement (WS) Dated 07/12/2007	\$0.00
	OPI BND Properties LLC	OPI_T01603	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Fourth Amendment to Lease (WS) Dated 07/15/2010	\$0.00
	OPI BND Properties LLC	OPI_T01604	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Section 3 - Post Effective Date Rights and Covenants	\$0.00
	OPI BND Properties LLC	OPI_T01605	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 03/22/2012	\$0.00
	OPI BND Properties LLC	OPI_T01606	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Assignment and Assumption Agreement Dated 04/11/2014	\$0.00
	SIR Properties Trust	OPI_T01607	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Fifth Amendment to Lease (WS) Dated 07/14/2015	\$0.00
	OPI BND Properties LLC	OPI_T01608	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Sixth Amendment to Lease (WS) Dated 10/16/2017	\$0.00
	OPI BND Properties LLC	OPI_T01609	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Seventh Amendment to Lease (WS) Dated 03/27/2018	\$0.00
	SIR Properties Trust	OPI_T01610	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Agreement Dated 12/13/2019	\$0.00
	SIR Properties Trust	OPI_T01611	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 02/12/2020	\$0.00
	SIR Properties Trust	OPI_T01612	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 03/11/2020	\$0.00
	OPI BND Properties LLC	OPI_T01613	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Eighth Amendment to Lease Dated 06/03/2020	\$0.00
	OPI BND Properties LLC	OPI_T01614	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Ninth Amendment to Lease Dated 02/03/2021	\$0.00
	SIR Properties Trust	OPI_T01615	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 12/15/2021	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Cisco Systems, Inc.	OPI BND Properties LLC	OPI_T01616	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Tenth Amendment to Lease Dated 02/02/2022	\$0.00
	OPI BND Properties LLC	OPI_T01617	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Eleventh Amendment to Lease Dated 05/10/2023	\$0.00
	OPI BND Properties LLC	OPI_T01618	Tenant Agreements	12515-4 Research Boulevard, Austin, TX 78759-2176 - Letter Dated 02/09/2024	\$0.00
City of Naperville	OPI TRS Inc.; OPI Notex Properties LLC	OPI_V00532	Vendor Agreements	Fire Alarm Signal Wireless Lease Agreement Fire Alarm Signal Monitoring Agreement Dated 09/21/2018	\$0.00
City Wide Building Services	OPI Notex Properties LLC	OPI_V00110	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
	Bayside Pkwy Fremont 2 LLC; SIR San Jose LLC; OPI BND Properties LLC; Santa Clara (Walsh) LLC; SIR Properties Trust; West Java Sunnyvale LLC	OPI_V00112	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
	GPT Properties Trust	OPI_V00113	Vendor Agreements	Service Order Dated 09/01/2023	\$0.00
Civil-Military Innovation Institute, Inc.	440 First Street LLC	OPI_T01056	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Lease Agreement Dated 09/08/2024	\$0.00
CKM Electrical Services, Inc.	GPT Properties Trust	OPI_V00114	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Clay Construction Services, LLC	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00533	Vendor Agreements	Service Order Dated 02/25/2025	\$0.00
Clean & Polish Building Solutions - Mid Atlantic LLC	OPI Notex Properties LLC	OPI_V00535	Vendor Agreements	Service Agreement Dated 12/20/2024	\$0.00
	OPI WF Owner LLC	OPI_V00536	Vendor Agreements	Service Agreement Dated 12/20/2024	\$0.00
	GPT Properties Trust	OPI_V00537	Vendor Agreements	Service Agreement Dated 12/13/2024	\$0.00
	440 First Street LLC; FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; FP 1401 K, LLC; GPT Properties Trust; FP 6315 Hillside Center, LLC; FP 1211 Connecticut Avenue, LLC; FP Patuxent Parkway, LLC; OPI 25 Exchange LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC	OPI_V00115	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
Clean Response, Inc.	Government Properties Income Trust LLC	OPI_V00116	Vendor Agreements	Service Agreement Dated 03/01/2024	\$0.00
Clifford Power Systems, Inc	SIR Properties Trust	OPI_V00118	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Climate Systems, LLC	OPI WF Owner LLC	OPI_V00119	Vendor Agreements	Service Order Dated 02/06/2024	\$0.00
Climatec, LLC	SIR Campbell Place Inc.	OPI_V00120	Vendor Agreements	Service Agreement Dated 08/15/2021	\$0.00
Cogent Communications, LLC	SIR Properties Trust	OPI_T02181	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Right of Entry Agreement Dated 05/23/2024	\$0.00
cohesionIB, Inc.	Twelve24 Atlanta LLC	OPI_V00538	Vendor Agreements	Order Form Dated 04/27/2023	\$0.00
	OPI WF Owner LLC	OPI_V00539	Vendor Agreements	Order Form Dated 12/27/2022	\$0.00
	OPI TRS Inc.; OPI Notex Properties LLC	OPI_V00540	Vendor Agreements	Order Form Dated 11/04/2024	\$0.00
	GPT Properties Trust; FP Patuxent Parkway, LLC; OPI Notex Properties LLC; OPI WF Owner LLC; SIR Properties Trust; Twelve24 Atlanta LLC	OPI_V00541	Vendor Agreements	PREFERRED PARTNERSHIP Agreement Dated 10/18/2022	\$0.00
Collaborative Labeling and Appliance Standards Program	Elliott Ave Seattle LLC	OPI_V00542	Vendor Agreements	Order Form Dated 09/12/2023	\$0.00
	FP 1401 K, LLC	OPI_T01128	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Agreement Dated 12/30/2015	\$0.00
	FP 1401 K, LLC	OPI_T01129	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Office Space (WS) Dated 04/27/2016	\$0.00
	FP 1401 K, LLC	OPI_T01130	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Agreement for Office Space Dated 10/19/2018	\$0.00
	FP 1401 K, LLC	OPI_T01131	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Second Amendment to Deed of Lease for Office Space 1/1/2019	\$0.00
Collett Mechanical Service, Inc.	FP 1401 K, LLC	OPI_T01132	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Third Amendment to Lease Agreement for Office Space Dated 01/06/2020	\$0.00
	GPT Properties Trust	OPI_V00123	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
	Colliers Engineering & Design, Inc.	OPI_T01820	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Lease Agreement Dated 03/15/2024	\$0.00
Collins Overhead Door, Inc.	OPI 25 Exchange LLC	OPI_T01821	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Agreement Dated 04/14/2025	\$0.00
	GPT Properties Trust; OPI Notex Properties LLC; SIR Properties Trust	OPI_V00124	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
ColonialWebb Contractors Company	SIR Properties Trust	OPI_V00125	Vendor Agreements	Service Agreement Dated 10/01/2023	\$0.00
	GPT Properties Trust; SIR Properties Trust	OPI_V00543	Vendor Agreements	Service Order Dated 01/03/2025	\$0.00
	GPT Properties Trust; SIR Properties Trust	OPI_V00544	Vendor Agreements	Service Order Dated 01/31/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Columbia Association, Inc.	FP 6310 Hillside Center, LLC	OPI_T01449	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Deed of Lease for Office Space (WS) Dated 12/23/2014	\$0.00
	GOV NEW OPPTY LP; FP 6310 Hillside Center, LLC	OPI_T01450	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Declaration of Lease Commencement (WS) Dated 12/13/2016	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01451	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Letter Agreement (WS) Dated 05/12/2020	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01452	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - First Amendment to Deed of Lease for Office Space Dated 03/09/2021	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01453	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Consent to Sublease Agreement Dated 12/20/2021	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01454	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Sublease Agreement Dated 10/15/2021	\$0.00
Comcast Cable Communications Management LLC	OPI 25 Exchange LLC	OPI_T00533	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Right of Entry Agreement (WS) Dated 07/20/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00164	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - Right of Entry Agreement Dated 01/23/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00171	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Right of Entry Agreement Dated 08/03/2018	\$0.00
	GPT Properties Trust	OPI_T00208	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Right of Entry Agreement (WS) Dated 11/01/2017	\$0.00
	OPI BND Properties LLC	OPI_T00313	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Right of Entry Agreement Dated 01/06/2025	\$0.00
	GPT Properties Trust	OPI_T00396	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Right of Entry Agreement Dated 01/18/2019	\$0.00
	GPT Properties Trust	OPI_T00480	Tenant Agreements	251 Causeway Street, Boston, MA 02206 - Right of Entry Agreement (WS) Dated 12/05/2013	\$0.00
	OPI BND Properties LLC	OPI_T00550	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Right of Entry Agreement Dated 07/03/2024	\$0.00
	GPT Properties LLC	OPI_T00583	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Right of Entry Agreement (WS) Dated 09/22/2017	\$0.00
	GPT Properties Trust	OPI_T00675	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Right of Entry Agreement Dated 09/22/2020	\$0.00
	GPT Properties Trust	OPI_T00879	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Right of Entry Agreement Dated 06/07/2018	\$0.00
	GOV Lake Fairfax Inc.	OPI_T00895	Tenant Agreements	1760 Business Center Drive, Reston, VA 20190 - Right of Entry Agreement Dated 11/01/2021	\$0.00
	FP 1401 K, LLC	OPI_T01133	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Right of Entry Agreement Dated 05/01/2019	\$0.00
	ACP East LLC	OPI_T01354	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Right of Entry Agreement Dated 08/11/2021	\$0.00
	ACP East LLC	OPI_T01372	Tenant Agreements	2009-2011 Commerce Park Drive, Annapolis, MD 21401 - Right of Entry Agreement Dated 08/11/2021	\$0.00
	FP 540 Gaither, LLC	OPI_T01550	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Right of Entry Agreement (WS) Dated 11/08/2017	\$0.00
	FP Redland Technology Center LLC	OPI_T01572	Tenant Agreements	534 Gaither Road, Rockville, MD 20850 - Right of Entry Agreement (WS) Dated 07/31/2019	\$0.00
	SIR Properties Trust	OPI_T01663	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Right of Entry Agreement (WS) Dated 05/30/2019	\$0.00
	SIR Properties Trust	OPI_T01785	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Right of Entry Agreement (WS) Dated 11/02/2016	\$0.00
	SIR Properties Trust	OPI_T01822	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Right of Entry Agreement (WS) Dated 10/02/2019	\$0.00
	OPI Notex Properties LLC	OPI_T01856	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Office Lease Dated 08/30/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01857	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Guaranty of Lease Dated 08/30/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01858	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Commencement Date Agreement Dated 10/18/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01859	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Lease Dated 07/15/2020	\$0.00
	SIR Properties REIT LLC	OPI_T01860	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Notification (WS) Dated 09/01/2020	\$0.00
	SIR Properties REIT LLC	OPI_T01861	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Commencement Date Memorandum (WS) Dated 12/18/2020	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Comcast Cable Communications Management LLC	SIR Properties REIT LLC	OPI_T01862	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Right of Entry Agreement Dated 06/21/2023	\$0.00
	SIR Redwood City LP	OPI_T01950	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Right of Entry Agreement (WS) Dated 10/23/2025	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02179	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Right of Entry Agreement Dated 11/09/2023	\$0.00
	Elliott Ave Seattle LLC	OPI_T02453	Tenant Agreements	401 Elliott Ave West, Seattle, WA 98119 - Right of Entry Agreement Dated 11/08/2022	\$0.00
	SIR Properties Trust	OPI_T02245	Tenant Agreements	202 North Castlegory Road, Houston, TX 77049 - Right of Entry Agreement Dated 08/19/2020	\$0.00
	SIR Properties REIT LLC	OPI_T02251	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Building Access Addendum No 120 to the Master Access Agreement Dated 07/31/2009	\$0.00
	SIR Properties REIT LLC	OPI_T02252	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Memorandum of Agreement Dated 07/31/2009	\$0.00
	SIR Properties REIT LLC	OPI_T02261	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Building Access Addendum No 121 to the Master Access Agreement Dated 07/31/2009	\$0.00
	SIR Properties REIT LLC	OPI_T02262	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Memorandum of Agreement Dated 07/31/2009	\$0.00
Commercial Power Sweeping	FP Atlantic Corporate Park, LLC	OPI_T01259	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Access Agreement Dated 06/23/2008	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01293	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Access Agreement Dated 06/23/2008	\$0.00
Commonwealth of Virginia, Department of General Services	SIR Properties Trust	OPI_V00126	Vendor Agreements	Service Order Dated 01/01/2024	\$0.00
Commonwealth of Virginia, Department of General Services	GPT Properties Trust	OPI_T00880	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Deed of Lease Dated 02/16/2007	\$0.00
	GPT Properties Trust	OPI_T00881	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - First Amendment to Deed of Lease Dated 07/13/2007	\$0.00
	GPT Properties Trust	OPI_T00882	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Certificate of Lease Commencement Dated 09/30/2007	\$0.00
	GPT Properties Trust	OPI_T00883	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Report of Occupancy Dated 10/22/2007	\$0.00
	GPT Properties Trust	OPI_T00884	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Second Amendment to Deed of Lease Dated 05/26/2009	\$0.00
	GPT Properties Trust	OPI_T00885	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Certificate of Expansion Commencement Dated 12/08/2009	\$0.00
	GPT Properties Trust	OPI_T00886	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - License Agreement Dated 04/16/2013	\$0.00
	GPT Properties Trust	OPI_T00887	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Third Amendment to Deed of Lease Dated 07/31/2013	\$0.00
	GPT Properties Trust	OPI_T00888	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - First Amendment to License Agreement Dated 02/21/2014	\$0.00
	Government Properties Income Trust LLC	OPI_T00889	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Report of Occupancy Dated 03/20/2014	\$0.00
	GPT Properties Trust	OPI_T00890	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Fourth Amendment to Deed of Lease (WS) Dated 04/21/2015	\$0.00
	GPT Properties Trust	OPI_T00891	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Fifth Amendment to Deed of Lease (WS) Dated 03/01/2019	\$0.00
	GPT Properties Trust	OPI_T00892	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Certificate of Completion (WS) Dated 09/03/2019	\$0.00
	GPT Properties Trust	OPI_T00893	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Certificate of Completion Dated 05/19/2020	\$0.00
Community Technology Services LLC	GPT Properties Trust	OPI_T00894	Tenant Agreements	9960 Mayland Drive, Richmond, VA 36106 - Sixth Amendment to Deed of Lease Dated 07/18/2025	\$0.00
	GPT Properties LLC	OPI_T00584	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 02/28/2020	\$0.00
	GPT Properties LLC	OPI_T00585	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 06/27/2023	\$0.00
Compass Group USA, Inc.	GPT Properties LLC	OPI_T00586	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Exhibit B Declaration by LL and T Dated 02/12/2024	\$0.00
	OPI WF Owner LLC	OPI_T02002	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - One Coliseum Centre Office Building Lease Agreement Dated 07/01/2011	\$0.00
	OPI WF Owner LLC	OPI_T02003	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Memorandum of Lease Dated 07/01/2011	\$0.00
	OPI WF Owner LLC	OPI_T02004	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 08/09/2011	\$0.00
	OPI WF Owner LLC	OPI_T02005	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - First Amendment to Lease Agreement Dated 02/29/2012	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Compass Group USA, Inc.	OPI WF Owner LLC	OPI_T02006	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - First Amendment to Memorandum of Lease Dated 03/09/2012	\$0.00
	OPI WF Owner LLC	OPI_T02007	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Second Amendment to Lease Dated 07/09/2012	\$0.00
	OPI WF Owner LLC	OPI_T02008	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Second Amendment to Memorandum of Lease Dated 07/09/2012	\$0.00
	OPI WF Owner LLC	OPI_T02009	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 07/26/2012	\$0.00
	OPI WF Owner LLC	OPI_T02010	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Third Amendment to Lease Dated 08/28/2012	\$0.00
	OPI WF Owner LLC	OPI_T02011	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Lease Assignment Dated 12/19/2012	\$0.00
	OPI WF Owner LLC	OPI_T02012	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 11/13/2013	\$0.00
	OPI WF Owner LLC	OPI_T02013	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Dated 12/19/2014	\$0.00
	OPI WF Owner LLC	OPI_T02014	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Fifth Amendment to Lease Agreement (WS) Dated 03/07/2017	\$0.00
	OPI WF Owner LLC	OPI_T02015	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 04/02/2020	\$0.00
	OPI WF Owner LLC	OPI_T02016	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 05/19/2020	\$0.00
	OPI WF Owner LLC	OPI_T02017	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Eight Amendment to Lease Agreement Dated 08/21/2023	\$0.00
	OPI WF Owner LLC	OPI_T02018	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Fourth Amendment to Lease Agreement (WS) Dated 02/26/2016	\$0.00
	OPI WF Owner LLC	OPI_T02019	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Sixth Amendment to Lease Agreement (WS) Dated 05/22/2017	\$0.00
	OPI WF Owner LLC	OPI_T02020	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Seventh Amendment to Lease (WS) Dated 03/01/2021	\$0.00
	OPI WF Owner LLC	OPI_T02030	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Lease Agreement Dated 07/01/2011	\$0.00
	OPI WF Owner LLC	OPI_T02031	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Memorandum of Lease Dated 07/01/2011	\$0.00
	OPI WF Owner LLC	OPI_T02032	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 08/09/2011	\$0.00
	OPI WF Owner LLC	OPI_T02033	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - First Amendment to Lease Agreement Dated 02/29/2012	\$0.00
	OPI WF Owner LLC	OPI_T02034	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 07/26/2012	\$0.00
	OPI WF Owner LLC	OPI_T02035	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Lease Assignment Dated 12/19/2012	\$0.00
	OPI WF Owner LLC	OPI_T02036	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement (WS) Dated 10/30/2013	\$0.00
	OPI WF Owner LLC	OPI_T02037	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter (WS) Dated 11/05/2013	\$0.00
	OPI WF Owner LLC	OPI_T02038	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 11/13/2013	\$0.00
	OPI WF Owner LLC	OPI_T02039	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Dated 12/19/2014	\$0.00
	OPI WF Owner LLC	OPI_T02040	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Second Amendment to Lease Agreement (WS) Dated 02/26/2016	\$0.00
	OPI WF Owner LLC	OPI_T02041	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Third Amendment to Lease Agreement (WS) Dated 05/22/2017	\$0.00
	OPI WF Owner LLC	OPI_T02042	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Dated 03/28/2019	\$0.00
	OPI WF Owner LLC	OPI_T02043	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 04/02/2020	\$0.00
	OPI WF Owner LLC	OPI_T02044	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Letter Agreement Dated 05/19/2020	\$0.00
	OPI WF Owner LLC	OPI_T02045	Tenant Agreements	2400 Yorkmont Road, Charlotte, NC 28217 - Fourth Amendment to Lease (WS) Dated 03/01/2021	\$0.00
Comporium, Inc.	GPT Properties Trust	OPI_T02348	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Right of Entry Agreement Dated 05/13/2019	\$0.00
Concord ATL Perimeter LLC	Twelve24 Atlanta LLC	OPI_T02420	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Perimeter Office-Hotel Reciprocal Easement Agreement Dated 12/11/2018	\$0.00
	Twelve24 Atlanta LLC	OPI_T02421	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - First Amendment to Perimeter Office-Hotel Reciprocal Easement Agreement Dated 04/07/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02422	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Notice of Default Dated 10/07/2025	\$0.00
Consortium Security LLC	SIR Properties REIT LLC	OPI_V00545	Vendor Agreements	Service Agreement Dated 02/13/2025	\$0.00
Construction Cleaning Systems, Inc.	OPI BND Properties LLC	OPI_V00546	Vendor Agreements	Service Agreement Dated 05/20/2024	\$0.00
Convergent Systems	OPI BND Properties LLC	OPI_V00127	Vendor Agreements	Service Agreement Dated 12/09/2024	\$0.00
	GPT Properties Trust	OPI_V00128	Vendor Agreements	Service Agreement Dated 12/09/2024	\$0.00
Core Roofing Systems LLC	Grand Oak Circle Tampa LLC	OPI_V00547	Vendor Agreements	Service Agreement Dated 08/21/2025	\$0.00
Corporate Security & Fire Systems, LLC	OPI WF Owner LLC	OPI_V00548	Vendor Agreements	Service Order Dated 04/01/2024	\$0.00
Corporate Sports Unlimited, Inc.	Twelve24 Atlanta LLC	OPI_V00129	Vendor Agreements	Service Contract Dated 06/01/2020	\$0.00
Cotterman & Company Inc.	Schrock Road Columbus LLC	OPI_V00549	Vendor Agreements	Service Agreement Dated 10/24/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Countywide Commercial, Inc.	OPI WF Owner LLC	OPI_V00550	Vendor Agreements	Service Order Dated 08/22/2024	\$0.00
Cox Communications California, LLC	SIR Campbell Place Inc.	OPI_T01713	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Right of Entry Agreement Dated 09/09/2020	\$0.00
	SIR Campbell Place Inc.	OPI_T01714	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - First Amendment to Right of Entry Agreement Dated 01/28/2025	\$0.00
Cox Communications Omaha, L.L.C.	SIR Omaha LLC	OPI_T02046	Tenant Agreements	18020 Burt Street, Omaha, NE 68022 - Right of Entry Agreement Dated 06/12/2025	\$0.00
	SIR Omaha LLC	OPI_T02047	Tenant Agreements	18020 Burt Street, Omaha, NE 68022 - Letter Agreement Dated 07/30/2025	\$0.00
	Burt Street Omaha LLC	OPI_T02472	Tenant Agreements	18010 Burt Street, Omaha, NE 68022 - Right of Entry Agreement Dated 08/06/2024	\$0.00
	Burt Street Omaha LLC	OPI_T02473	Tenant Agreements	18010 Burt Street, Omaha, NE 68022 - Letter Dated 08/23/2024	\$0.00
CoxCom, LLC	FP 1775 Wiehle Avenue, LLC	OPI_T01231	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Access License Agreement Dated 04/17/2012	\$0.00
Crane Pest Control	SIR Properties Trust	OPI_V00131	Vendor Agreements	Service Order Dated 09/01/2023	\$0.00
Critical Services Intermediate, Inc.	FP 1775 Wiehle Avenue, LLC	OPI_T01232	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Lease Agreement Dated 05/12/2023	\$0.00
Crown Building Maintenance Company, Inc., DBA Able Building Maintenance Company, Inc.	GPT Properties Trust	OPI_V00132	Vendor Agreements	Service Agreement Dated 09/01/2021	\$0.00
	GPT Properties Trust	OPI_V00551	Vendor Agreements	Service Agreement Dated 08/18/2021	\$0.00
Crown Castle Fiber LLC	GPT Properties Trust	OPI_T00481	Tenant Agreements	251 Causeway Street, Boston, MA 02206 - Right of Entry Agreement (WS) Dated 01/03/2017	\$0.00
	GPT Properties Trust	OPI_T00482	Tenant Agreements	251 Causeway Street, Boston, MA 02206 - Name Change Letter Dated 11/30/2018	\$0.00
	GPT Properties Trust	OPI_T00483	Tenant Agreements	251 Causeway Street, Boston, MA 02206 - Insurance Rating Change Letter Dated 04/16/2019	\$0.00
	GPT Properties Trust	OPI_T00484	Tenant Agreements	251 Causeway Street, Boston, MA 02206 - First Amendment to Right of Entry Agreement Dated 03/07/2022	\$0.00
	OPI 25 Exchange LLC	OPI_T00535	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Name Change Letter Dated 11/30/2018	\$0.00
	OPI 25 Exchange LLC	OPI_T00536	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Insurance Rating Change Letter Dated 04/16/2019	\$0.00
	OPI 25 Exchange LLC	OPI_T00537	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - First Amendment to Right of Entry Agreement Dated 08/07/2019	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00993	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Right of Entry Agreement Dated 10/13/2023	\$0.00
Crown Center Redevelopment Corporation	OPI WF Owner LLC	OPI_V00569	Vendor Agreements	Agreement for Restrictions, Easements and Maintenance of Amenities and Common Areas Dated 02/29/2008	\$0.00
	Office Properties Income Trust	OPI_V00133	Vendor Agreements	Agreement for Restrictions, Easements and Maintenance of Amenities and Common Areas Dated 02/29/2008	\$0.00
CSRK LLC	OPI 25 Exchange LLC	OPI_T00538	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Lease Agreement Dated 08/10/1998	\$0.00
	OPI 25 Exchange LLC	OPI_T00539	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - First Amendment to Lease Dated 07/21/2003	\$0.00
	OPI 25 Exchange LLC	OPI_T00540	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Notice of Default Dated 02/06/2004	\$0.00
	OPI 25 Exchange LLC	OPI_T00541	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Second Amendment to Lease Dated 09/01/2006	\$0.00
	OPI 25 Exchange LLC	OPI_T00542	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Letter Agreement Dated 10/25/2006	\$0.00
	OPI 25 Exchange LLC	OPI_T00543	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Letter Agreement Dated 12/01/2006	\$0.00
	OPI 25 Exchange LLC	OPI_T00544	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Letter Agreement Dated 11/29/2007	\$0.00
	OPI 25 Exchange LLC	OPI_T00545	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Third Amendment to Lease (WS) Dated 06/23/2011	\$0.00
	OPI 25 Exchange LLC	OPI_T00546	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Third Amendment to Lease (WS) Dated 06/07/2016	\$0.00
	OPI 25 Exchange LLC	OPI_T00547	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Fifth Amendment to Lease Dated 09/02/2021	\$0.00
	OPI 25 Exchange LLC	OPI_T00548	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Letter Agreement Dated 12/21/2021	\$0.00
	OPI 25 Exchange LLC	OPI_T00549	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Sixth Amendment to Lease Dated 08/05/2025	\$0.00
Cushman & Wakefield U.S., Inc.	Government Properties Income Trust LLC	OPI_V00135	Vendor Agreements	Agreement for Consulting and Marketing Services Dated 02/06/2018	\$0.00
	Office Properties Income Trust	OPI_V00136	Vendor Agreements	First Amendment To Agreement Dated 12/13/2019	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
	OPI WF Owner LLC	OPI_T02182	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Office Lease Agreement Dated 09/08/2003	\$0.00
	OPI WF Owner LLC	OPI_T02183	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Commencement Date Agreement Dated 09/15/2003	\$0.00
	OPI WF Owner LLC	OPI_T02184	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - First Amendment to Lease Dated 11/21/2008	\$0.00
	OPI WF Owner LLC	OPI_T02185	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Second Amendment to Lease Dated 11/25/2013	\$0.00
	SIR Properties Trust	OPI_T02186	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Consent to Assign and Assump and Third Amendment to Lease (WS) Dated 08/20/2018	\$0.00
	OPI WF Owner LLC	OPI_T02187	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Agreement Dated 11/04/2020	\$0.00
	OPI WF Owner LLC	OPI_T02188	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Fourth Amendment to Lease Dated 02/03/2024	\$0.00
Dalberg Consulting US LLC	FP 1401 K, LLC	OPI_T01134	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement (WS) Dated 08/28/2017	\$0.00
	FP 1401 K, LLC	OPI_T01135	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Notice of Demand Dated 10/17/2025	\$0.00
Datalogiqs, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01294	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease Dated 11/07/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01295	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration by LL and T Dated 04/04/2025	\$0.00
DataSync, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01296	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease Dated 11/07/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01297	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Guaranty Dated 11/07/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01298	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - First Amendment to Deed of Lease Dated 12/10/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01299	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration by LL and T Dated 04/04/2025	\$0.00
Data-Tec Systems, Inc.	OPI Notex Properties LLC	OPI_V00553	Vendor Agreements	Service Order Dated 01/07/2025	\$0.00
Datawatch Systems, Inc.	Government Properties Income Trust LLC; GPT Properties Trust	OPI_V00139	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00554	Vendor Agreements	Service Agreement Dated 05/16/2024	\$0.00
	GPT Properties Trust	OPI_V00555	Vendor Agreements	Service Agreement Dated 05/16/2024	\$0.00
	OPI WF Owner LLC	OPI_V00556	Vendor Agreements	Service Agreement Dated 12/30/2024	\$0.00
	SIR Properties REIT LLC	OPI_V00140	Vendor Agreements	Service Agreement Dated 03/15/2024	\$0.00
	OPI WF Owner LLC	OPI_T00595	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Assignment of Lease Agreement Dated 07/02/2010	\$0.00
	GPT Properties LLC	OPI_T00596	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Sixth Amendment to Lease (WS) Dated 10/25/2013	\$0.00
	GPT Properties LLC	OPI_T00597	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Seventh Amendment to Lease Dated 11/27/2018	\$0.00
	GPT Properties LLC	OPI_T00598	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Insurance Rating Change Letter Dated 02/03/2022	\$0.00
	GPT Properties LLC	OPI_T00599	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Eighth Amendment to Lease Dated 10/12/2023	\$0.00
DC Group, Inc.	OPI WF Owner LLC	OPI_V00557	Vendor Agreements	Service Agreement Dated 01/08/2025	\$0.00
Dell Kabob, Inc.	FP 1401 K, LLC	OPI_T01136	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Retail Space Dated 02/02/2023	\$0.00
	FP 1401 K, LLC	OPI_T01137	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Guaranty of Performance Dated 02/02/2023	\$0.00
	FP 1401 K, LLC	OPI_T01138	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Exhibit B-Commencement Letter (WS) Dated 05/01/2023	\$0.00
	FP 1401 K, LLC	OPI_T01139	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Dated 10/09/2024	\$0.00
	OPI BND Properties LLC	OPI_T00254	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Guaranty Dated 08/04/2025	\$0.00
Dell USA L.P.	440 First Street LLC	OPI_T01057	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease for Office Space (WS) Dated 06/15/2015	\$0.00
	440 First Street LLC	OPI_T01058	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Declaration of Lease Commencement (WS) Dated 01/22/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T01059	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Deed of Lease (WS) Dated 03/03/2020	\$0.00
Deloitte & Touche LLP	Office Properties Income Trust	OPI_V00142	Vendor Agreements	Engagement Letter for Audit and Review Services Dated 04/24/2025	\$0.00
Delta Landscape Services, Inc.	SIR Properties REIT LLC	OPI_V00143	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
	OPI WF Owner LLC; SIR Properties REIT LLC	OPI_V00144	Vendor Agreements	Service Agreement Dated 03/01/2025	\$0.00
Desert Sweeping & Striping, L.L.C.	GPT Properties Trust	OPI_V00145	Vendor Agreements	Service Agreement Dated 11/01/2023	\$0.00
Desman, Inc.	OPI WF Owner LLC	OPI_V00558	Vendor Agreements	Professional Services Agreement Dated 03/05/2025	\$0.00
DG Woodcare, Inc.	OPI Notex Properties LLC	OPI_V00147	Vendor Agreements	Service Order Dated 08/07/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
DGS - Water Resources Control Board	GPT Properties Trust	OPI_T00913	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Standard Lease File No 5214-001 Dated 12/02/2024	\$0.00
	SIR Properties REIT LLC	OPI_T00914	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Memorandum Dated 03/17/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00915	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Memorandum Dated 04/24/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00916	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Amendment No 1 to Lease (WS) Dated 04/23/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00917	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Memorandum Dated 05/20/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00918	Tenant Agreements	11020 Sun Center Drive, Rancho Cordova, CA 95670 - Memorandum Dated 06/17/2025	\$0.00
DHS Signs, LLC dba Image360	GPT Properties Trust; SIR Properties Trust	OPI_V00559	Vendor Agreements	Service Order Dated 01/25/2025	\$0.00
Digital Sky Studios, Inc. DBA Covington Hendrix	GPT Properties Trust; OPI Notex Properties LLC; SIR Properties Trust	OPI_V00148	Vendor Agreements	Professional Services Agreement Dated 09/28/2025	\$0.00
Digium, Inc.	SIR Properties Trust	OPI_T02227	Tenant Agreements	445 Jan Davis Drive, Huntsville, AL 35806 - Lease Agreement Dated 07/22/2016	\$0.00
	SIR Properties Trust	OPI_T02228	Tenant Agreements	445 Jan Davis Drive, Huntsville, AL 35806 - Consent to Sublease Agreement and First Amendment to Lease Dated 12/03/2019	\$0.00
	SIR Properties Trust	OPI_T02229	Tenant Agreements	445 Jan Davis Drive, Huntsville, AL 35806 - Letter Dated 03/15/2024	\$0.00
	SIR Properties Trust	OPI_T02230	Tenant Agreements	445 Jan Davis Drive, Huntsville, AL 35806 - Letter Agreement Dated 07/18/2024	\$0.00
	Jan Davis Huntsville LLC; Jan Davis Huntsville LLC	OPI_T02231	Tenant Agreements	445 Jan Davis Drive, Huntsville, AL 35806 - Sublease Agreement Dated 09/18/2019	\$0.00
	Jan Davis Huntsville LLC; Jan Davis Huntsville LLC	OPI_T02232	Tenant Agreements	445 Jan Davis Drive, Huntsville, AL 35806 - Amendment to Sublease Agreement Dated 11/15/2023	\$0.00
	GPT Properties LLC	OPI_T02326	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Standard Form Apartment Lease (Fixed Term) Dated 08/06/2025	\$0.00
	GPT Properties LLC	OPI_T02327	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Tenant Lead Law Notification Dated 08/06/2025	\$0.00
District of Columbia CVS Pharmacy, LLC	FP 11 Dupont Circle, LLC; FP 11 Dupont Circle, LLC	OPI_T01205	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Consent to Sublease Dated 06/29/2001	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01206	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter (WS) Dated 01/18/2002	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01207	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement (WS) Dated 05/03/2002	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01208	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Dated 06/26/2007	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01209	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Guaranty Dated 06/26/2012	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01210	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - First Amendment to Lease Dated 07/02/2012	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01211	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement Dated 05/29/2020	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01212	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement (WS) Dated 05/31/2021	\$0.00
	FP 11 Dupont Circle, LLC; FP 11 Dupont Circle, LLC	OPI_T01213	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Sublease Agreement Dated 03/28/2001	\$0.00
Dominion Waterproofing & Construction Services, Inc.	SIR Irving (Freeport) LLC; GPT Properties Trust	OPI_V00560	Vendor Agreements	Service Order Dated 07/14/2025	\$0.00
Door Control, Inc.; Door Concepts	GPT Properties Trust	OPI_V00149	Vendor Agreements	Owner's Maintenance And Service Agreement For Automatic Doors Dated 03/01/2024	\$0.00
DPR Construction, A General Partnership	Government Properties Income Trust LLC	OPI_V00150	Vendor Agreements	Exhibit M - GMP to the Construction Agreement Dated 05/28/2021	\$0.00
	Elliott Ave Seattle LLC	OPI_V00151	Vendor Agreements	Construction Management Agreement Dated 12/10/2021	\$0.00
Drain King Inc.	Government Properties Income Trust LLC	OPI_V00152	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
Drivestream, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01300	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Guaranty (WS) Dated 10/31/2011	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01301	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease for Office Space (WS) Dated 11/01/2011	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01302	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration of Lease Commencement (WS) Dated 04/06/2012	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01303	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - First Amendment to Deed of Lease Dated 03/09/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01304	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Second Amendment to Deed of Lease Dated 03/21/2025	\$0.00
DSRC Services, LLC dba Star Roofing	OPI BND Properties LLC	OPI_V00153	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Duncan, Weinberg, Genzer & Pembroke, P.C.	GPT Properties Trust	OPI_T00209	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 06/26/2020	\$0.00
	GPT Properties Trust	OPI_T00210	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Exhibit B - Declaration by LL and T (WS) Dated 11/02/2020	\$0.00
	GPT Properties Trust	OPI_T00211	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated 01/24/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
E. I. DuPont de Nemours and Company	SIR Johnston LLC	OPI_T01995	Tenant Agreements	8305 NW 62nd Avenue, Johnston, IA 50131 - Memorandum of Lease Agreement Dated 09/24/2010	\$0.00
	SIR Johnston LLC	OPI_T01996	Tenant Agreements	8305 NW 62nd Avenue, Johnston, IA 50131 - Amended and Restated Commercial Lease Dated 05/28/2013	\$0.00
	SIR Johnston LLC	OPI_T01997	Tenant Agreements	8305 NW 62nd Avenue, Johnston, IA 50131 - Commercial Lease Dated 05/28/2013	\$0.00
	SIR Johnston LLC	OPI_T01998	Tenant Agreements	8305 NW 62nd Avenue, Johnston, IA 50131 - First Amendment to Amended and Restated Commercial Lease (WS) Dated 12/18/2013	\$0.00
	SIR Johnston LLC	OPI_T01999	Tenant Agreements	8305 NW 62nd Avenue, Johnston, IA 50131 - Memo of Amended and Restated Commercial Lease and Memo of Commercial Lease Dated 12/18/2013	\$0.00
	SIR Johnston LLC	OPI_T02000	Tenant Agreements	8305 NW 62nd Avenue, Johnston, IA 50131 - Assignment and Assumption of Lease Dated 12/18/2013	\$0.00
Eagle Mat & Floor Products, Inc.	FP 1401 K, LLC	OPI_V00156	Vendor Agreements	Service Order Dated 05/01/2025	\$0.00
	SIR Properties Trust	OPI_V00158	Vendor Agreements	Service Agreement Dated 12/01/2019	\$0.00
Eagle Protection Service, Inc.	FP 1775 Wichle Avenue, LLC	OPI_V00159	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
ECI Five O'Nel LLC	SIR San Jose LLC	OPI_T01975	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Amended and Restated Joint Access and Common Area Maintenance Easement Agreement (WS) Dated 02/11/2021	\$0.00
Ecotech Pest Management Inc.	OPI BND Properties LLC	OPI_V00160	Vendor Agreements	Service Agreement Dated 11/01/2024	\$0.00
	GPT Properties Trust	OPI_V00161	Vendor Agreements	Service Agreement Dated 11/01/2024	\$0.00
EduCap, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01329	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease for Office Space (WS) Dated 08/26/2011	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01330	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration of Lease Commencement (WS) Dated 02/15/2012	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01331	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - First Amendment to Deed of Lease (WS) Dated 06/29/2016	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01332	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Second Amendment to Deed of Lease Dated 10/18/2016	\$0.00
	FP Atlantic Corporate Park, LLC; FP Atlantic Corporate Park, LLC	OPI_T01333	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Consent to Assignment and Assumption of Deed of Lease Dated 02/10/2023	\$0.00
	FP Atlantic Corporate Park, LLC; FP Atlantic Corporate Park, LLC	OPI_T01334	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Assignment and Assumption of Lease Agreement Dated 02/10/2023	\$0.00
Educational Solutions Co.	Schrock Road Columbus LLC	OPI_T02052	Tenant Agreements	2231 Schrock Road, Columbus, OH 43229 - Resolutions of the Board of Directors of Unity Academy Dated 06/27/2022	\$0.00
	Schrock Road Columbus LLC	OPI_T02053	Tenant Agreements	2231 Schrock Road, Columbus, OH 43229 - Lease Agreement Dated 07/12/2022	\$0.00
	Schrock Road Columbus LLC	OPI_T02054	Tenant Agreements	2231 Schrock Road, Columbus, OH 43229 - Consent to Sublease Dated 07/12/2022	\$0.00
	Schrock Road Columbus LLC	OPI_T02055	Tenant Agreements	2231 Schrock Road, Columbus, OH 43229 - Exhibit E - Declaration by LL and T Dated 07/15/2022	\$0.00
	Schrock Road Columbus LLC	OPI_T02056	Tenant Agreements	2231 Schrock Road, Columbus, OH 43229 - Sublease Dated 07/13/2022	\$0.00
Edward D. Jones & Co., L.P.	GPT Properties LLC	OPI_T00600	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 11/09/2018	\$0.00
	GPT Properties LLC	OPI_T00601	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Exhibit C - Declaration by LL and T (WS) Dated 01/09/2020	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01393	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Deed of Lease for Office Space Dated 12/11/2013	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01394	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Lease Dated 03/01/2019	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01395	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease (WS) Dated 02/20/2024	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01395	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease (WS) Dated 02/20/2024	\$0.00
Elite Building Services LLC	GPT Properties Trust	OPI_V00163	Vendor Agreements	Service Agreement Dated 12/01/2022	\$0.00
Elite Ponds, Inc.	GPT Properties Trust	OPI_V00164	Vendor Agreements	Service Agreement Dated 04/01/2024	\$0.00
Elizabeth Arden, Inc.	OPI WF Owner LLC	OPI_T02112	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Amended and Restated Deed of Lease Dated 01/17/2003	\$0.00
	OPI WF Owner LLC	OPI_T02113	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Guaranty	\$0.00
	OPI WF Owner LLC	OPI_T02114	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Lease Commencement Certificate Dated 11/18/2003	\$0.00
	OPI WF Owner LLC	OPI_T02115	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - First Amendment to Amended and Restated Deed of Lease Dated 06/30/2012	\$0.00
	OPI WF Owner LLC	OPI_T02116	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Assignment and Assumption of Lease (WS) Dated 11/09/2012	\$0.00
	OPI WF Owner LLC	OPI_T02117	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Letter Agreement Dated 09/07/2016	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Elizabeth Arden, Inc.	OPI WF Owner LLC	OPI_T02118	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Second Amendment to Deed of Lease Dated 10/01/2020	\$0.00
	OPI WF Owner LLC	OPI_T02119	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Guaranty Dated 10/01/2020	\$0.00
	OPI WF Owner LLC	OPI_T02120	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Insurance Rating Change Letter Dated 01/12/2021	\$0.00
	OPI WF Owner LLC	OPI_T02121	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Notice of Default Dated 06/14/2022	\$0.00
	OPI WF Owner LLC	OPI_T02124	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Letter Agreement Dated 05/02/2023	\$0.00
	OPI WF Owner LLC	OPI_T02125	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Guaranty Dated 05/02/2023	\$0.00
	OPI WF Owner LLC	OPI_T02126	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Letter Dated 07/27/2023	\$0.00
	OPI WF Owner LLC	OPI_T02127	Tenant Agreements	1751 Blue Hills Drive, Roanoke, VA 24012 - Third Amendment to Amended and Restated Deed of Lease Dated 07/30/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02458	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Lease of Bicycle Parking Space Dated 01/09/2025	\$0.00
Empire Roofing Company Southeast, LLC	Elliott Ave Seattle LLC	OPI_T02459	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Letter Agreement Dated 06/11/2025	\$0.00
	OPI BND Properties LLC	OPI_V00165	Vendor Agreements	Service Order Dated 02/28/2025	\$0.00
Endotronix, Inc.	SIR Properties REIT LLC	OPI_T01864	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 04/14/2022	\$0.00
	SIR Properties REIT LLC	OPI_T01865	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Lease Dated 05/10/2023	\$0.00
	OPI Notex Properties LLC; SIR Properties REIT LLC	OPI_T01866	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Second Amendment to Lease Dated 05/13/2025	\$0.00
Energy Mechanical Services, Inc.	SIR Properties Trust	OPI_V00166	Vendor Agreements	Service Order Dated 01/01/2024	\$0.00
ENGIE Insight Services Inc.	Office Properties Income Trust	OPI_V00168	Vendor Agreements	Professional Services Agreement Dated 02/06/2019	\$0.00
Environmental Pump & Drain Line Solutions, LLC	OPI WF Owner LLC	OPI_V00170	Vendor Agreements	Service Order Dated 01/25/2024	\$0.00
Errands Plus, Inc.	FP Redland Technology Center LLC; FP 540 Gaither, LLC	OPI_V00562	Vendor Agreements	Service Agreement Dated 12/16/2024	\$0.00
Everclear Maintenance Solutions, LLC	OPI WF Owner LLC	OPI_V00563	Vendor Agreements	Service Agreement Dated 05/09/2025	\$0.00
Evercore Group L.L.C.	OPI WF Owner LLC	OPI_V00564	Vendor Agreements	Service Agreement Dated 04/14/2025	\$0.00
	Office Properties Income Trust	OPI_P00002	Vendor Agreements	Engagement Letter Dated 7/25/25	\$0.00
Everon, LLC	SIR Properties Trust	OPI_T01586	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Letter Dated 09/15/2023	\$0.00
	OPI Notex Properties LLC	OPI_T01587	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Fifth Amendment to Lease (WS) Dated 01/13/2025	\$0.00
	OPI Notex Properties LLC	OPI_T01588	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Guaranty Dated 01/13/2025	\$0.00
Express Cleaning	OPI WF Owner LLC; SIR Properties REIT LLC	OPI_V00171	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
EYA Development LLC	GOV Lake Fairfax Inc.	OPI_V00667	Vendor Agreements	Amended and Restated Purchase and Sale Agreement Dated 06/27/2025	\$0.00
	GOV Lake Fairfax Inc.	OPI_V00668	Vendor Agreements	First Amendment to Amended and Restated Purchase and Sale Agreement Dated 08/25/25	\$0.00
	GOV Lake Fairfax Inc.	OPI_V00669	Vendor Agreements	Second Amendment to Amended and Restated Purchase and Sale Agreement Dated 10/01/2025	\$0.00
Facility IT Group Inc.	SIR Properties REIT LLC	OPI_V00173	Vendor Agreements	Service Agreement Dated 07/10/2023	\$0.00
Ferrandino & Son, Inc.	OPI WF Owner LLC	OPI_V00174	Vendor Agreements	Service Agreement Dated 04/10/2023	\$0.00
Fixed Assets, Inc.	Government Properties Income Trust LLC	OPI_V00177	Vendor Agreements	Service Agreement Dated 08/01/2022	\$0.00
Florian Fire Protection LLC	SIR Properties REIT LLC	OPI_V00565	Vendor Agreements	Service Agreement Dated 02/19/2025	\$0.00
Florida Lighting Maintenance LLC	Grand Oak Circle Tampa LLC; 112 Ave Miami LLC; OPI BND Properties LLC	OPI_V00566	Vendor Agreements	Service Order Dated 08/27/2025	\$0.00
Flynn Architectural Finishes	FP Redland Technology Center LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; FP Patuxent Parkway, LLC; SIR Properties Trust	OPI_V00567	Vendor Agreements	Service Agreement Dated 01/23/2024	\$0.00
Flywheel Government Solutions, LLC	FP 1401 K, LLC	OPI_T01140	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Office Space (WS) Dated 05/01/2017	\$0.00
	FP 1401 K, LLC	OPI_T01141	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Dated 10/31/2019	\$0.00
	FP 1401 K, LLC	OPI_T01142	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Agreement (WS) Dated 02/19/2021	\$0.00
FMC Technologies, Inc.	SIR Properties REIT LLC	OPI_V00179	Vendor Agreements	Energy Management System Service Plan Dated 10/01/2024	\$0.00
Forge Financial Group LLC	FP 1775 Wiehle Avenue, LLC	OPI_T01233	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Lease Agreement Dated 07/23/2024	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01234	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Declaration by LL and T (WS) Dated 03/14/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Foundation for National Progress	FP 11 Dupont Circle, LLC; FP 11 Dupont Circle, LLC	OPI_T01219	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Consent to Sublease Agreement Dated 03/01/2024	\$0.00
	FP 11 Dupont Circle, LLC; FP 11 Dupont Circle, LLC	OPI_T01221	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Sublease Agreement Dated 02/06/2024	\$0.00
Frank Carson Landscape & Maintenance, LLC	OPI_BND Properties LLC	OPI_V00181	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
Fraser-Morris Electric Co.	Government Properties Income Trust LLC	OPI_V00182	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
Fulton Steak, LLC	OPI_WF Owner LLC	OPI_T02356	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Amended and Restated Restaurant Lease Dated 02/06/2014	\$0.00
	OPI_WF Owner LLC	OPI_T02357	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - First Amendment to Amended and Restated Restaurant Lease Dated 09/28/2015	\$0.00
	OPI_WF Owner LLC	OPI_T02358	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Second Amendment to Amended and Restated Restaurant Lease Dated 05/02/2016	\$0.00
	OPI_WF Owner LLC	OPI_T02359	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Third Amendment to Amended and Restated Restaurant Lease Dated 05/23/2020	\$0.00
	OPI_WF Owner LLC	OPI_T02360	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Fourth Amendment to Amended and Restated Restaurant Lease Dated 01/15/2021	\$0.00
	OPI_WF Owner LLC	OPI_T02361	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Fifth Amendment to Lease Dated 05/08/2025	\$0.00
	OPI_WF Owner LLC	OPI_T02362	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Storage License Agreement Dated 02/03/2017	\$0.00
	OPI_WF Owner LLC	OPI_T02363	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Revocable License Agreement Dated 05/08/2019	\$0.00
GastingerWalker& Architects LLC	SIR Properties Trust	OPI_V00183	Vendor Agreements	Professional Services Agreement Dated 01/20/2024	\$0.00
GDI Services Inc.	SIR Properties Trust	OPI_V00184	Vendor Agreements	Service Agreement Dated 09/01/2024	\$0.00
	OPI_WF Owner LLC	OPI_V00186	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
General Instrument Corporation	Santa Clara (Walsh) LLC	OPI_T02163	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Lease Agreement Dated 11/14/2013	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02165	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Notice of Lease Term Date Dated 11/14/2013	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02166	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - First Amendment to Lease Dated 05/27/2014	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02167	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Second Amendment to Lease Dated 05/30/2014	\$0.00
	Santa Clara (Walsh) LLC	OPI_T02168	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Assignment and Assumption of Lease Dated 05/30/2014	\$0.00
Genesys Cloud Services, Inc.	SIR Properties REIT LLC	OPI_T02253	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Office Lease Agreement (WS) Dated 05/06/2014	\$0.00
	SIR Properties REIT LLC	OPI_T02254	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - First Lease Amendment (WS) Dated 04/25/2016	\$0.00
	SIR Properties REIT LLC	OPI_T02255	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Second Lease Amendment Dated 03/20/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02256	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Guaranty of Lease Dated 05/10/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02257	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Letter Agreement Dated 05/18/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02259	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Certificate of Amendment of Articles of Incorporation Dated 03/15/2021	\$0.00
	SIR Properties REIT LLC	OPI_T02260	Tenant Agreements	7601 Interactive Way, Indianapolis, IN 46278 - Third Amendment to Lease Dated 01/30/2025	\$0.00
	SIR Properties REIT LLC	OPI_T02263	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Office Lease Agreement (WS) Dated 05/06/2014	\$0.00
	SIR Properties REIT LLC	OPI_T02264	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - First Lease Amendment (WS) Dated 04/23/2016	\$0.00
	SIR Properties REIT LLC	OPI_T02265	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Second Lease Amendment Dated 03/20/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02266	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Guaranty of Lease Dated 05/10/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02267	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Letter Agreement Dated 05/18/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02268	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Letter Agreement Dated 06/01/2017	\$0.00
	SIR Properties REIT LLC	OPI_T02269	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Certificate of Amendment of Articles of Incorporation Dated 03/15/2021	\$0.00
	SIR Properties REIT LLC	OPI_T02270	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Letter Agreement Dated 05/25/2021	\$0.00
	SIR Properties REIT LLC	OPI_T02271	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Third Amendment to Lease Dated 01/30/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
GenServe LLC	SIR Properties REIT LLC	OPI_V00187	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
GENSET Services, INC., a Florida corporation	112 Ave Miami LLC	OPI_V00188	Vendor Agreements	Preventative Maintenance Agreement Engine-Generator Systems Dated 12/01/2022	\$0.00
Georgia-Pacific Consumer Products LP	Twelve24 Atlanta LLC	OPI_V00189	Vendor Agreements	KOLO Smart Washroom Service Agreement Dated 10/01/2022	\$0.00
Getem Services	OPI Notex Properties LLC	OPI_V00190	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
Gila Health Resources, LLC	GPT Properties Trust	OPI_T00394	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Agreement Dated 07/29/2021	\$0.00
	GPT Properties Trust	OPI_T00395	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Exhibit C - Declaration by LL and T (WS) Dated 11/22/2021	\$0.00
Global Power Group, Inc.	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00191	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00192	Vendor Agreements	Generator Service Maintenance Agreement Dated 06/01/2025	\$0.00
Global Water Technology, Inc	OPI WF Owner LLC	OPI_V00568	Vendor Agreements	Service Agreement Dated 01/08/2025	\$0.00
Goel & Anderson, LLC	FP 1775 Wiehle Avenue, LLC	OPI_T01235	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Lease Agreement Dated 04/27/2022	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01236	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - First Amendment to Lease Dated 04/18/2023	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01237	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Declaration by LL and T (WS) Dated 04/25/2023	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01238	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Declaration by LL and T Dated 10/17/2023	\$0.00
Gonzalez, Quintana & Hunter, LLC	GPT Properties Trust	OPI_T00243	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement (WS) Dated 07/30/2015	\$0.00
	GPT Properties Trust	OPI_T00244	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease (WS) Dated 11/17/2015	\$0.00
	GPT Properties Trust	OPI_T00245	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T (WS) Dated 01/13/2016	\$0.00
	GPT Properties Trust	OPI_T00246	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Lease Dated 12/15/2016	\$0.00
	GPT Properties Trust	OPI_T00247	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T (WS) Dated 04/23/2017	\$0.00
	GPT Properties Trust	OPI_T00248	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Secretary of State Amendment to Articles of Organization Dated 12/28/2017	\$0.00
Google LLC	OPI WF Owner LLC	OPI_T02364	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Memorandum of Lease Dated 06/14/2013	\$0.00
	OPI WF Owner LLC	OPI_T02365	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - First Amendment to Lease Dated 09/16/2013	\$0.00
	OPI WF Owner LLC	OPI_T02366	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Second Amendment to Lease Dated 12/17/2013	\$0.00
	OPI WF Owner LLC	OPI_T02367	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Amendment to Memorandum of Lease Dated 05/06/2014	\$0.00
	OPI WF Owner LLC	OPI_T02368	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Third Amendment to Lease Dated 05/06/2014	\$0.00
	OPI WF Owner LLC	OPI_T02369	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Fourth Amendment to Lease Dated 10/21/2014	\$0.00
	OPI WF Owner LLC	OPI_T02370	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Fifth Amendment to Lease Dated 01/15/2015	\$0.00
	OPI WF Owner LLC	OPI_T02371	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Commencement Date Certificate Dated 01/26/2016	\$0.00
	OPI WF Owner LLC	OPI_T02372	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Seventh Amendment to Lease Dated 01/31/2018	\$0.00
	OPI WF Owner LLC	OPI_T02373	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Commencement Date Certificate Dated 08/19/2019	\$0.00
	OPI WF Owner LLC	OPI_T02374	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 01/11/2023	\$0.00
	OPI WF Owner LLC	OPI_T02375	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Lease Agreement Dated 06/14/2013	\$0.00
	OPI WF Owner LLC	OPI_T02376	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Sixth Amendment to Lease Dated 01/28/2016	\$0.00
	OPI WF Owner LLC	OPI_T02377	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Eighth Amendment to Lease Dated 04/27/2018	\$0.00
Got Power, Inc. dba California Diesel and Power, dba CD & Power	OPI BND Properties LLC	OPI_V00193	Vendor Agreements	Service Agreement Dated 10/01/2024	\$0.00
	GPT Properties Trust	OPI_V00194	Vendor Agreements	Service Agreement Dated 06/01/2024	\$0.00
Grace Outdoor Advertising, LLC	OPI WF Owner LLC	OPI_T00602	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Right of Entry Agreement (WS) Dated 08/27/2012	\$0.00
	GPT Properties LLC	OPI_T00603	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Right of Entry Agreement (WS) Dated 05/02/2018	\$0.00
	OPI WF Owner LLC	OPI_T00604	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Right of Entry Agreement Dated 08/12/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Granite Telecommunications, LLC	Office Properties Income Trust	OPI_V00665	Vendor Agreements	Master Services Agreement	\$0.00
Great Plains Communications LLC	SIR Omaha LLC	OPI_T02048	Tenant Agreements	18020 Burt Street, Omaha, NE 68022 - Right of Entry Agreement Dated 11/16/2023	\$0.00
	SIR Omaha LLC	OPI_T02049	Tenant Agreements	18020 Burt Street, Omaha, NE 68022 - Right of Entry Agreement Dated 05/22/2025	\$0.00
GreatScapes & More, Inc.	GPT Properties Trust	OPI_V00195	Vendor Agreements	Service Order Dated 01/01/2024	\$0.00
Green Clean Rise Inc.	OPI WF Owner LLC	OPI_V00196	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Green Team Plumbing LLC dba Green Team Building Services	OPI BND Properties LLC	OPI_V00197	Vendor Agreements	Service Order Dated 03/27/2025	\$0.00
Greene Legal Group, LLC	OPI WF Owner LLC	OPI_T00605	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 01/02/2011	\$0.00
	OPI WF Owner LLC	OPI_T00606	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Supplemental Notice Dated 03/23/2011	\$0.00
	GPT Properties LLC	OPI_T00607	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease (WS) Dated 01/20/2016	\$0.00
	GPT Properties LLC	OPI_T00608	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Lease Dated 08/19/2017	\$0.00
	GPT Properties LLC	OPI_T00609	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Third Amendment to Lease Dated 09/22/2022	\$0.00
Greenman-Pedersen, Inc.	FP Redland Technology Center LLC	OPI_T01486	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Office Lease Agreement (WS) Dated 12/30/2011	\$0.00
	FP Redland Technology Center LLC	OPI_T01487	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - First Amendment to Lease Dated 11/06/2019	\$0.00
	FP Redland Technology Center LLC	OPI_T01488	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 05/13/2020	\$0.00
Gresham Smith	GPT Properties LLC	OPI_T00610	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement (WS) Dated 05/17/2016	\$0.00
	GPT Properties LLC	OPI_T00611	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 12/15/2016	\$0.00
	OPI WF Owner LLC	OPI_T00612	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Dated 10/02/2017	\$0.00
	GPT Properties LLC	OPI_T00613	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Name Change Letter Dated 10/01/2018	\$0.00
	GPT Properties LLC	OPI_T00614	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Lease Dated 12/03/2020	\$0.00
	GPT Properties LLC	OPI_T00615	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Third Amendment to Lease Dated 05/03/2021	\$0.00
	GPT Properties LLC	OPI_T00616	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Fourth Amendment to Lease Dated 01/07/2022	\$0.00
	GPT Properties LLC	OPI_T00617	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Declaration by LL and T Dated 06/24/2024	\$0.00
Grey Matters Defense Solutions, LLC	SIR Centennial LLC	OPI_T01989	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Lease Agreement Dated 06/06/2022	\$0.00
	SIR Centennial LLC	OPI_T01990	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Letter Dated 09/14/2022	\$0.00
	SIR Centennial LLC	OPI_T01991	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Consent to Occupancy Agreement Dated 07/11/2024	\$0.00
	SIR Centennial LLC	OPI_T01992	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Consent to Occupancy Agreement Dated 09/24/2025	\$0.00
	SIR Centennial LLC	OPI_T01993	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Form of Consent to Occupancy Agreement Dated 09/25/2025	\$0.00
Groundswell Public Strategies, Inc.	FP 1401 K, LLC	OPI_T01143	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement (WS) Dated 01/23/2018	\$0.00
	FP 1401 K, LLC	OPI_T01144	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Dated 09/13/2019	\$0.00
GSA- Bureau of Safety & Environmental Enforcement (GS-11P-LVA12611)	FP Atlantic Corporate Park, LLC	OPI_T01260	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Standard Lease No GS-11P-LVA12611 (WS) Dated 03/31/2014	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01261	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 1 (WS) Dated 08/27/2015	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01262	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 2	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01263	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 3	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01264	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 4 (WS) Dated 12/19/2016	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01265	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Solicitation Contract Order for Commercial Items No 0040342223 Dated 09/20/2017	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
GSA- Bureau of Safety & Environmental Enforcement (GS-11P-LVA12611)	FP Atlantic Corporate Park, LLC	OPI_T01266	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Letter Notification Dated 09/24/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01267	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Order for Supplies and Services Order No 140E0118P0020 Dated 09/26/2018	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01268	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Operating and Escalation Letter Dated 05/05/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01269	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Letter Dated 08/19/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01270	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Order for Supplies and Services No 140E0119P0015 Dated 08/19/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01271	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment of Solicitation Modification of Contract No P00001 (WS) Dated 09/13/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01272	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Email Dated 04/16/2020	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01273	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Email Dated 07/09/2020	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01274	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Letter Notification Dated 08/04/2020	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01275	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Order for Supplies and Services No 140E0120P0019 Dated 08/10/2020	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01276	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment of Solicitation-Modification of Contract No P00001 (WS) Dated 09/15/2020	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01277	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment of Solicitation Modification of Contract No P00002 (WS) Dated 09/15/2020	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01278	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Unilateral COVID-19 Cleaning Notice Dated 03/25/2021	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01279	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment of Solicitation Modification of Contract No P00002 (WS) Dated 04/01/2021	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01280	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 5 Dated 05/18/2021	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01281	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Operating and Escalation Letter Dated 05/20/2022	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01282	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Order for Supplies and Services No 140E122P0003 Dated 12/20/2021	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01283	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment to Solicitation Modification of Contract No P00002 Dated 11/16/2022	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01284	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment of Solicitation Modification of Contract No P00002 Dated 03/01/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01285	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Operating and Escalation Letter Dated 09/14/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01286	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Letter Dated 11/28/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01287	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Amendment of Solicitation and Modification of Contract No P00003 Dated 12/04/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01288	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No UWT Dated 05/05/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01289	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 6 Dated 05/22/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01290	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Letter Dated 06/27/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01291	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Lease Amendment No 7 Dated 04/02/2025	\$0.00
Guaranteed Rate, Inc.	FP Patuxent Parkway, LLC	OPI_T01397	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 12/07/2021	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01398	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Agreement Dated 06/21/2023	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01400	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease (WS) Dated 08/07/2025	\$0.00
Guardian Glass, LLC	SIR Properties Trust; SIR Properties Trust	OPI_T01833	Tenant Agreements	3550 Green Court, Ann Arbor, MI 48105 - Consent to Sublease Agreement Dated 03/10/2019	\$0.00
	SIR Properties Trust; SIR Properties Trust	OPI_T01834	Tenant Agreements	3550 Green Court, Ann Arbor, MI 48105 - Sublease Agreement Dated 01/07/2019	\$0.00
	SIR Properties Trust; SIR Properties Trust	OPI_T01835	Tenant Agreements	3550 Green Court, Ann Arbor, MI 48105 - Consent to Termination of Sublease Dated 03/04/2021	\$0.00
Hand Held Products, Inc.	SIR Fort Mill LLC	OPI_T02057	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Lease Agreement Dated 05/30/2006	\$0.00
	SIR Fort Mill LLC	OPI_T02058	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Fee Agreement Dated 02/05/2007	\$0.00
	SIR Fort Mill LLC	OPI_T02059	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Assignment and Assumption of Lease Dated 03/21/2007	\$0.00
	SIR Fort Mill LLC	OPI_T02060	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Rent Commencement Letter Dated 03/27/2007	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Hand Held Products, Inc.	SIR Fort Mill LLC	OPI_T02061	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Indemnification Agreement Dated 04/21/2012	\$0.00
	SIR Fort Mill LLC	OPI_T02062	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Exercise of Expansion Option Agreement Dated 04/21/2012	\$0.00
	SIR Fort Mill LLC	OPI_T02063	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Escrow Agreement Dated 07/24/2012	\$0.00
	SIR Fort Mill LLC	OPI_T02064	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Letter Agreement Dated 09/25/2012	\$0.00
	SIR Fort Mill LLC	OPI_T02065	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Corporate Guarantee Dated November 2012	\$0.00
	SIR Fort Mill LLC	OPI_T02066	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - First Amendment to Lease Dated 11/30/2012	\$0.00
	SIR Fort Mill LLC	OPI_T02067	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Assignment and Assumption of Lease and Guaranty Dated 11/30/2012	\$0.00
	SIR Fort Mill LLC	OPI_T02068	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Letter Dated 11/27/2018	\$0.00
	SIR Fort Mill LLC	OPI_T02070	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Second Amendment to Lease Agreement (WS) Dated 04/04/2022	\$0.00
	SIR Fort Mill LLC	OPI_T02071	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Email Dated 04/19/2023	\$0.00
Hartford Fire Insurance Company	OPI BND Properties LLC	OPI_T01845	Tenant Agreements	3600 Wiseman Boulevard, San Antonio, TX 78251 - Amended and Restated Lease Dated 02/15/2011	\$0.00
	OPI BND Properties LLC	OPI_T01846	Tenant Agreements	3600 Wiseman Boulevard, San Antonio, TX 78251 - Letter Dated 07/31/2012	\$0.00
	OPI BND Properties LLC	OPI_T01847	Tenant Agreements	3600 Wiseman Boulevard, San Antonio, TX 78251 - Commencement Date Agreement and First Amendment to Lease Dated 03/13/2013	\$0.00
	SIR Properties Trust	OPI_T01848	Tenant Agreements	3600 Wiseman Boulevard, San Antonio, TX 78251 - Letter Dated 11/16/2015	\$0.00
	SIR Properties Trust	OPI_T01849	Tenant Agreements	3600 Wiseman Boulevard, San Antonio, TX 78251 - Second Amendment to Lease (WS) Dated 02/26/2019	\$0.00
	SIR Properties Trust	OPI_T01850	Tenant Agreements	3600 Wiseman Boulevard, San Antonio, TX 78251 - Third Amendment to Lease Dated 10/30/2023	\$0.00
	SIR Properties REIT LLC	OPI_T01867	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 04/27/2023	\$0.00
	OPI Notex Properties LLC	OPI_T01868	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 01/16/2024	\$0.00
	OPI Notex Properties LLC	OPI_T01869	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Agreement Dated 08/08/2024	\$0.00
	OPI Notex Properties LLC	OPI_T01870	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Notice of Default Dated 12/30/2024	\$0.00
	SIR Properties REIT LLC	OPI_T01871	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Declaration by LL and T Dated 10/07/2025	\$0.00
Harvard Maintenance, Inc	OPI WF Owner LLC	OPI_V00203	Vendor Agreements	Service Agreement Dated 02/01/2025	\$0.00
HD Supply Facilities Maintenance, Ltd.	SIR REIT New Braunfels LLC	OPI_T02090	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Lease Agreement Dated 11/15/2004	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02091	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Memorandum of Lease Dated 11/15/2004	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02092	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - First Amendment to Office Lease Dated 08/31/2005	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02093	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Assignment and Assumption of Lease Dated 01/01/2007	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02094	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Letter Dated 05/02/2007	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02095	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Second Amendment to Lease Dated 08/25/2011	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02096	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Assignment and Assumption of Lease Dated 05/21/2013	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02097	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Letter Dated 12/01/2014	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02098	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Letter Dated 07/21/2015	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02099	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Letter Agreement Dated 07/09/2019	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02100	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Letter Agreement Dated 07/28/2020	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02101	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Letter Agreement (WS) Dated 06/10/2021	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02102	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Third Amendment to Lease Agreement Dated 04/04/2025	\$0.00
Health Net of California, Inc.	GPT Properties Trust	OPI_T00212	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement (WS) Dated 04/21/2021	\$0.00
	GPT Properties Trust	OPI_T00213	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T (WS) Dated 10/18/2021	\$0.00
	GPT Properties Trust	OPI_T00214	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Agreement Dated 11/08/2021	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Health Net of California, Inc.	GPT Properties Trust	OPI_T00215	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease (WS) Dated 10/10/2025	\$0.00
Heartline Fitness Products, Inc. d/b/a Heartline Fitness Systems	FP Atlantic Corporate Park, LLC	OPI_V00205	Vendor Agreements	Service Agreement Dated 06/01/2022	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_V00206	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Hinson Electrical Contractors of Kannapolis, Inc.	OPI WF Owner LLC	OPI_V00207	Vendor Agreements	Service Order Dated 02/01/2024	\$0.00
Hiram Designs Inc.	OPI BND Properties LLC	OPI_V00208	Vendor Agreements	Service Order Dated 04/09/2025	\$0.00
Honeywell International Inc.	SIR Fort Mill LLC	OPI_T02069	Tenant Agreements	9680 Old Bailes Road, Fort Mill, SC 29707 - Letter Dated 11/13/2019	\$0.00
	GPT Properties Trust	OPI_T01619	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Lease Agreement (WS) Dated 03/04/2003	\$0.00
	GPT Properties Trust	OPI_T01620	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Officer's Certificate Dated 05/05/2005	\$0.00
	GPT Properties Trust	OPI_T01621	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - First Amendment to Lease (WS) Dated 11/15/2006	\$0.00
	GPT Properties Trust	OPI_T01622	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Second Amendment to Lease (WS) Dated 01/18/2007	\$0.00
	GPT Properties Trust	OPI_T01623	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Confirmation of Expansion Date (WS) Dated 07/12/2007	\$0.00
Horizon Government Affairs, LLC	440 First Street LLC	OPI_T01060	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Lease Agreement for Office Space (WS) Dated 01/05/2017	\$0.00
Horizon Lighting, Inc.	SIR Campbell Place Inc.	OPI_V00209	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00210	Vendor Agreements	Service Agreement Dated 08/01/2024	\$0.00
Houlihan Lokey	Office Properties Income Trust	OPI_P00003	Vendor Agreements	Letter Agreement Dated 6/1/25	\$0.00
Hunton Andrews Kurth LLP	Office Properties Income Trust	OPI_P00009	Vendor Agreements	Engagement Letter Dated 9/29/25	\$0.00
Hutzel & Associates, Inc.	GPT Properties Trust; OPI BND Properties LLC; SIR Properties Trust	OPI_V00211	Vendor Agreements	Professional Services Agreement Dated 09/15/2024	\$0.00
I2C INC.	SIR Redwood City LP	OPI_T01951	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Lease Agreement Dated 09/08/2025	\$0.00
ICF Consulting Group, Inc.	FP Redland Technology Center LLC	OPI_T01489	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Office Lease Agreement (WS) Dated 04/08/2011	\$0.00
	FP Redland Technology Center LLC	OPI_T01490	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Irrevocable Transferrable Standby Letter of Credit No. S908130 Dated 04/25/2011	\$0.00
	FP Redland Technology Center LLC	OPI_T01491	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Declaration by LL and T (WS) Dated 04/19/2012	\$0.00
	FP Redland Technology Center LLC	OPI_T01492	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - First Amendment to Lease (WS) Dated 06/19/2013	\$0.00
	FP Redland Technology Center LLC	OPI_T01493	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Declaration of Expansion Premises Commencement (WS) Dated 02/10/2014	\$0.00
	FP Redland Technology Center LLC	OPI_T01495	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 05/02/2019	\$0.00
	FP Redland Technology Center LLC	OPI_T01496	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 01/24/2020	\$0.00
	FP Redland Technology Center LLC	OPI_T01497	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Second Amendment to Office Lease Dated 03/01/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01498	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 05/24/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01499	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 04/10/2024	\$0.00
	FP Redland Technology Center LLC	OPI_T01500	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 07/15/2024	\$0.00
	FP Redland Technology Center LLC	OPI_T01501	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 01/18/2025	\$0.00
	FP Redland Technology Center LLC	OPI_T01502	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Agreement Dated 09/23/2025	\$0.00
	FP Redland Technology Center LLC	OPI_T01503	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 03/16/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01504	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Consent to Sublease Agreement Dated 04/28/2025	\$0.00
Illinois Performance Excellence	OPI Notex Properties LLC	OPI_T01921	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Office Lease Dated 11/20/2013	\$0.00
	OPI WF Owner LLC	OPI_T00950	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Sixth Amendment to Office Lease Dated 03/02/2025	\$0.00
Infinera Optical Holding, Inc.	OPI Notex Properties LLC	OPI_T01872	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 04/01/2014	\$0.00
	SIR Properties REIT LLC	OPI_T01873	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Guaranty Dated April 2014	\$0.00
	SIR Properties REIT LLC	OPI_T01875	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Agreement Dated April 2014	\$0.00
	SIR Properties REIT LLC; SIR Properties REIT LLC	OPI_T01876	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Sublease and Recognition and Attornment Agreement (WS) Dated 08/15/2014	\$0.00
	OPI Notex Properties LLC	OPI_T01877	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 03/02/2015	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Infinera Optical Holding, Inc.	SIR Properties REIT LLC	OPI_T01878	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Sublease Agreement (WS) Dated 12/07/2015	\$0.00
	SIR Properties REIT LLC	OPI_T01879	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Sublease Agreement (WS) Dated 12/16/2015	\$0.00
	OPI Notex Properties LLC	OPI_T01880	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 09/25/2017	\$0.00
	SIR Properties REIT LLC	OPI_T01881	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Acquisition of Membership Interests (WS) Dated 03/09/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01883	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Agreement to Amend Lease Dated 07/17/2018	\$0.00
	SIR Properties REIT LLC	OPI_T01884	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Scheduled Sale Date Notice Dated 08/27/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01885	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Amendment to Lease and Release Agreement Dated 10/01/2018	\$0.00
	SIR Properties REIT LLC	OPI_T01886	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Guaranty Dated 10/01/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01888	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Assignment and Assumption of License Agreement Dated 10/01/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01890	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Assignment and Assumption of Lease Dated 10/01/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01891	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Assignment and Assumption of License Dated 10/01/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01893	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Assignment and Assumption of Sublease Dated 10/01/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01900	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Certificate of Amendment Dated 06/02/2020	\$0.00
	OPI Notex Properties LLC	OPI_T01901	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Office Lease Dated 10/21/2005	\$0.00
	OPI Notex Properties LLC	OPI_T01902	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 08/24/2007	\$0.00
	OPI Notex Properties LLC	OPI_T01903	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to License Dated 09/25/2007	\$0.00
	OPI Notex Properties LLC	OPI_T01907	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to License Dated 07/30/2010	\$0.00
	OPI Notex Properties LLC	OPI_T01910	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to License Dated 05/31/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01911	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to License Dated 09/07/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01912	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Alterations Dated 09/07/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01919	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 09/01/2013	\$0.00
	OPI Notex Properties LLC	OPI_T01920	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Termination of Lease Dated 08/01/2018	\$0.00
Insight Global, LLC	Twelve24 Atlanta LLC	OPI_T02423	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Lease Guaranty Dated 01/04/2018	\$0.00
	Twelve24 Atlanta LLC	OPI_T02424	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Irrevocable Standby LOC No TS-07010688 Dated 02/09/2018	\$0.00
	Twelve24 Atlanta LLC	OPI_T02425	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - First Amendment to Lease Agreement Dated 10/05/2018	\$0.00
	Twelve24 Atlanta LLC	OPI_T02426	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Second Amendment to Lease Agreement Dated 06/03/2019	\$0.00
	Twelve24 Atlanta LLC	OPI_T02427	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Notice for Right of First Refusal Dated 05/21/2020	\$0.00
	Twelve24 Atlanta LLC	OPI_T02428	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Notice for Right of First Refusal Dated 09/02/2020	\$0.00
	Twelve24 Atlanta LLC	OPI_T02429	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Third Amendment to Lease Agreement Dated 10/02/2020	\$0.00
	Twelve24 Atlanta LLC	OPI_T02430	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Confirmation of Lease Terms and Dates Dated 02/16/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02431	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Amendment to Irrevocable Standby LOC No TS-07010688 Dated 03/10/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02432	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Letter to Irrevocable Standby LOC No. TS-07010688 Dated 07/01/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02433	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Irrevocable Standby Letter of Credit No NUSCGS040245 Dated 10/22/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02434	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Amendment No 1 to Irrevocable Standby Letter of Credit No NUSCGS040245 Dated 11/01/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02435	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Fifth Amendment to Lease Dated 01/10/2023	\$0.00
	Twelve24 Atlanta LLC	OPI_T02436	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Sixth Amendment to Lease Dated 04/03/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Insight Global, LLC	Twelve24 Atlanta LLC	OPI_T02437	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Letter Agreement Dated 11/29/2023	\$0.00
	Twelve24 Atlanta LLC	OPI_T02438	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Seventh Amendment to Lease Dated 08/19/2024	\$0.00
	Twelve24 Atlanta LLC	OPI_T02439	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Eighth Amendment to Lease Dated 10/30/2025	\$0.00
	Twelve24 Atlanta LLC	OPI_T02440	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Office Lease Agreement Dated 01/05/2018	\$0.00
	Twelve24 Atlanta LLC	OPI_T02441	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Fourth Amendment to Lease Dated 06/07/2022	\$0.00
	Twelve24 Atlanta LLC	OPI_T02442	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Lease of Storage Space Dated 08/26/2023	\$0.00
Integrity Facility Solutions, Inc.	OPI WF Owner LLC; SIR REIT Plano LLC	OPI_V00570	Vendor Agreements	Agreement	\$0.00
Interactive Building Solutions, LLC	OPI Notex Properties LLC	OPI_V00213	Vendor Agreements	Building Automation System Service Agreement Dated 09/01/2025	\$0.00
Interactive Touchscreen Solutions, Inc.	FP Atlantic Corporate Park, LLC; 440 First Street LLC; FP Redland Technology Center LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; FP 1401 K, LLC; FP 1211 Connecticut Avenue, LLC; FP 1775 Wiehle Avenue, LLC; FP Patuxent Parkway, LLC; OPI 25 Exchange LLC; FP 840 First Street, LLC; Elliott Ave Seattle LLC	OPI_V00653	Vendor Agreements	Service Order Dated 6/12/25	\$0.00
Interior Landscapes, LLC	OPI WF Owner LLC	OPI_V00572	Vendor Agreements	Service Order; Agreement Dated 09/12/2023	\$0.00
	OPI WF Owner LLC	OPI_V00214	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Interior Systems, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01315	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease Dated 05/20/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01316	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration by LL and T(WS) Dated 06/29/2023	\$0.00
Irma Espinoza dba White Glove Janitorial	GPT Properties Trust	OPI_V00215	Vendor Agreements	Service Agreement Dated 10/01/2024	\$0.00
Iron Hill Brewery of Perimeter, LLC	Twelve24 Atlanta LLC	OPI_T02448	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Third Amendment to Lease Dated 03/12/2023	\$0.00
	Twelve24 Atlanta LLC	OPI_T02449	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Fourth Amendment to Lease Dated 05/06/2024	\$0.00
	Twelve24 Atlanta LLC	OPI_T02450	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Notice of Default Dated 08/07/2025	\$0.00
Issue One	FP 1401 K, LLC	OPI_T01145	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Office Space Dated 11/24/2015	\$0.00
	FP 1401 K, LLC	OPI_T01146	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Dated 03/29/2022	\$0.00
J M Service Company, LLC	OPI 25 Exchange LLC	OPI_V00216	Vendor Agreements	Service Order Dated 06/01/2025	\$0.00
	OPI 25 Exchange LLC	OPI_V00573	Vendor Agreements	Service Order Dated 06/28/2025	\$0.00
J. Frank Associates, LLC	Office Properties Income Trust	OPI_P00004	Vendor Agreements	Agreement Dated 9/22/25	\$0.00
James and Susan Inc.	GPT Properties Trust	OPI_T00453	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Agreement (WS) Dated 09/17/1990	\$0.00
	GPT Properties Trust	OPI_T00454	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Assignment and Assumption of Lease (WS) Dated 03/21/1991	\$0.00
	GPT Properties Trust	OPI_T00455	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Letter Dated 09/28/1995	\$0.00
	GPT Properties Trust	OPI_T00456	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - First Amendment to Lease (WS) Dated 06/30/2000	\$0.00
	GPT Properties Trust	OPI_T00457	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Letter Dated 08/24/2000	\$0.00
	GPT Properties Trust	OPI_T00458	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Consent to Assignment of Lease (WS) Dated 06/29/2001	\$0.00
	GPT Properties Trust	OPI_T00459	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Guaranty (WS) Dated 06/29/2001	\$0.00
	GPT Properties Trust	OPI_T00460	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Notice of Default Dated 09/06/2006	\$0.00
	GPT Properties Trust	OPI_T00461	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Notice of Default Dated 10/10/2006	\$0.00
	GPT Properties Trust	OPI_T00462	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Second Amendment to Lease (WS) Dated 08/17/2009	\$0.00
	GPT Properties Trust	OPI_T00463	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Third Amendment to Lease (WS) Dated 07/27/2015	\$0.00
	GPT Properties Trust	OPI_T00464	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Guaranty (WS) Dated 01/06/2017	\$0.00
	GPT Properties Trust	OPI_T00465	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Consent to Assignment and Assumption of Lease (WS) Dated 01/13/2017	\$0.00
	GPT Properties Trust	OPI_T00466	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Fourth Amendment to Lease (WS) Dated 01/13/2017	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
James and Susan Inc.	GPT Properties Trust	OPI_T00467	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Fifth Amendment to Lease Dated 04/17/2020	\$0.00
	GPT Properties Trust	OPI_T00468	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Sixth Amendment to Lease Dated 07/07/2020	\$0.00
	GPT Properties Trust	OPI_T00469	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Seventh Amendment to Lease Dated 08/24/2020	\$0.00
	GPT Properties Trust	OPI_T00470	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Eighth Amendment to Lease Dated 01/04/2021	\$0.00
	GPT Properties Trust	OPI_T00471	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Ninth Amendment to Lease Dated 12/17/2021	\$0.00
James Lawrence & Associates LLC	GPT Properties Trust; SIR Properties Trust	OPI_V00574	Vendor Agreements	Elevator Maintenance Service Order #25-19 Dated 02/18/2025	\$0.00
	Elliott Ave Seattle LLC	OPI_T02460	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Lease of Bicycle Parking Space Dated 04/08/2025	\$0.00
James River Grounds Management, LLC	GPT Properties Trust; SIR Properties Trust	OPI_V00575	Vendor Agreements	Service Order Dated 12/30/2024	\$0.00
	GPT Properties Trust	OPI_V00576	Vendor Agreements	Service Agreement Dated 06/28/2024	\$0.00
	SIR Properties Trust	OPI_V00577	Vendor Agreements	Service Agreement Dated 06/27/2024	\$0.00
JAMES VITO INC & STALLION LLC ATIMA	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00579	Vendor Agreements	Service Order Dated 02/24/2025	\$0.00
Janitech Services, LLC	OPI BND Properties LLC	OPI_V00223	Vendor Agreements	Service Agreement Dated 02/01/2025	\$0.00
JAS Forwarding	FP Atlantic Corporate Park, LLC	OPI_T01317	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease Dated 09/03/2025	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01318	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration by LL and T (WS) Dated 09/30/2025	\$0.00
Jazwares, LLC	GPT Properties Trust	OPI_T00551	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Lease Agreement Dated 09/21/2021	\$0.00
	GPT Properties Trust	OPI_T00552	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Amended and Restated Lease Dated 01/27/2022	\$0.00
	GPT Properties Trust	OPI_T00553	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Letter (WS) Dated 01/26/2023	\$0.00
	GPT Properties Trust	OPI_T00554	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Letter Dated 02/08/2023	\$0.00
	GPT Properties Trust	OPI_T00555	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Letter Agreement Dated 02/22/2023	\$0.00
	OPI BND Properties LLC	OPI_T00556	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - First Amendment to Lease Dated 05/10/2024	\$0.00
	OPI BND Properties LLC	OPI_T00557	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Notice of Default Dated 09/09/2024	\$0.00
	OPI BND Properties LLC	OPI_T00558	Tenant Agreements	7850 Southwest 6th Court, Plantation, FL 33324 - Second Amendment to Lease Dated 05/30/2025	\$0.00
JDS & WMK, Inc. dba Overhead Door Company of the Northland	OPI Notex Properties LLC	OPI_V00580	Vendor Agreements	Service Order for Planned Maintenance of Sectional Doors Dated 12/03/2024	\$0.00
JE Richards	FP 1775 Wiehle Avenue, LLC	OPI_V00581	Vendor Agreements	Service Order Dated 03/14/2024	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_V00224	Vendor Agreements	Generator preventative maintenance contract Dated 01/01/2024	\$0.00
	GPT Properties LLC	OPI_T02328	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Standard Form Apartment Lease (Fixed Term) Dated 03/26/2021	\$0.00
	GPT Properties LLC	OPI_T02329	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 03/29/2022	\$0.00
	GPT Properties LLC	OPI_T02330	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 01/25/2023	\$0.00
	GPT Properties LLC	OPI_T02331	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 12/12/2023	\$0.00
	GPT Properties LLC	OPI_T02332	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Letter Agreement Dated 02/21/2025	\$0.00
Jensen Landscape Services LLC dba The Growing Company	OPI BND Properties LLC; SIR Properties REIT LLC	OPI_V00225	Vendor Agreements	Service Agreement Dated 03/01/2025	\$0.00
Jeredith Brands, LLC dba City Wide Facility Solutions	Burt Street Omaha LLC	OPI_V00571	Vendor Agreements	Agreement	\$0.00
JL Holdings LLC	OPI BND Properties LLC	OPI_V00227	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
	OPI BND Properties LLC	OPI_V00228	Vendor Agreements	Service Agreement Dated 12/01/2024	\$0.00
Joffie Contracting Services, Inc.	OPI WF Owner LLC	OPI_V00230	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
	GPT Properties Trust	OPI_T00216	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Office Lease Agreement Dated 04/28/2000	\$0.00
	GPT Properties Trust	OPI_T00217	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Assignment, Assumption and First Amendment to Office Lease Agrmt Dated 08/22/2005	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
	GPT Properties Trust	OPI_T00218	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Office Lease Agreement Dated 06/10/2008	\$0.00
	GPT Properties Trust	OPI_T00219	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Amendment to Office Lease Agreement (WS) Dated 12/10/2012	\$0.00
	GPT Properties Trust	OPI_T00220	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Amendment to Office Lease Agreement (WS) Dated 09/21/2015	\$0.00
	GPT Properties Trust	OPI_T00221	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Exhibit C - Declaration by LL and T (WS) Dated 07/27/2016	\$0.00
	GPT Properties Trust	OPI_T00222	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Statement of No Change Dated 01/31/2019	\$0.00
	GPT Properties Trust	OPI_T00223	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fifth Amendment to Office Lease Agreement Dated 05/25/2023	\$0.00
	GPT Properties Trust	OPI_T00224	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Sixth Amendment to Office Lease Agreement Dated 10/10/2023	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00994	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Office Lease Agreement (WS) Dated 07/08/1992	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00995	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Lease Amendment (WS) Dated 07/01/1997	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00996	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Second Lease Amendment Dated 02/11/2002	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00997	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Third Lease Amendment (WS) Dated 05/31/2006	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00998	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Fourth Lease Amendment (WS) Dated 08/29/2011	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T00999	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Fifth Amendment to Office Lease (WS) Dated 08/01/2016	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01000	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Sixth Amendment to Office Lease Dated 07/31/2022	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01001	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Seventh Amendment to Office Lease Dated 02/23/2024	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01002	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Eighth Amendment to Office Lease (WS) Dated 03/05/2025	\$0.00
John Koon Construction LLC	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00582	Vendor Agreements	Service Order Dated 02/25/2025	\$0.00
John's Sewer & Pipe Cleaning, Inc.	GPT Properties LLC; GPT Properties Trust; OPI 25 Exchange LLC; OPI Notex Properties LLC; SIR Properties REIT LLC	OPI_V00231	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
	Government Properties Income Trust LLC	OPI_V00232	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
Johnson Controls Inc.	OPI WF Owner LLC	OPI_V00233	Vendor Agreements	Service Agreement Dated 07/01/2023	\$0.00
	OPI WF Owner LLC	OPI_V00234	Vendor Agreements	COMMERCIAL SALES Proposal/Agreement Dated 03/12/2024	\$0.00
Jones Lang LaSalle Brokerage, Inc.	Office Properties Income Trust	OPI_V00235	Vendor Agreements	First Amendment To BROKERAGE Agreement Dated 08/15/2021	\$0.00
	Office Properties Income Trust	OPI_V00236	Vendor Agreements	BROKERAGE Agreement Dated 07/16/2019	\$0.00
Kastle Systems LLC	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC	OPI_V00238	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
	440 First Street LLC; FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; FP 540 Gaither, LLC; FP 1401 K, LLC; FP 6315 Hillside Center, LLC; FP 1211 Connecticut Avenue, LLC; FP Patuxent Parkway, LLC; OPI 25 Exchange LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC	OPI_V00239	Vendor Agreements	Master Service Agreement Dated 04/01/2025	\$0.00
Katz Banks Kumin LLP	FP 11 Dupont Circle, LLC	OPI_T01214	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Deed of Lease Dated 12/23/2021	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01215	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Dated 08/31/2022	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01216	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement Dated 06/26/2023	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01217	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement Dated 11/14/2023	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01218	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - First Amendment to Lease Dated 01/18/2024	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01220	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Declaration by LL and T Dated 02/13/2025	\$0.00
KGS Buildings, Inc., dba Clockworks Analytics	Office Properties Income Trust	OPI_V00585	Vendor Agreements	SOFTWARE LICENSE Agreement Dated 10/19/2023	\$0.00
Khloros LLC	OPI Notex Properties LLC	OPI_V00586	Vendor Agreements	Interior Landscaping 2025 - 2028 Agreement Dated 03/05/2025	\$0.00
	OPI WF Owner LLC	OPI_V00587	Vendor Agreements	Planter Display - Annual Contract 2025-2027 Dated 12/06/2024	\$0.00
KONE Americas	OPI WF Owner LLC	OPI_V00589	Vendor Agreements	Elevator And Escalator Maintenance Agreement Dated 01/18/2022	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
KONE Americas	OPI WF Owner LLC	OPI_V00241	Vendor Agreements	Master Vertical Transportation Services Agreement Dated 01/01/2017	\$0.00
	OPI WF Owner LLC	OPI_V00242	Vendor Agreements	First Amendment To Master Vertical Transportation Services Agreement Dated 01/01/2022	\$0.00
Kraft Mechanical L.L.C.	Burt Street Omaha LLC; Government Properties Income Trust LLC	OPI_V00243	Vendor Agreements	Service Agreement Dated 06/01/2023	\$0.00
Kraft Power Corporation, a Massachusetts corporation	GPT Properties Trust; SIR Properties Trust; SIR Westford LLC	OPI_V00244	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
Kroll Restructuring Administration LLC	Office Properties Income Trust	OPI_P00012	Vendor Agreements	Engagement Agreement Dated 9/26/25	\$0.00
KW Efficiency, LLC	Office Properties Income Trust	OPI_V00245	Vendor Agreements	Master Construction Contract Dated 04/23/2018	\$0.00
L3 Technologies, Inc.	SIR Campbell Place Inc.	OPI_T02278	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Assignment and Assumption of Lease Dated 08/25/2023	\$0.00
	SIR Campbell Place Inc.	OPI_T02279	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Consent to Assignment and Assumption of Lease and Third Amendment to Lease Dated 09/13/2023	\$0.00
	OPI BND Properties LLC	OPI_T02280	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Consent to Occupancy Dated 09/13/2023	\$0.00
	OPI BND Properties LLC	OPI_T02281	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Guaranty Dated 09/13/2023	\$0.00
LandCare USA L.L.C.	OPI WF Owner LLC	OPI_V00246	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00247	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
Landscape Concepts Management, Inc.	GPT Properties LLC	OPI_V00248	Vendor Agreements	Service Agreement Dated 04/01/2024	\$0.00
LaSalle Bank Corporation	OPI Notex Properties LLC	OPI_T01904	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Sublease Dated 09/15/2008	\$0.00
	OPI Notex Properties LLC	OPI_T01905	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to License Dated 02/27/2009	\$0.00
Latham & Watkins LLP	Office Properties Income Trust	OPI_P00011	Vendor Agreements	Engagement Letter Dated 3/16/25	\$0.00
Lattice Semiconductor Corporation	SIR San Jose LLC	OPI_T01976	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Standard Business Lease (NET) Dated 01/25/2013	\$0.00
	SIR San Jose LLC	OPI_T01977	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - First Amendment to Lease Dated May 2013	\$0.00
	SIR San Jose LLC	OPI_T01978	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Second Amendment to Lease Dated 10/09/2013	\$0.00
	SIR San Jose LLC	OPI_T01979	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Lease Commencement Date Letter Dated 10/25/2013	\$0.00
	SIR San Jose LLC	OPI_T01980	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Agreement Re Lease Amendment (WS) Dated 10/31/2013	\$0.00
	SIR San Jose LLC	OPI_T01981	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Lease Commencement Date Letter Dated 10/31/2013	\$0.00
	SIR San Jose LLC	OPI_T01982	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Third Amendment to Lease (WS) Dated 11/08/2013	\$0.00
	SIR San Jose LLC	OPI_T01983	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Assignment and Assumption of Lease (WS) Dated 11/08/2013	\$0.00
	SIR San Jose LLC	OPI_T01984	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Letter Agreement (WS) Dated 02/12/2014	\$0.00
	SIR San Jose LLC	OPI_T01985	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Letter (WS) Dated 02/24/2014	\$0.00
	SIR San Jose LLC	OPI_T01986	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Letter Dated 11/05/2014	\$0.00
	SIR San Jose LLC	OPI_T01987	Tenant Agreements	2115 O'Nel Drive, San Jose, CA 95131 - Letter Dated 03/01/2019	\$0.00
Leadiant Biosciences, Inc.	FP Redland Technology Center LLC	OPI_T01506	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 04/26/2023	\$0.00
	FP 540 Gaither, LLC	OPI_T01507	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Agreement (WS) Dated 10/31/2023	\$0.00
Legacy Mechanical Services, Inc.	OPI WF Owner LLC	OPI_V00592	Vendor Agreements	Service Order Dated 03/28/2025	\$0.00
Leidos, Inc.	OPI WF Owner LLC	OPI_T00968	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Sixth Amendment to Deed of Lease Dated 11/19/2014	\$0.00
	OPI WF Owner LLC	OPI_T00969	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Dated 02/23/2015	\$0.00
	OPI WF Owner LLC	OPI_T00970	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Seventh Amendment to Deed of Lease Dated 03/04/2016	\$0.00
	OPI WF Owner LLC	OPI_T00971	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 05/02/2017	\$0.00
	OPI WF Owner LLC	OPI_T00972	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 10/23/2017	\$0.00
	OPI WF Owner LLC	OPI_T00973	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 12/22/2017	\$0.00
	GPT Properties Trust	OPI_T00974	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Eighth Amendment to Deed of Lease Dated 04/13/2018	\$0.00
	OPI WF Owner LLC	OPI_T00975	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 05/11/2018	\$0.00
	GPT Properties Trust	OPI_T00976	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 06/08/2018	\$0.00
	OPI WF Owner LLC	OPI_T00977	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 05/01/2020	\$0.00
	GPT Properties Trust	OPI_T00978	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Dated 10/14/2020	\$0.00
	GPT Properties Trust	OPI_T00979	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Ninth Amendment to Lease (WS) Dated 04/04/2022	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Leidos, Inc.	GPT Properties Trust	OPI_T00980	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Request for Landlord's Consent to Alterations - Build Out - Floor 1 Dated 02/09/2023	\$0.00
	GPT Properties Trust	OPI_T00981	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Request for Landlord's Consent to Alterations - Build Out - Floor 2 and Floor 4 Dated 02/09/2023	\$0.00
	GPT Properties Trust	OPI_T00982	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Dated 04/12/2023	\$0.00
Lenel Systems International Inc.	GPT Properties Trust	OPI_T01624	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Third Amendment to Lease Agreement (WS) Dated 09/24/2008	\$0.00
	SIR Properties Trust	OPI_T01625	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Fourth Amendment to Lease (WS) Dated 08/31/2015	\$0.00
	SIR Properties Trust	OPI_T01626	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Fifth Amendment to Lease Dated 05/14/2022	\$0.00
	SIR Properties Trust	OPI_T01627	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Letter Dated 12/22/2023	\$0.00
Level 3 Communications, LLC	GPT Properties Trust	OPI_T00932	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - Right of Entry Agreement (WS) Dated 08/14/2017	\$0.00
	OPI WF Owner LLC	OPI_T00983	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Building Access and License Agreement Dated 08/31/2016	\$0.00
	440 First Street LLC	OPI_T01061	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Right of Entry Agreement Dated 07/30/2018	\$0.00
	FP 840 First Street, LLC	OPI_T01106	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Right of Entry Agreement Dated 03/07/2019	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01401	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - License Agreement Dated 01/01/2015	\$0.00
	SIR Properties Trust	OPI_T01591	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Right of Entry Agreement (WS) Dated 04/03/2014	\$0.00
	OPI Notex Properties LLC	OPI_T01592	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Certificate of Amendment Dated 02/01/2016	\$0.00
	SIR Properties Trust	OPI_T01593	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - First Amendment to Right of Entry Agreement (WS) Dated 07/19/2018	\$0.00
	SIR Properties Trust	OPI_T01823	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Right of Entry Agreement (WS) Dated 10/29/2015	\$0.00
	SIR Properties Trust	OPI_T01824	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - First Amendment to Right of Entry Agreement Dated 11/30/2023	\$0.00
	SIR Properties Trust	OPI_T02189	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Right of Entry Agreement (WS) Dated 04/10/2018	\$0.00
	SIR Properties Trust	OPI_T02190	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - First Amendment to Right of Entry Agreement Dated 10/27/2023	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01239	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - License Agreement Dated 10/01/2014	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01240	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Certificate of Amendment Dated 02/01/2016	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01241	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Letter Dated 06/25/2024	\$0.00
Lewis-Burke Associates LLC	First Potomac DC Holdings, LLC	OPI_T01062	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease for Office Space (WS) Dated 12/09/2014	\$0.00
	440 First Street LLC	OPI_T01063	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Irrevocable Standby LOC No 2030097-44 Dated 12/11/2014	\$0.00
	440 First Street LLC	OPI_T01064	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Amendment No 1 to Irrevocable Standby LOC No 2030097-44	\$0.00
	440 First Street LLC	OPI_T01065	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Deed of Lease (WS) Dated 09/23/2015	\$0.00
	440 First Street LLC	OPI_T01066	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Amendment No 2 to Irrevocable Standby LOC No 2030097-44 Dated 10/15/2015	\$0.00
	440 First Street LLC	OPI_T01067	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Addendum to Lease (Storage Space) (WS) Dated 04/01/2016	\$0.00
	440 First Street LLC	OPI_T01068	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter of Credit No. 2030097-44 Notice Dated 09/02/2020	\$0.00
	440 First Street LLC	OPI_T01069	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Amendment No. 3 to Irrevocable Standby LOC No. 2030097-44 Dated 12/11/2020	\$0.00
	440 First Street LLC	OPI_T01070	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Second Amendment to Lease Dated 09/23/2022	\$0.00
	440 First Street LLC	OPI_T01071	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Declaration by LL and T (WS) Dated 02/03/2023	\$0.00
	440 First Street LLC	OPI_T01072	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter Dated 03/14/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Lewis-Burke Associates LLC	440 First Street LLC	OPI_T01073	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Amendment No 4 to Irrevocable Standby LOC No 2030097-44 Dated 03/19/2024	\$0.00
Liberty Mutual Insurance Company	OPI Notex Properties LLC	OPI_T01922	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 04/08/2025	\$0.00
Life Safety Systems, Inc.	OPI Notex Properties LLC	OPI_V00593	Vendor Agreements	Service Agreement Dated 02/12/2025	\$0.00
Light Tower Fiber LLC	OPI 25 Exchange LLC	OPI_T00534	Tenant Agreements	25 Newport Avenue Extension, Quincy, MA 02171 - Right of Entry Agreement (WS) Dated 07/19/2013	\$0.00
Lincoln Property Company Commercial LLC	OPI WF Owner LLC	OPI_V00594	Vendor Agreements	Sixth Amendment To Facilities Management Agreement Dated 09/11/2025	\$0.00
Lionheart Critical Power Specialists Inc.	OPI WF Owner LLC	OPI_V00252	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
LiveRamp, Inc.	SIR Redwood City LP	OPI_T01955	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Assignment and Assumption of Lease (WS) Dated 09/10/2013	\$0.00
	SIR Redwood City LP	OPI_T01956	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Sublease Agreement (WS) Dated 10/12/2015	\$0.00
	SIR Redwood City LP	OPI_T01957	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Sublease Agreement and Second Amendment to Lease Dated 07/20/2017	\$0.00
	SIR Redwood City LP	OPI_T01958	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Sublease Dated 07/27/2018	\$0.00
	SIR Redwood City LP	OPI_T01959	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Assign and Assump and Third Amendment Dated 09/24/2018	\$0.00
	SIR Redwood City LP	OPI_T01960	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Sublease Agreement Dated 05/30/2019	\$0.00
	SIR Redwood City LP	OPI_T01961	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Consent to Sublease Amendment and Sub-Sublease Dated 11/07/2020	\$0.00
	SIR Redwood City LP	OPI_T01963	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sublease Agreement (WS) Dated 10/12/2015	\$0.00
	SIR Redwood City LP	OPI_T01964	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Notice of Default Dated 03/28/2018	\$0.00
	SIR Redwood City LP	OPI_T01966	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Letter Dated 04/13/2018	\$0.00
	SIR Redwood City LP	OPI_T01967	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sublease Agreement Dated 05/10/2017	\$0.00
	SIR Redwood City LP	OPI_T01968	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - First Amendment to Sublease Dated 07/30/2020	\$0.00
	SIR Redwood City LP	OPI_T01969	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sub-Sublease Agreement Dated 07/30/2020	\$0.00
	SIR Redwood City LP	OPI_T01970	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sublessor Consent to Sub-Subletting Dated 07/30/2020	\$0.00
	SIR Redwood City LP	OPI_T01973	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sublease Agreement Dated 05/22/2018	\$0.00
	SIR Redwood City LP	OPI_T01974	Tenant Agreements	100 Redwood Shores Parkway, Redwood City, CA 94065 - Sublease Agreement Dated 04/24/2019	\$0.00
Lord Baltimore Uniform Rental (Chesapeake Uniform Rental Inc. dba Lord Baltimore Uniform Rental & Depot)	440 First Street LLC	OPI_V00259	Vendor Agreements	Service Order Dated 04/01/2025	\$0.00
	FP 1401 K, LLC	OPI_V00260	Vendor Agreements	Service Order Dated 04/01/2025	\$0.00
LPC Commercial Services, Inc.	SIR Properties Trust	OPI_V00261	Vendor Agreements	Facilities Management Agreement Dated 11/28/2012	\$0.00
	OPI WF Owner LLC	OPI_V00595	Vendor Agreements	Fifth Amendment To Facilities Management Agreement Dated 11/30/2022	\$0.00
	OPI BND Properties LLC	OPI_V00596	Vendor Agreements	Management Agreement Dated 06/17/2025	\$0.00
LPS Services, Inc.	Twelve24 Atlanta LLC	OPI_V00262	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
	Twelve24 Atlanta LLC	OPI_V00597	Vendor Agreements	Service Agreement Dated 07/03/2023	\$0.00
LSR Refinishing, LLC	OPI WF Owner LLC	OPI_V00263	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
LVC Companies, Inc., dba Low Voltage Contractors	Government Properties Income Trust LLC	OPI_V00264	Vendor Agreements	Service Agreement Dated 06/01/2023	\$0.00
Lyondell Chemical Company	OPI Notex Properties LLC	OPI_T02246	Tenant Agreements	202 North Castlegory Road, Houston, TX 77049 - Lease Agreement Dated 05/26/2015	\$0.00
	OPI Notex Properties LLC	OPI_T02247	Tenant Agreements	202 North Castlegory Road, Houston, TX 77049 - Commencement Letter and Waiver Dated 03/15/2016	\$0.00
	OPI Notex Properties LLC	OPI_T02248	Tenant Agreements	202 North Castlegory Road, Houston, TX 77049 - Letter Dated 05/06/2024	\$0.00
	SIR Properties Trust	OPI_T02249	Tenant Agreements	202 North Castlegory Road, Houston, TX 77049 - Letter Dated 03/19/2025	\$0.00
	SIR Properties Trust	OPI_T02250	Tenant Agreements	202 North Castlegory Road, Houston, TX 77049 - Letter Dated 07/22/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
M & R Electronic Systems, Inc.	OPI WF Owner LLC	OPI_V00265	Vendor Agreements	Service Order for Fire Alarm Monitoring Dated 09/24/2024	\$0.00
M.C. Dean, Inc.	FP Sterling Park Land, LLC	OPI_V00599	Vendor Agreements	Service Agreement Dated 01/04/2023	\$0.00
Madsen Roofing & Waterproofing, Inc.	OPI BND Properties LLC; OPI WF Owner LLC; SIR Properties REIT LLC	OPI_V00267	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Main Station, Inc.	Twelve24 Atlanta LLC	OPI_T02443	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Lease Agreement Dated 09/19/2025	\$0.00
Martin Technical, Inc.	GPT Properties LLC	OPI_V00269	Vendor Agreements	Service Agreement Dated 10/01/2023	\$0.00
Massachusetts Electric Company	SIR Properties Trust	OPI_T01664	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Grant of Easement Dated 11/13/2023	\$0.00
	SIR Properties Trust	OPI_T01665	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Short Form Assistant Secretary's Certificate Dated 11/13/2023	\$0.00
Massachusetts Mutual Life Insurance Company	FP Redland Technology Center LLC	OPI_T01508	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Office Lease Agreement (WS) Dated 03/29/2013	\$0.00
	FP Redland Technology Center LLC	OPI_T01509	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 10/03/2018	\$0.00
	FP Redland Technology Center LLC	OPI_T01510	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Insurance Rating Change Letter Dated 10/15/2018	\$0.00
	FP Redland Technology Center LLC	OPI_T01511	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - First Amendment to Lease (WS) Dated 07/31/2021	\$0.00
	FP Redland Technology Center LLC	OPI_T01512	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Email Dated 04/28/2022	\$0.00
	FP Redland Technology Center LLC	OPI_T01513	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 07/15/2024	\$0.00
Massey Services, Inc.	OPI Notex Properties LLC	OPI_V00270	Vendor Agreements	Monthly Pest Prevention Service Agreement Dated 08/01/2025	\$0.00
Mattson Technology, Inc.	Bayside Pkwy Fremont 2 LLC	OPI_T01630	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Industrial Space Lease Dated 08/01/2005	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01631	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - First Addendum to Lease Dated 08/01/2005	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01632	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Correction to Industrial Space Lease and First Addendum Dated 09/30/2005	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01633	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Acceptance Agreement Dated 12/28/2005	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01634	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Revised Acceptance Agreement Dated 12/28/2005	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01635	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Irrevocable Standby Letter of Credit No SVBSF003679 Dated 09/06/2005	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01636	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Letter Agreement Dated 09/17/2008	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01637	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Advice of Transfer of Irrevocable Letter of Credit No SVBSF003679 Dated 04/14/2009	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01638	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - First Lease Amendment (WS) Dated 01/07/2016	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01639	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Irrevocable Standby Letter of Credit No SVBSF011919 Dated 06/12/2017	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01640	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Letter Dated 06/15/2017	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01641	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Irrevocable Standby Letter of Credit No 200SL004609 Dated 04/16/2020	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01642	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Letter Dated 04/20/2020	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01643	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Second Amendment to Lease Dated 03/07/2025	\$0.00
	Bayside Pkwy Fremont 2 LLC	OPI_T01644	Tenant Agreements	47131 Bayside Parkway, Fremont, CA 94538 - Letter Dated 03/13/2025	\$0.00
Maxeon Americas, Inc.	SIR Properties Trust	OPI_T01851	Tenant Agreements	51 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement (WS) Dated 01/17/2025	\$0.00
	SIR Properties Trust	OPI_T01852	Tenant Agreements	51 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement Dated 02/28/2025	\$0.00
	SIR Properties Trust	OPI_T01853	Tenant Agreements	51 Rio Robles Drive, San Jose, CA 95134 - Letter Agreement Dated 06/27/2025	\$0.00
	SIR Properties Trust	OPI_T01854	Tenant Agreements	51 Rio Robles Drive, San Jose, CA 95134 - Standard Business Lease (Net) Dated 06/27/2025	\$0.00
Maximum Security, Inc. of Virginia	GPT Properties Trust; SIR Properties Trust	OPI_V00600	Vendor Agreements	Service Order Dated 01/23/2025	\$0.00
McHugh Koepke Padron Government Relations	GPT Properties Trust	OPI_T00225	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 06/29/2022	\$0.00
	GPT Properties Trust	OPI_T00226	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T(WS) Dated 12/19/2022	\$0.00
	GPT Properties Trust	OPI_T00228	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Agreement Dated 11/17/2024	\$0.00
MCIMetro Access Transmission Services Corp.	GPT Properties Trust	OPI_T00229	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Standard Office Lease Dated 12/27/1991	\$0.00
	GPT Properties Trust	OPI_T00230	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Assignment of Lease Dated 09/19/1994	\$0.00
	GPT Properties Trust	OPI_T00231	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated January 1995	\$0.00
	GPT Properties Trust	OPI_T00232	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Lease Dated 11/15/1999	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
MCIMetro Access Transmission Services Corp.	GPT Properties Trust	OPI_T00233	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Amendment to Lease Dated June 2005	\$0.00
	GPT Properties Trust	OPI_T00234	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Amendment to Lease Dated 11/05/2007	\$0.00
	GPT Properties Trust	OPI_T00235	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 02/05/2010	\$0.00
	GPT Properties Trust	OPI_T00236	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fifth Amendment to Lease (WS) Dated 11/20/2012	\$0.00
	GPT Properties Trust	OPI_T00237	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 01/16/2013	\$0.00
	GPT Properties Trust	OPI_T00238	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 11/06/2013	\$0.00
	GPT Properties Trust	OPI_T00239	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Sixth Amendment to Lease (WS) Dated 04/04/2017	\$0.00
	GPT Properties Trust	OPI_T00240	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Seventh Amendment to Lease (WS) Dated 12/16/2020	\$0.00
	GPT Properties LLC	OPI_T00312	Tenant Agreements	2020 S. Arlington Heights, Arlington Heights, IL 60005 - Right of Entry Agreement Dated 04/28/2023	\$0.00
McKinnon Tower Unit Owners Association, Inc.	SIR Properties Trust	OPI_T02244	Tenant Agreements	Two Commercial Place, Norfolk, VA 23510 - Lease of Parking Spaces Dated 12/09/2020	\$0.00
MCQ Construction Services, Inc	112 Ave Miami LLC	OPI_V00601	Vendor Agreements	Construction Contract Dated 01/01/2024	\$0.00
Mechanical Systems, Inc.	GPT Properties Trust	OPI_V00273	Vendor Agreements	HVAC Contract Dated 10/01/2024	\$0.00
	SIR Properties REIT LLC	OPI_V00275	Vendor Agreements	Service Agreement Dated 10/01/2022	\$0.00
Mega Services, Inc	112 Ave Miami LLC	OPI_V00276	Vendor Agreements	Service Agreement Dated 04/13/2023	\$0.00
	112 Ave Miami LLC	OPI_V00277	Vendor Agreements	Service Order Dated 04/16/2025	\$0.00
	112 Ave Miami LLC	OPI_V00278	Vendor Agreements	Service Agreement Dated 05/01/2020	\$0.00
Merkle Group, Inc.	SIR Properties Trust	OPI_T01825	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - First Amendment to Lease Dated 06/28/2023	\$0.00
	SIR Properties Trust	OPI_T01826	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Agreement Dated 09/24/2024	\$0.00
	SIR Properties Trust	OPI_T01828	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Lease Agreement (WS) Dated 05/01/2022	\$0.00
Merrill Lynch, Pierce, Fenner & Smith, Incorporated	FP Patuxent Parkway, LLC	OPI_T01402	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Amended and Restated Commercial Lease Agreement Dated 03/25/1996	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01403	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment Dated 04/12/2006	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01404	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment Dated 01/17/2011	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01405	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Extension Space Commencement Date Agreement (WS) Dated 07/18/2012	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01406	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Third Amendment Dated 06/30/2016	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01407	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement (WS) Dated 04/08/2019	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01408	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement (WS) Dated 05/26/2021	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01409	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement Dated 07/27/2021	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01410	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Fourth Amendment to Amended and Restated Lease (WS) Dated 10/06/2021	\$0.00
Metalstone Technologies LLC	OPI 25 Exchange LLC	OPI_V00279	Vendor Agreements	Service Agreement Dated 02/01/2025	\$0.00
Metro Grounds Management LLC	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; GOV Lake Fairfax Inc.	OPI_V00280	Vendor Agreements	Service Agreement Dated 11/01/2022	\$0.00
	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; GOV Lake Fairfax Inc.	OPI_V00281	Vendor Agreements	Service Agreement Dated 11/01/2022	\$0.00
	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00282	Vendor Agreements	Snow removal contract Dated 04/04/2025	\$0.00
Micro Focus Software Inc.	SIR Properties Trust	OPI_T01684	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Lease Agreement Dated 09/21/2021	\$0.00
	OPI BND Properties LLC	OPI_T01685	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Lease Guaranty Dated 09/21/2021	\$0.00
	SIR Properties Trust	OPI_T01686	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - First Amendment to Lease Agreement (WS) Dated 11/10/2023	\$0.00
	OPI BND Properties LLC	OPI_T01687	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Agreement Dated 11/09/2024	\$0.00
Micron Technology, Inc.	OPI WF Owner LLC	OPI_T01646	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Lease Agreement Dated 03/20/2009	\$0.00
	OPI WF Owner LLC	OPI_T01647	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Lease Guaranty Dated 03/20/2009	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Micron Technology, Inc.	OPI WF Owner LLC	OPI_T01648	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - First Amendment to Lease Dated 07/29/2009	\$0.00
	OPI WF Owner LLC	OPI_T01649	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 03/26/2010	\$0.00
	OPI WF Owner LLC	OPI_T01650	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Confirmation of Term of Lease Dated 05/06/2010	\$0.00
	OPI WF Owner LLC	OPI_T01651	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Dated 07/07/2010	\$0.00
	OPI WF Owner LLC	OPI_T01652	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Assignment and Assumption of Lease and Landlord Acknowledgement Dated 11/01/2010	\$0.00
	OPI WF Owner LLC	OPI_T01653	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Second Amendment to Lease Dated 11/12/2010	\$0.00
	SIR Properties Trust	OPI_T01654	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Third Amendment to Lease (WS) Dated 02/05/2019	\$0.00
	SIR Properties Trust	OPI_T01655	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Dated 07/28/2021	\$0.00
	SIR Properties Trust	OPI_T01656	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Fourth Amendment to Lease (WS) Dated 02/28/2022	\$0.00
	SIR Properties Trust	OPI_T01657	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 03/15/2024	\$0.00
	SIR Properties Trust	OPI_T01658	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 04/01/2024	\$0.00
	OPI WF Owner LLC	OPI_T01659	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 08/29/2024	\$0.00
	SIR Properties Trust	OPI_T01660	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 11/06/2024	\$0.00
	OPI WF Owner LLC; SIR Properties Trust	OPI_T01661	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 03/17/2025	\$0.00
	OPI WF Owner LLC	OPI_T01662	Tenant Agreements	2235 Iron Point Road, Folsom, CA 95630 - Letter Agreement Dated 04/01/2025	\$0.00
Midwest Mechanical Group, LLC	SIR Properties REIT LLC	OPI_V00283	Vendor Agreements	Service Agreement Dated 10/01/2022	\$0.00
Milan Laser Corporate LLC	SIR Omaha LLC	OPI_T02050	Tenant Agreements	18020 Burt Street, Omaha, NE 68022 - Lease Agreement Dated 01/31/2025	\$0.00
	SIR Omaha LLC	OPI_T02051	Tenant Agreements	18020 Burt Street, Omaha, NE 68022 - Guaranty Dated 01/31/2025	\$0.00
Milbank LLP	Office Properties Income Trust	OPI_P00005	Vendor Agreements	Letter Agreement Dated 7/24/25	\$0.00
Miller Electric Company	Burt Street Omaha LLC; GPT Properties Trust; SIR Properties Trust	OPI_V00602	Vendor Agreements	Service Order Dated 01/13/2025	\$0.00
MK Enterprise, LLC	440 First Street LLC	OPI_T01076	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Guaranty of Performance (WS) Dated 03/01/2013	\$0.00
	440 First Street LLC	OPI_T01077	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease for Retail Space (WS) Dated 03/04/2013	\$0.00
	440 First Street LLC	OPI_T01078	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Deed of Lease (WS) Dated 01/20/2016	\$0.00
	440 First Street LLC	OPI_T01079	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Guaranty of Performance (WS) Dated 01/16/2016	\$0.00
	440 First Street LLC	OPI_T01080	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Second Amendment to Deed of Lease (WS) Dated 10/28/2020	\$0.00
	440 First Street LLC; 440 First Street LLC	OPI_T01081	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Assignment and Assumption of Deed of Lease Dated 03/27/2023	\$0.00
Modern Heating and Air Conditioning, LLC	Government Properties Income Trust LLC	OPI_V00284	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
	Government Properties Income Trust LLC	OPI_V00285	Vendor Agreements	Service Agreement Dated 06/01/2023	\$0.00
	OPI Notex Properties LLC	OPI_V00286	Vendor Agreements	Service Order Dated 01/01/2026	\$0.00
Modern Pest Control, Inc.	OPI Notex Properties LLC	OPI_V00287	Vendor Agreements	Pest Control Agreement Dated 10/01/2024	\$0.00
Moelis & Company LLC	Office Properties Income Trust	OPI_P00010	Vendor Agreements	Letter Agreement Dated 6/2/25	\$0.00
Mona Electric Group, Inc.	OPI WF Owner LLC	OPI_V00288	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Money Management International, Inc.	FP 6315 Hillside Center, LLC	OPI_T01472	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - Lease Agreement (WS) Dated 07/20/2018	\$0.00
	FP 6315 Hillside Center, LLC	OPI_T01473	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - Name Change Certificate Dated 05/07/2019	\$0.00
	FP 6315 Hillside Center, LLC	OPI_T01474	Tenant Agreements	6315 Hillside Court, Columbia, MD 21046 - Articles of Merger Dated 10/31/2023	\$0.00
	OPI WF Owner LLC	OPI_V00605	Vendor Agreements	Service Order Dated 04/16/2025	\$0.00
Monumental Equipment Inc.	Mr. & Mrs. Chon Kee Park DBA 7 to 7 Newsstand	OPI_T00587	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 01/20/1993	\$0.00
	OPI WF Owner LLC	OPI_T00588	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 02/16/1993	\$0.00
	OPI WF Owner LLC	OPI_T00589	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Lease Dated January 1998	\$0.00
	OPI WF Owner LLC	OPI_T00590	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Third Amendment to Lease Dated 03/25/2002	\$0.00
	OPI WF Owner LLC	OPI_T00591	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Assignment of Lease Dated 03/25/2002	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Murphy Anderson PLLC	FP 1401 K, LLC	OPI_T01147	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Office Space (WS) Dated 10/28/2015	\$0.00
Murphy Company Mechanical Contractors and Engineers dba Murphy Company	Government Properties Income Trust LLC	OPI_V00292	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
Muzak LLC d/b/a Mood Media	OPI TRS Inc.; OPI Notex Properties LLC	OPI_V00293	Vendor Agreements	Mood Media Service Agreement Dated 10/24/2022	\$0.00
	OPI Notex Properties LLC	OPI_V00606	Vendor Agreements	Mood Media Service Agreement Dated 10/22/2022	\$0.00
My Guys Moving and Storage, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01319	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease Dated 02/03/2022	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01320	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - First Amendment to Deed of Lease Dated 07/14/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01321	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Consent to Sublease Agreement and Second Amendment to Deed of Lease Dated 09/13/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01322	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Third Amendment to Deed of Lease Dated 10/17/2023	\$0.00
NAC Mechanical Services, LLC	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00295	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
NAIOP Inc.	440 First Street LLC	OPI_T01074	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Lease Agreement Dated 08/12/2022	\$0.00
	440 First Street LLC	OPI_T01075	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Declaration by LL to TT (WS) Dated 02/22/2023	\$0.00
Nardello & Co. LLC	FP 1401 K, LLC	OPI_T01148	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement for Office Space (WS) Dated 08/22/2017	\$0.00
	FP 1401 K, LLC	OPI_T01149	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Irrevocable Standby LOC No S93060596 Dated 09/21/2017	\$0.00
	FP 1401 K, LLC	OPI_T01150	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Exhibit C - Declaration of Lease Commencement (WS) Dated 02/14/2018	\$0.00
	FP 1401 K, LLC	OPI_T01151	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Dated 08/22/2022	\$0.00
	FP 1401 K, LLC	OPI_T01152	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Amendment No 1 to Irrevocable Standby Letter of Credit No S93060596 Dated 10/14/2022	\$0.00
	FP 1401 K, LLC	OPI_T01153	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Dated 03/13/2023	\$0.00
	FP 1401 K, LLC	OPI_T01154	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Exhibit C Commencement Letter (WS) Dated 03/28/2023	\$0.00
	FP 1401 K, LLC	OPI_T01155	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Dated 03/29/2023	\$0.00
	FP 1401 K, LLC	OPI_T01156	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Dated 02/07/2024	\$0.00
	FP 1401 K, LLC	OPI_T01157	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Irrevocable Standby Letter of Credit No S93060596 Dated 05/02/2024	\$0.00
	FP 1401 K, LLC	OPI_T01158	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Dated 05/13/2024	\$0.00
	FP 1401 K, LLC	OPI_T01159	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Letter Agreement Dated 10/16/2025	\$0.00
National Wildlife Federation	GPT Properties LLC	OPI_T00630	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement (WS) Dated 07/15/2015	\$0.00
	GPT Properties LLC	OPI_T00631	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 09/22/2020	\$0.00
	GPT Properties LLC	OPI_T00632	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Lease (WS) Dated 06/29/2023	\$0.00
Nations Roof, LLC	GPT Properties LLC; SIR Properties REIT LLC	OPI_V00296	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
Neel-Schaffer, Inc.	GPT Properties LLC	OPI_T00633	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 08/13/2021	\$0.00
	GPT Properties LLC; OPI WF Owner LLC	OPI_T00634	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 06/25/2025	\$0.00
New Cingular Wireless PCS, LLC	FP Patuxent Parkway, LLC	OPI_T01411	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 09/30/1996	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01413	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Reinstatement and Ratification of and First Amendment Dated 12/28/2016	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01414	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease Agreement Dated 01/14/2020	\$0.00
New TSI 1211 Connecticut Avenue, LLC	FP 1211 Connecticut Avenue, LLC	OPI_T01003	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Deed of Lease for Retail Space Dated 01/05/2022	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01004	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Guaranty of Performance Dated 01/05/2022	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
New TSI 1211 Connecticut Avenue, LLC	FP 1211 Connecticut Avenue, LLC	OPI_T01005	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Agreement Dated 10/28/2022	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01006	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Declaration of Lease Commencement (WS) Dated 11/07/2022	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01007	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Dated 03/21/2023	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01008	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Agreement (WS) Dated 03/21/2023	\$0.00
New TSI Holdings, Inc.	FP 1211 Connecticut Avenue, LLC	OPI_T01009	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Dated 05/15/2023	\$0.00
Nishida Services, Inc.	SIR Properties REIT LLC	OPI_V00298	Vendor Agreements	Service Order Dated 06/01/2025	\$0.00
North Coast Electric Company	GPT Properties Trust	OPI_V00299	Vendor Agreements	Service Agreement Dated 05/01/2023	\$0.00
	GPT Properties Trust	OPI_V00607	Vendor Agreements	Contract Approval Form Service & Maintenance Agreement Dated 04/03/2023	\$0.00
	GPT Properties Trust	OPI_V00608	Vendor Agreements	Service Agreement Dated 02/03/2023	\$0.00
	GPT Properties Trust	OPI_V00609	Vendor Agreements	Service Agreement Dated 02/03/2023	\$0.00
North Coast Medical Supply LLC	SIR Campbell Place Inc.	OPI_T01715	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Lease Agreement Dated 05/02/2019	\$0.00
	SIR Campbell Place Inc.	OPI_T01716	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - First Amendment to Lease Dated 09/18/2019	\$0.00
	SIR Campbell Place Inc.	OPI_T01717	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Letter Dated 02/06/2020	\$0.00
	SIR Campbell Place Inc.	OPI_T01718	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Second Amendment to Lease Dated 11/03/2020	\$0.00
	SIR Campbell Place Inc.	OPI_T01719	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Consent to Assignment and Assumption of Lease Dated 02/12/2021	\$0.00
	SIR Campbell Place Inc.	OPI_T01720	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Third Amendment to Lease Dated 06/28/2024	\$0.00
	SIR Campbell Place Inc.	OPI_T01721	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Guaranty Dated 06/28/2024	\$0.00
	SIR Campbell Place Inc.	OPI_T01722	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Fourth Amendment to Lease Dated 03/29/2025	\$0.00
	SIR Campbell Place Inc.	OPI_T01723	Tenant Agreements	2544 Campbell Place, Carlsbad, CA 92009 - Landlord Consent to Change of Control Dated 06/30/2025	\$0.00
	OPI WF Owner LLC	OPI_T01731	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Deed of Lease Agreement	\$0.00
	OPI WF Owner LLC	OPI_T01732	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Declaration of Lease Commencement Dated 11/01/2001	\$0.00
	OPI WF Owner LLC	OPI_T01733	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 11/18/2002	\$0.00
Northrop Grumman Systems Corporation	OPI WF Owner LLC	OPI_T01734	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Assignment and Assumption Agreement Dated 09/30/2007	\$0.00
	OPI WF Owner LLC	OPI_T01735	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Assignment and Assumption Agreement	\$0.00
	OPI WF Owner LLC	OPI_T01736	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - First Amendment to Deed of Lease Dated August 2008	\$0.00
	OPI WF Owner LLC	OPI_T01737	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Second Amendment to Deed of Lease Dated 05/11/2011	\$0.00
	OPI WF Owner LLC	OPI_T01738	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Third Amendment to Deed of Lease Dated 07/21/2011	\$0.00
	OPI WF Owner LLC	OPI_T01739	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Fourth Amendment to Deed of Lease Dated 11/08/2012	\$0.00
	OPI WF Owner LLC	OPI_T01740	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 12/05/2014	\$0.00
	OPI WF Owner LLC	OPI_T01741	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Dated 09/30/2016	\$0.00
	SIR Properties Trust	OPI_T01742	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 11/30/2016	\$0.00
	SIR Properties Trust	OPI_T01743	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 12/07/2018	\$0.00
	SIR Properties Trust	OPI_T01744	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - OPEX Letter Dated 08/28/2020	\$0.00
	SIR Properties Trust	OPI_T01745	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Dated 09/09/2020	\$0.00
	OPI WF Owner LLC	OPI_T01746	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Dated 09/24/2020	\$0.00
	SIR Properties Trust	OPI_T01747	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Dated 10/23/2020	\$0.00
	OPI WF Owner LLC	OPI_T01748	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Dated 11/10/2020	\$0.00
	SIR Properties Trust	OPI_T01749	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Dated 02/12/2021	\$0.00
	SIR Properties Trust	OPI_T01750	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 08/04/2021	\$0.00
	SIR Properties Trust	OPI_T01751	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 06/29/2022	\$0.00
	SIR Properties Trust	OPI_T01752	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 07/28/2022	\$0.00
	SIR Properties Trust	OPI_T01753	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 08/30/2022	\$0.00
	SIR Properties Trust	OPI_T01754	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 09/28/2022	\$0.00
	SIR Properties Trust	OPI_T01755	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement (WS) Dated 10/31/2022	\$0.00
	SIR Properties Trust	OPI_T01756	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Letter Agreement (WS) Dated 11/29/2022	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Northrop Grumman Systems Corporation	SIR Properties Trust	OPI_T01757	Tenant Agreements	45101 Warp Drive, Sterling, VA 20166 - Office Lease Dated 12/21/2022	\$0.00
	OPI WF Owner LLC	OPI_T01758	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Deed of Lease Agreement Dated 04/05/1999	\$0.00
	OPI WF Owner LLC	OPI_T01759	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Declaration of Lease Commencement Dated 12/14/2000	\$0.00
	OPI WF Owner LLC	OPI_T01760	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Revised Declaration of Lease Commencement Dated 04/05/2001	\$0.00
	OPI WF Owner LLC	OPI_T01761	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Assignment and Assumption Agreement Dated 09/30/2007	\$0.00
	OPI WF Owner LLC	OPI_T01762	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Assignment and Assumption Agreement	\$0.00
	OPI WF Owner LLC	OPI_T01763	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - First Amendment to Deed of Lease Dated August 2008	\$0.00
	OPI WF Owner LLC	OPI_T01764	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Second Amendment to Deed of Lease Dated 05/11/2011	\$0.00
	OPI WF Owner LLC	OPI_T01765	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Third Amendment to Deed of Lease Dated 11/08/2012	\$0.00
	OPI WF Owner LLC	OPI_T01766	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter	\$0.00
	OPI WF Owner LLC	OPI_T01767	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 12/05/2014	\$0.00
	SIR Properties Trust	OPI_T01768	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 11/30/2016	\$0.00
	OPI WF Owner LLC	OPI_T01769	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Dated 10/09/2018	\$0.00
	SIR Properties Trust	OPI_T01770	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 12/07/2018	\$0.00
	SIR Properties Trust	OPI_T01771	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - OPEX Letter Dated 08/28/2020	\$0.00
	SIR Properties Trust	OPI_T01772	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Dated 09/09/2020	\$0.00
	OPI WF Owner LLC	OPI_T01773	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Dated 09/24/2020	\$0.00
	SIR Properties Trust	OPI_T01774	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Dated 10/23/2020	\$0.00
	OPI WF Owner LLC	OPI_T01775	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Dated 11/10/2020	\$0.00
	SIR Properties Trust	OPI_T01776	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Dated 02/12/2021	\$0.00
	SIR Properties Trust	OPI_T01777	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 08/04/2021	\$0.00
	SIR Properties Trust	OPI_T01778	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 06/29/2022	\$0.00
	SIR Properties Trust	OPI_T01779	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 07/28/2022	\$0.00
	SIR Properties Trust	OPI_T01780	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 08/30/2022	\$0.00
	SIR Properties Trust	OPI_T01781	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 09/28/2022	\$0.00
	SIR Properties Trust	OPI_T01782	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement (WS) Dated 10/31/2022	\$0.00
	SIR Properties Trust	OPI_T01783	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Letter Agreement (WS) Dated 11/29/2022	\$0.00
	SIR Properties Trust	OPI_T01784	Tenant Agreements	45201 Warp Drive, Sterling, VA 20166 - Office Lease Dated 12/21/2022	\$0.00
	OPI WF Owner LLC	OPI_T01787	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Deed of Lease Agreement Dated 05/18/1999	\$0.00
	OPI WF Owner LLC	OPI_T01788	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Declaration of Lease Commencement Dated 12/14/2000	\$0.00
	OPI WF Owner LLC	OPI_T01789	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Revised Declaration of Lease Commencement Dated 04/05/2001	\$0.00
	OPI WF Owner LLC	OPI_T01790	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Assignment and Assumption Agreement Dated 09/30/2007	\$0.00
	OPI WF Owner LLC	OPI_T01791	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Assignment and Assumption Agreement	\$0.00
	OPI WF Owner LLC	OPI_T01792	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - First Amendment to Deed of Lease Dated August 2008	\$0.00
	OPI WF Owner LLC	OPI_T01793	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Second Amendment to Deed of Lease Dated 05/11/2011	\$0.00
	OPI WF Owner LLC	OPI_T01794	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Third Amendment to Deed of Lease Dated 11/08/2012	\$0.00
	OPI WF Owner LLC	OPI_T01795	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter	\$0.00
	OPI WF Owner LLC	OPI_T01796	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 12/05/2014	\$0.00
	SIR Properties Trust	OPI_T01797	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 11/30/2016	\$0.00
	OPI WF Owner LLC	OPI_T01798	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Dated 10/09/2018	\$0.00
	SIR Properties Trust	OPI_T01799	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 12/07/2018	\$0.00
	SIR Properties Trust	OPI_T01800	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - OPEX Letter Dated 08/28/2020	\$0.00
	SIR Properties Trust	OPI_T01801	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Dated 09/09/2020	\$0.00
	OPI WF Owner LLC	OPI_T01802	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Dated 09/24/2020	\$0.00
	SIR Properties Trust	OPI_T01803	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Dated 10/23/2020	\$0.00
	OPI WF Owner LLC	OPI_T01804	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Dated 11/10/2020	\$0.00
	SIR Properties Trust	OPI_T01805	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Dated 02/12/2021	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Northrop Grumman Systems Corporation	SIR Properties Trust	OPI_T01806	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 08/04/2021	\$0.00
	SIR Properties Trust	OPI_T01807	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 06/29/2022	\$0.00
	SIR Properties Trust	OPI_T01808	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 07/28/2022	\$0.00
	SIR Properties Trust	OPI_T01809	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 08/30/2022	\$0.00
	SIR Properties Trust	OPI_T01810	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement Dated 09/28/2022	\$0.00
	SIR Properties Trust	OPI_T01811	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement (WS) Dated 10/31/2022	\$0.00
	SIR Properties Trust	OPI_T01812	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Letter Agreement (WS) Dated 11/29/2022	\$0.00
	SIR Properties Trust	OPI_T01813	Tenant Agreements	45301 Warp Drive, Sterling, VA 20166 - Office Lease Dated 12/21/2022	\$0.00
Northwest Exterminating Co., LLC	GPT Properties Trust	OPI_V00300	Vendor Agreements	Service Agreement Dated 09/01/2023	\$0.00
Noteable Events Inc.	SIR Properties REIT LLC	OPI_T01923	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 05/30/2024	\$0.00
	OPI Notex Properties LLC	OPI_V00301	Vendor Agreements	Food Services Agreement Dated 10/01/2024	\$0.00
Nova Group, GBC	Government Properties Income Trust LLC; GPT Properties Trust; OPI WF Owner LLC	OPI_V00302	Vendor Agreements	Professional Services Agreement Dated 04/02/2024	\$0.00
Novel Business Solutions, LLC	OPI BND Properties LLC	OPI_T01688	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Lease Agreement Dated 09/23/2024	\$0.00
	OPI BND Properties LLC	OPI_T01689	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Guaranty Dated 09/23/2024	\$0.00
	OPI BND Properties LLC	OPI_T01690	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Notice of Default Dated 01/21/2025	\$0.00
	OPI BND Properties LLC	OPI_T01707	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Consent to Sublease Agreement Dated 02/27/2025	\$0.00
	OPI BND Properties LLC	OPI_T01709	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Sublease Agreement Dated 11/13/2024	\$0.00
NOVELL BUSINESS PARK OWNERS ASSOCIATION, INC., a Utah non-profit corporation	OPI BND Properties LLC	OPI_V00303	Vendor Agreements	Management Agreement Dated 06/01/2025	\$0.00
Oasis Landscaping	Government Properties Income Trust LLC; 20 Mass Ave TRS Inc.	OPI_V00609	Vendor Agreements	Service Contract Dated 08/07/2024	\$0.00
Occam Health Services, LLC	FP Atlantic Corporate Park, LLC	OPI_T01324	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Guaranty of Performance (WS) Dated 03/26/2013	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01325	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease for Office Space (WS) Dated 03/28/2013	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01326	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Statement Specifying Commencement Date (WS) Dated 09/27/2013	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01327	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - First Amendment to Deed of Lease Dated 03/01/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01328	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Second Amendment to Deed of Lease Dated 08/01/2020	\$0.00
Ocean Network Express (North America) Inc.	OPI Notex Properties LLC	OPI_T01924	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 06/06/2025	\$0.00
Odin, Feldman & Pittleman, P.C.	FP 1775 Wiehle Avenue, LLC	OPI_T01242	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Deed of Lease (WS) Dated 09/29/2011	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01243	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Irrevocable Standby LOC No 999999076 Dated 10/11/2011	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01244	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment No 1 to Irrevocable Standby LOC No 999999076 Dated 10/28/2011	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01245	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - First Amendment to Lease (WS) Dated 11/10/2011	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01246	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Second Amendment to Lease (WS) Dated 06/29/2012	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01247	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - First Amendment to Irrevocable Standby LOC No 999999076 Dated 01/09/2013	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01248	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC No 999999076 Dated 11/01/2013	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01249	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC No 999999076 Dated 06/26/2014	\$0.00
	GOV NEW OPPTY LP; FP 1775 Wiehle Avenue, LLC	OPI_T01250	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC No 999999076 Dated 10/31/2014	\$0.00
	GOV NEW OPPTY LP; FP 1775 Wiehle Avenue, LLC	OPI_T01251	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC No 7999999076-7301 Dated 02/10/2016	\$0.00
	GOV NEW OPPTY LP; FP 1775 Wiehle Avenue, LLC	OPI_T01252	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC No 7999999076-7301 Dated 01/05/2017	\$0.00
	GOV NEW OPPTY LP; FP 1775 Wiehle Avenue, LLC	OPI_T01253	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC NO 7999999076-7301 Dated 04/16/2018	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Odin, Feldman & Pittleman, P.C.	FP 1775 Wiehle Avenue, LLC	OPI_T01254	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Amendment to Irrevocable Standby LOC No 7999999076-7301 Dated 05/24/2018	\$0.00
Old Dominion Mechanical, LLC	SIR Properties Trust	OPI_V00304	Vendor Agreements	Service Agreement Dated 12/01/2022	\$0.00
	Elliott Ave Seattle LLC	OPI_T02461	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Lease of Bicycle Parking Space Dated 05/24/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02462	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Letter Agreement Dated 06/11/2025	\$0.00
OlympiaTech Electrical Contractors, Inc.	Government Properties Income Trust LLC	OPI_V00305	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
Open Source Research, LLC	FP 1211 Connecticut Avenue, LLC	OPI_T01010	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Lease Agreement Dated 10/08/2021	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01011	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Guaranty Dated 10/08/2021	\$0.00
OPI TRS Inc.	OPI Notex Properties LLC	OPI_L00001	Lease Agreements	Event Space Lease Agreement Dated 9/25/24	\$0.00
Orkin, LLC	SIR Properties Trust	OPI_V00306	Vendor Agreements	Pest Control Services Agreement Dated 09/01/2024	\$0.00
	OPI Notex Properties LLC	OPI_V00307	Vendor Agreements	Service Agreement Dated 07/15/2025	\$0.00
OSSDSIGN USA Inc.	FP Patuxent Parkway, LLC	OPI_T01415	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 01/19/2022	\$0.00
Otis Elevator Company	Office Properties Income Trust	OPI_V00309	Vendor Agreements	Master Vertical Transportation Services Agreement Dated 01/01/2017	\$0.00
	Office Properties Income Trust	OPI_V00310	Vendor Agreements	First Amendment to Master Vertical Transportation Services Agreement Dated 01/01/2022	\$0.00
	Government Properties Income Trust LLC; 20 Mass Ave TRS Inc.	OPI_V00611	Vendor Agreements	Sonesta International Hotels Corporation Master Vertical Transportation Services Agreement Property Site Rider Dated 08/16/2023	\$0.00
Pacific Bell Telephone Company	Santa Clara (Walsh) LLC	OPI_T02180	Tenant Agreements	2500 Walsh Avenue, Santa Clara, CA 95051 - Right of Entry Agreement Dated 11/15/2023	\$0.00
Pappas Consulting, Inc.	GPT Properties Trust; GPT Properties Trust; GPT Properties Trust	OPI_T00241	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 04/28/2022	\$0.00
	GPT Properties Trust; GPT Properties Trust; GPT Properties Trust	OPI_T00242	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Declaration by LL and T Dated 05/31/2023	\$0.00
Partitions Inc.	OPI WF Owner LLC	OPI_V00612	Vendor Agreements	Construction Contract Dated 12/11/2023	\$0.00
	OPI WF Owner LLC	OPI_V00613	Vendor Agreements	Construction Contract Dated 03/13/2025	\$0.00
PCM Services	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00316	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
	440 First Street LLC; FP Redland Technology Center LLC; ACP East LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; FP 1401 K, LLC; GPT Properties Trust; FP 6315 Hillside Center, LLC; FP 1211 Connecticut Avenue, LLC; FP Patuxent Parkway, LLC; FP 6310 Hillside Center, LLC; FP 840 First Street, LLC; SIR Properties Trust	OPI_V00317	Vendor Agreements	Service Agreement Dated 12/15/2023	\$0.00
PEC Solutions LLC dba Parsons Electric	Government Properties Income Trust LLC	OPI_V00318	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
	OPI Notex Properties LLC	OPI_V00615	Vendor Agreements	Service Agreement Dated 06/23/2025	\$0.00
Personify, Inc.	FP Patuxent Parkway, LLC	OPI_T01424	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Fifth Amendment to Deed of Lease Dated 09/09/2022	\$0.00
Pest Control Authority, Inc., a North Carolina company	OPI WF Owner LLC	OPI_V00319	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
PhysIQ, Inc. (formerly VGBio, Inc.)	OPI Notex Properties LLC	OPI_T01917	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Second Amended and Restated Certificate of Incorporation Dated 06/28/2015	\$0.00
	OPI Notex Properties LLC	OPI_T01918	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Notice of Name Change Dated 06/01/2015	\$0.00
PIAT INC dba ServPro of Olathe/Lenexa dba ServPro of KC Midtown	OPI WF Owner LLC	OPI_V00320	Vendor Agreements	Professional Services Agreement Dated 10/08/2024	\$0.00
Pieper Electric, Inc. dba Pro Lightning Protection	OPI WF Owner LLC	OPI_V00321	Vendor Agreements	Lightning Protection Inspections Agreement Dated 05/03/2024	\$0.00
Pierce Property Services, Inc.	GPT Properties LLC; OPI 25 Exchange LLC	OPI_V00322	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
	OPI Notex Properties LLC	OPI_V00323	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
Pilgrim Parking NewCo, LLC (successor and assign to Pilgrim Parking, Inc.)	SIR Properties REIT LLC	OPI_V00324	Vendor Agreements	Service Agreement Dated 04/11/2025	\$0.00
	GPT Properties Trust	OPI_V00325	Vendor Agreements	Parking Management Agreement Dated 05/17/2020	\$0.00
Pioneer Building Services Inc.	Office Properties Income Trust	OPI_V00326	Vendor Agreements	Master Service Agreement Dated 02/01/2019	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Pioneer Building Services Inc.	440 First Street LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 1401 K, LLC; GPT Properties Trust; FP 1211 Connecticut Avenue, LLC; FP 840 First Street, LLC	OPI_V00327	Vendor Agreements	Service Agreement Dated 02/01/2025	\$0.00
	440 First Street LLC; FP 11 Dupont Circle, LLC; FP 1401 K, LLC; GPT Properties Trust; FP 1211 Connecticut Avenue, LLC; FP 840 First Street, LLC	OPI_V00328	Vendor Agreements	Service Agreement Dated 08/01/2021	\$0.00
Pivotal Home Solutions, LLC	SIR Properties REIT LLC	OPI_T01925	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement (WS) Dated 09/16/2022	\$0.00
	SIR Properties REIT LLC	OPI_T01926	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Guaranty Dated 09/16/2022	\$0.00
	SIR Properties REIT LLC	OPI_T01927	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Lease Dated 03/09/2023	\$0.00
	OPI Notex Properties LLC	OPI_T01928	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Second Amendment to Lease Dated 10/17/2024	\$0.00
	OPI Notex Properties LLC	OPI_T01929	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Declaration by Landlord and Tenant as to Expansion Date Dated 02/20/2025	\$0.00
Porter Hedges LLP	Office Properties Income Trust	OPI_P00006	Vendor Agreements	Letter Agreement Dated 10/16/25	\$0.00
POSTP - Iron Hill Brewery of Perimeter, LLC	Twelve24 Atlanta LLC	OPI_T02444	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Lease Agreement Dated 11/04/2019	\$0.00
	Twelve24 Atlanta LLC	OPI_T02445	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Guaranty Dated 11/04/2019	\$0.00
	Twelve24 Atlanta LLC	OPI_T02446	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - First Amendment to Lease Dated 08/10/2020	\$0.00
	Twelve24 Atlanta LLC	OPI_T02447	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Second Amendment to Lease Dated 01/06/2021	\$0.00
	Twelve24 Atlanta LLC	OPI_T02451	Tenant Agreements	1224 Hammond Drive NE, Atlanta, GA 30346 - Voluntary Petition for Non-Individuals Filing for Bankruptcy Dated 10/04/2025	\$0.00
POSTP - The Mill Group, Inc.	OPI WF Owner LLC	OPI_T02379	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Guaranty of Lease Dated 08/11/2015	\$0.00
	OPI WF Owner LLC	OPI_T02380	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Office Lease Agreement Dated 08/13/2015	\$0.00
	OPI WF Owner LLC	OPI_T02381	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 03/30/2023	\$0.00
	OPI WF Owner LLC	OPI_T02382	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Notice of Default Dated 06/25/2024	\$0.00
	OPI WF Owner LLC	OPI_T02383	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Notice of Default Dated 08/13/2024	\$0.00
	OPI WF Owner LLC	OPI_T02384	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Notice of Default Dated 11/13/2024	\$0.00
	OPI WF Owner LLC	OPI_T02385	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Notice of Default Dated 12/23/2024	\$0.00
	OPI WF Owner LLC	OPI_T02386	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Notice of Continuing Default Dated 02/06/2025	\$0.00
	OPI WF Owner LLC	OPI_T02387	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 05/12/2025	\$0.00
	OPI WF Owner LLC	OPI_T02388	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Sublease Agreement Dated 07/18/2016	\$0.00
	OPI WF Owner LLC	OPI_V00330	Vendor Agreements	Service Order Dated 02/18/2025	\$0.00
	OPI WF Owner LLC	OPI_V00616	Vendor Agreements	Service Agreement Dated 03/12/2025	\$0.00
Preferred Electric Company Inc.	OPI WF Owner LLC	OPI_V00330	Vendor Agreements	Service Order Dated 02/18/2025	\$0.00
Premier Landscape Contractors Inc.	OPI WF Owner LLC	OPI_V00616	Vendor Agreements	Service Agreement Dated 03/12/2025	\$0.00
Pressed Cafe Chelmsford, LLC	OPI Notex Properties LLC	OPI_T01666	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Certificate of Formation Dated 07/17/2019	\$0.00
	SIR Properties Trust	OPI_T01667	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Lease Agreement Dated 06/15/2020	\$0.00
	SIR Properties Trust	OPI_T01668	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Guaranty Dated 06/15/2020	\$0.00
	SIR Properties Trust	OPI_T01669	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - First Amendment to Lease Dated 03/29/2021	\$0.00
	SIR Properties Trust	OPI_T01670	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Second Amendment to Lease (WS) Dated 11/01/2021	\$0.00
	OPI Notex Properties LLC; SIR Properties REIT LLC	OPI_T01671	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Declaration by LL and T Dated 07/26/2024	\$0.00
Prime Power Services, Inc.	Grand Oak Circle Tampa LLC	OPI_V00332	Vendor Agreements	Service Agreement Dated 03/18/2025	\$0.00
	OPI WF Owner LLC; Twelve24 Atlanta LLC	OPI_V00333	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Prime Time Healthcare LLC	SIR Omaha LLC	OPI_T02474	Tenant Agreements	18010 Burt Street, Omaha, NE 68022 - Lease Agreement Dated 05/25/2023	\$0.00
	SIR Omaha LLC	OPI_T02475	Tenant Agreements	18010 Burt Street, Omaha, NE 68022 - Letter Agreement Dated 03/25/2024	\$0.00
Pritchett Controls, Inc.	440 First Street LLC	OPI_V00334	Vendor Agreements	Continuous Commissioning Manager Service Contract Dated 08/01/2024	\$0.00
PRO AIR, Inc.	FP Redland Technology Center LLC; ACP East LLC; Government Properties Income Trust LLC; FP 540 Gaither, LLC; OPI 25 Exchange LLC	OPI_V00335	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
Pro-Bel USA Inc.	OPI Notex Properties LLC	OPI_V00336	Vendor Agreements	Service Agreement Dated 08/01/2024	\$0.00
	OPI WF Owner LLC	OPI_V00337	Vendor Agreements	ANNUAL Inspection Form Dated 05/30/2024	\$0.00
Professional Heating & Cooling, Inc.	SIR Properties Trust	OPI_V00338	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Professional Janitorial Service of Houston, Inc.	SIR Properties Trust	OPI_V00339	Vendor Agreements	Service Agreement Dated 12/01/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Professional Sky Climbing Services, Inc.	GPT Properties Trust	OPI_V00341	Vendor Agreements	Service Agreement Dated 10/01/2022	\$0.00
Project 1972, Inc.	FP 1401 K, LLC	OPI_T01164	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement Dated 04/26/2023	\$0.00
	FP 1401 K, LLC	OPI_T01165	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Standby Letter of Credit No NUSCGS047241 Dated 05/17/2023	\$0.00
	FP 1401 K, LLC	OPI_T01166	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Standby Letter of Credit Amendment No 1 Dated 07/18/2023	\$0.00
	FP 1401 K, LLC	OPI_T01167	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Exhibit D Declaration of Lease Commencement Dated 02/12/2024	\$0.00
PROTECTION ONE Alarm Monitoring, INC.	OPI Notex Properties LLC	OPI_T01579	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Consent to Sublease Agreement (WS) Dated 03/24/2003	\$0.00
	OPI Notex Properties LLC	OPI_T01580	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - First Amendment to Lease (WS) Dated 03/08/2005	\$0.00
	OPI Notex Properties LLC	OPI_T01581	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Second Amendment to Lease (WS) Dated 10/24/2005	\$0.00
	OPI Notex Properties LLC	OPI_T01582	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Third Amendment to Lease (WS) Dated 10/04/2010	\$0.00
	OPI Notex Properties LLC	OPI_T01583	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Certificate of Merger Dated 03/31/2017	\$0.00
	OPI Notex Properties LLC	OPI_T01584	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Guaranty (WS) Dated 11/06/2017	\$0.00
	GPT Properties Trust	OPI_T01589	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Sublease Agreement Dated April 2002	\$0.00
	OPI Notex Properties LLC	OPI_T01590	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Amendment to Sublease Agreement Dated February 2025	\$0.00
PTC International Portfolio Management, Inc.	FP Patuxent Parkway, LLC	OPI_T01425	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 06/23/2023	\$0.00
PwC US Tax LLP	Office Properties Income Trust	OPI_V00343	Vendor Agreements	Engagement Letter Dated 11/09/2023	\$0.00
Quad Logistics Services, LLC	SIR Properties REIT LLC; SIR Properties REIT LLC	OPI_T01882	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Sublease Agreement (WS) Dated 06/15/2018	\$0.00
Quality Building Controls dba Albireo Energy, LLC	Grand Oak Circle Tampa LLC	OPI_V00344	Vendor Agreements	Service Agreement Dated 05/15/2023	\$0.00
Quench USA, Inc.	Twelve24 Atlanta LLC	OPI_V00345	Vendor Agreements	Proposal and Rental Agreement Dated 10/26/2021	\$0.00
Quotient, Inc.	FP 6310 Hillside Center, LLC	OPI_T01455	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Lease Agreement (WS) Dated 10/09/2007	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01456	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Acknowledgement of Lease Commencement (WS) Dated 12/06/2007	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01457	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - First Amendment to Lease Agreement (WS) Dated 04/10/2012	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01458	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Notice of Termination (WS) Dated 02/26/2015	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01459	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Letter Dated 03/30/2015	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01460	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Second Amendment to Lease Agreement Dated 02/03/2017	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01461	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Third Amendment to Lease (WS) Dated 12/12/2017	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01462	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Fourth Amendment to Lease Dated 05/28/2019	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01463	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Fifth Amendment to Lease (WS) Dated 11/12/2020	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01464	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Notice of Demand Dated 08/12/2025	\$0.00
Qwest Corporation	Government Properties Income Trust LLC	OPI_T00143	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Right of Entry Agreement (WS) Dated 02/19/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00144	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - First Amendment to Right of Entry Agreement Dated 02/10/2021	\$0.00
R.B. Hinkle Construction, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01323	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Sublease Dated 05/11/2023	\$0.00
Raymus LLC	GPT Properties Trust; GPT Properties Trust	OPI_T00702	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Amended and Restated Maintenance Agreement Dated 06/15/2012	\$0.00
Red Coats Inc.	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI WF Owner LLC	OPI_V00347	Vendor Agreements	Janitorial Service Agreement Dated 05/15/2024	\$0.00
	Office Properties Income Trust	OPI_V00350	Vendor Agreements	Master Service Agreement Dated 07/01/2018	\$0.00
	GPT Properties Trust; SIR Properties Trust	OPI_V00618	Vendor Agreements	Service Agreement Dated 07/04/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Redcoats Inc.	Grand Oak Circle Tampa LLC	OPI_V00352	Vendor Agreements	IGSA Form OF Service Agreement Dated 04/01/2025	\$0.00
Redfin Corporation	FP 540 Gaither, LLC	OPI_T01551	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Lease Agreement (WS) Dated 12/20/2018	\$0.00
	FP 540 Gaither, LLC	OPI_T01552	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - First Amendment to Lease (WS) Dated 05/21/2019	\$0.00
	FP 540 Gaither, LLC	OPI_T01553	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 12/20/2023	\$0.00
	FP 540 Gaither, LLC	OPI_T01554	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Sublease Agreement Dated 08/30/2022	\$0.00
Rentokil North America, Inc. d/b/a Ambius	GPT Properties Trust; OPI 25 Exchange LLC	OPI_V00353	Vendor Agreements	Purchase and Monthly Maintenance Agreement Dated 10/01/2023	\$0.00
	GPT Properties Trust	OPI_V00355	Vendor Agreements	Service Agreement Dated 05/01/2020	\$0.00
	OPI WF Owner LLC	OPI_V00357	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00358	Vendor Agreements	Service Agreement Dated 08/01/2025	\$0.00
RGN-Columbia VI, LLC	FP Patuxent Parkway, LLC	OPI_T01426	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Deed of Lease for Office Space (WS) Dated 11/27/2013	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01427	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Guaranty of Payment (WS) Dated 11/27/2013	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01430	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Deed of Lease for Office Space Dated 09/17/2021	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01431	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Standby LOC No MRDC51871978 Dated 10/06/2021	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01432	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Dated 04/15/2022	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01433	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Dated 04/11/2023	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01222	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Lease Agreement Dated 01/08/2019	\$0.00
Rise Companies Corp.	FP 11 Dupont Circle, LLC	OPI_T01223	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement Dated 06/26/2023	\$0.00
Rite Way Contracting & Painting, LLC	OPI BND Properties LLC	OPI_V00619	Vendor Agreements	Construction Contract Dated 05/24/2024	\$0.00
RM Restoration & Maintenance, LLC	440 First Street LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 1401 K, LLC; GPT Properties Trust; FP 1211 Connecticut Avenue, LLC; FP 840 First Street, LLC	OPI_V00359	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
	440 First Street LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 1401 K, LLC; GPT Properties Trust; FP 1211 Connecticut Avenue, LLC; FP 840 First Street, LLC; 20 Mass Ave TRS Inc.	OPI_V00620	Vendor Agreements	Service Agreement Dated 04/14/2025	\$0.00
RMarcus Government Strategies Inc	GPT Properties Trust	OPI_T00250	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Consent to Sublease Agreement Dated 05/24/2021	\$0.00
RMarcus Government Strategies Inc	OPI BND Properties LLC; OPI BND Properties LLC	OPI_T00260	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 02/01/2018	\$0.00
Rockwell Security, LLC	OPI WF Owner LLC	OPI_V00362	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Rocky Mountain University of Health Professions, Inc.	SIR Properties Trust	OPI_T01710	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Lease Agreement Dated 09/21/2021	\$0.00
	OPI BND Properties LLC	OPI_T01711	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Consent to Sublease Agreement Dated 06/04/2025	\$0.00
	OPI BND Properties LLC	OPI_T01712	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Sublease Agreement	\$0.00
	SIR Properties Trust	OPI_T01695	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Irrevocable Standby LOC No SBFUT301091 Dated 09/21/2021	\$0.00
	SIR Properties Trust	OPI_T01696	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Agreement Dated 02/11/2022	\$0.00
	SIR Properties Trust	OPI_T01697	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Declaration by LL and T(WS) Dated 12/16/2022	\$0.00
	SIR Properties Trust	OPI_T01698	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Agreement Dated 03/28/2023	\$0.00
	OPI BND Properties LLC	OPI_T01699	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - License Agreement Dated 06/08/2023	\$0.00
	SIR Properties Trust	OPI_T01700	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - First Amendment to Lease Dated 11/10/2023	\$0.00
	OPI BND Properties LLC	OPI_T01701	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Dated 03/18/2024	\$0.00
	OPI BND Properties LLC	OPI_T01702	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Advice of Transfer Dated 03/22/2024	\$0.00
	OPI BND Properties LLC; SIR Properties Trust	OPI_T01703	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Letter Agreement (WS) Dated 09/23/2024	\$0.00
	OPI BND Properties LLC	OPI_T01704	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Second Amendment to Lease Dated 12/30/2024	\$0.00
	SIR Properties Trust	OPI_T01705	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Declaration by LL and T (WS) Dated 01/13/2025	\$0.00
	OPI BND Properties LLC	OPI_T01706	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Notice of Default Dated 01/21/2025	\$0.00
	OPI BND Properties LLC	OPI_T01708	Tenant Agreements	1800 Novell Place, Provo, UT 84606 - Amendment No 1 to Irrevocable Standby LOC No SBFUT301091 Dated 07/16/2025	\$0.00
Roofing Services International, Inc. dba RSI Roofing	OPI WF Owner LLC	OPI_V00363	Vendor Agreements	Service Agreement Dated 09/15/2024	\$0.00
Rossi Landscape, Inc.	GPT Properties Trust	OPI_V00364	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Rotating Equipment Specialists, LLC	OPI WF Owner LLC	OPI_V00621	Vendor Agreements	3 Year Predictive Maintenance Program Dated 10/17/2024	\$0.00
RoundPoint Mortgage Servicing Corporation	GPT Properties Trust	OPI_T02349	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Office Building Lease Dated 04/03/2018	\$0.00
	GPT Properties Trust	OPI_T02350	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Memorandum of Lease Dated 04/03/2018	\$0.00
	GPT Properties Trust	OPI_T02351	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - First Amendment to Office Building Lease Dated 09/20/2019	\$0.00
	GPT Properties Trust	OPI_T02352	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Acknowledgement Letter Dated 12/20/2019	\$0.00
	GPT Properties Trust	OPI_T02353	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Temporary Rent Relief Amendment Dated 05/01/2020	\$0.00
	GPT Properties Trust	OPI_T02354	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Sublease Agreement Dated 09/10/2020	\$0.00
RP DC 1211 Connecticut LLC	FP 1211 Connecticut Avenue, LLC	OPI_T01012	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Deed of Lease Dated 02/03/2023	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01013	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Guaranty of Performance Dated 02/03/2023	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01014	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Agreement Dated 02/27/2023	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01015	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Termination of Lease Dated 10/22/2025	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01020	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Amendment No 1 to Irrevocable Standby LOC No 68101844 Dated 03/31/2014	\$0.00
RUCKUS Wireless, INC.	West Java Sunnyvale LLC	OPI_T01724	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - Lease Agreement Dated 03/16/2012	\$0.00
	West Java Sunnyvale LLC	OPI_T01725	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - First Amendment to Lease - Commencement Date Memorandum Dated 08/01/2012	\$0.00
	SIR Properties Trust	OPI_T01726	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - Second Amendment to Lease Dated 09/10/2021	\$0.00
	West Java Sunnyvale LLC	OPI_T01727	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - Guaranty of Lease Dated 09/10/2021	\$0.00
	SIR Properties Trust	OPI_T01728	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - Letter Dated 02/02/2024	\$0.00
	SIR Properties Trust	OPI_T01729	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - Letter Dated 05/22/2024	\$0.00
	West Java Sunnyvale LLC	OPI_T01730	Tenant Agreements	350 West Java Drive, Sunnyvale, CA 94089 - Assignment of Lease Dated 04/01/2025	\$0.00
Ryan Plumbing, Heating, Air Conditioning and Fire Protection LLC	SIR Properties Trust	OPI_V00370	Vendor Agreements	Service Agreement Dated 07/01/2024	\$0.00
S&M Cafe LLC	440 First Street LLC	OPI_T01082	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Consent to Assignment and Assumption of Lease and Third Amendment to Lease Dated 08/27/2023	\$0.00
	440 First Street LLC	OPI_T01083	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Guaranty Dated 08/27/2023	\$0.00
	440 First Street LLC	OPI_T01085	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Form of Guaranty Dated 05/15/2025	\$0.00
	440 First Street LLC	OPI_T01086	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Fourth Amendment to Lease Dated 05/16/2025	\$0.00
Sandbox Holdings, LLC	OPI WF Owner LLC	OPI_T02389	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Office Lease Agreement Dated 02/14/2014	\$0.00
	OPI WF Owner LLC	OPI_T02390	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - First Amendment to Office Lease Dated 06/05/2014	\$0.00
	OPI WF Owner LLC	OPI_T02391	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Second Amendment to Office Lease Dated 11/21/2014	\$0.00
	OPI WF Owner LLC	OPI_T02392	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Third Amendment to Office Lease Dated 02/26/2015	\$0.00
	OPI WF Owner LLC	OPI_T02393	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC No 92440 Dated 02/26/2016	\$0.00
	OPI WF Owner LLC	OPI_T02394	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC Transfer Dated 07/06/2016	\$0.00
	OPI WF Owner LLC	OPI_T02395	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC No 92440 Amendment No 1 Dated 08/23/2016	\$0.00
	OPI WF Owner LLC	OPI_T02396	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Consent to License Agreement Dated 11/18/2016	\$0.00
	OPI WF Owner LLC	OPI_T02397	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Consent to License Agreement Dated 06/21/2017	\$0.00
	OPI WF Owner LLC	OPI_T02398	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC No 92440 Amendment No 2 Dated 07/12/2017	\$0.00
	OPI WF Owner LLC	OPI_T02399	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Consent to First Amendment to License Agreement Dated 07/17/2018	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Sandbox Holdings, LLC	OPI WF Owner LLC	OPI_T02400	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Consent to First Amendment to License Agreement Dated 07/18/2018	\$0.00
	OPI WF Owner LLC	OPI_T02401	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC No 92440 Amendment No 3 Dated 01/17/2020	\$0.00
	OPI WF Owner LLC	OPI_T02402	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC No 92440 Amendment No 4 Dated 02/18/2021	\$0.00
	OPI WF Owner LLC	OPI_T02403	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC Transfer Dated 07/14/2021	\$0.00
	OPI WF Owner LLC	OPI_T02404	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Consent to Sublease and Fourth Amendment Dated 12/16/2021	\$0.00
	OPI WF Owner LLC	OPI_T02405	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Standby LOC No 92440 Amendment No 5 Dated 05/09/2022	\$0.00
	OPI WF Owner LLC	OPI_T02407	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 03/25/2024	\$0.00
	OPI WF Owner LLC	OPI_T02408	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 03/26/2024	\$0.00
Sanders Industrial Equipment Co., Inc.	GPT Properties Trust	OPI_V00374	Vendor Agreements	Service Agreement Dated 05/01/2024	\$0.00
Sarnafil Services, Inc.	Office Properties Income Trust	OPI_V00375	Vendor Agreements	Master Construction Contract Dated 09/09/2018	\$0.00
SavATree	Bayside Pkwy Fremont 2 LLC	OPI_V00658	Vendor Agreements	Construction Contract Dated 9/29/2025	\$0.00
	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00659	Vendor Agreements	Service Order Dated 7/17/24	\$0.00
	West Java Sunnysvale LLC	OPI_V00660	Vendor Agreements	Construction Contract Dated 9/29/2025	\$0.00
	Government Properties Income Trust LLC	OPI_V00376	Vendor Agreements	IGSA Form of Service Agreement Dated 04/01/2024	\$0.00
Schindler Elevator Corporation	Office Properties Income Trust	OPI_V00377	Vendor Agreements	Master Vertical Transportation Services Agreement Dated 01/01/2017	\$0.00
	Office Properties Income Trust	OPI_V00378	Vendor Agreements	First Amendment to Master Vertical Transportation Services Agreement Dated 01/01/2022	\$0.00
Schott Design, Inc.	OPI WF Owner LLC	OPI_V00623	Vendor Agreements	Elevator And Escalator Maintenance Agreement Dated 01/01/2022	\$0.00
	GPT Properties Trust	OPI_V00379	Vendor Agreements	Professional Services Agreement Dated 01/01/2024	\$0.00
Science Applications International Corporation	GPT Properties Trust	OPI_T00933	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - Amended and Restated Office Lease Dated 02/29/2012	\$0.00
	GPT Properties Trust	OPI_T00934	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - Exhibit C - Letter of Understanding Dated 06/12/2012	\$0.00
	GPT Properties Trust	OPI_T00935	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - Exhibit C - Letter of Understanding Dated 01/29/2014	\$0.00
	GPT Properties Trust	OPI_T00936	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - Assignment and Assumption of Lease Dated 01/29/2016	\$0.00
	GPT Properties Trust	OPI_T00938	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - Letter Dated 12/12/2017	\$0.00
	GPT Properties Trust	OPI_T00939	Tenant Agreements	14672 Lee Road, Chantilly, VA 20151 - First Amendment to Lease Dated 05/22/2020	\$0.00
	OPI WF Owner LLC	OPI_T00951	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Deed of Lease Dated 01/27/2005	\$0.00
	OPI WF Owner LLC	OPI_T00952	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 05/26/2005	\$0.00
	OPI WF Owner LLC	OPI_T00953	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - First Amendment to Deed of Lease Dated 09/07/2005	\$0.00
	OPI WF Owner LLC	OPI_T00954	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Second Amendment to Deed of Lease Dated 12/23/2005	\$0.00
	OPI WF Owner LLC	OPI_T00955	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Certificate Affirming Expansion Space A Lease Commencement Date Dated 05/31/2006	\$0.00
	OPI WF Owner LLC	OPI_T00956	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Certificate Affirming Expansion Space B Lease Commencement Date Dated 05/31/2006	\$0.00
	OPI WF Owner LLC	OPI_T00957	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Certificate Affirming Lease Commencement Date Dated 06/02/2006	\$0.00
	OPI WF Owner LLC	OPI_T00958	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Third Amendment to Deed of Lease Dated 07/24/2006	\$0.00
	OPI WF Owner LLC	OPI_T00959	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Fourth Amendment to Deed of Lease Dated 05/09/2007	\$0.00
	OPI WF Owner LLC	OPI_T00960	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Certificate Affirming Expansion Space C Lease Commencement Date Dated 05/10/2007	\$0.00
	OPI WF Owner LLC	OPI_T00961	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Form of Request for Consent to Alterations Landlords Consent Dated 09/24/2007	\$0.00
	OPI WF Owner LLC	OPI_T00962	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Storage Lease Agreement Dated 09/11/2008	\$0.00
	OPI WF Owner LLC	OPI_T00963	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Request for Landlords Consent to Alterations Dated 02/04/2010	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Science Applications International Corporation	OPI WF Owner LLC	OPI_T00964	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Fifth Amendment to Deed of Lease Dated 09/30/2010	\$0.00
	OPI WF Owner LLC	OPI_T00965	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Request for Landlords Consent to Alterations Dated 01/14/2011	\$0.00
	OPI WF Owner LLC	OPI_T00966	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Indemnification Agreement Dated 01/09/2012	\$0.00
	OPI WF Owner LLC	OPI_T00967	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Request for Landlords Consent to Alterations Dated 05/21/2013	\$0.00
Scott Contracting, L.L.C.	OPI WF Owner LLC	OPI_V00381	Vendor Agreements	Construction Contract Dated 03/29/2024	\$0.00
	Government Properties Income Trust LLC	OPI_V00624	Vendor Agreements	Construction Contract Dated 09/20/2023	\$0.00
SCP WQS Lower Holdco, LLC	OPI 25 Exchange LLC	OPI_T02344	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Lease Agreement Dated 03/25/2025	\$0.00
Sectek, Inc.	OPI WF Owner LLC	OPI_V00625	Vendor Agreements	Service Agreement Dated 03/04/2024	\$0.00
Securitas Security Services USA, Inc.	440 First Street LLC; FP 11 Dupont Circle, LLC; Government Properties Income Trust LLC; FP 1401 K, LLC; FP 1211 Connecticut Avenue, LLC; FP 840 First Street, LLC	OPI_V00382	Vendor Agreements	Regional Security Services Agreement Dated 01/01/2025	\$0.00
	Office Properties Income Trust	OPI_V00383	Vendor Agreements	Service Agreement Dated 07/01/2021	\$0.00
SHED Annapolis, LLC dba SHED	ACP East LLC	OPI_T01355	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Lease Agreement Dated 06/16/2023	\$0.00
	ACP East LLC	OPI_T01356	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Guaranty Dated 06/16/2023	\$0.00
SherCo Group Inc.	SIR Properties REIT LLC	OPI_V00385	Vendor Agreements	Service Order Dated 02/12/2025	\$0.00
Shook, Hardy & Bacon, L.L.P.	OPI WF Owner LLC	OPI_T02192	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Office Lease Agreement Dated 08/04/2000	\$0.00
	OPI WF Owner LLC	OPI_T02193	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Amendment Dated 10/30/2000	\$0.00
	OPI WF Owner LLC	OPI_T02194	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Second Amendment Dated 12/10/2000	\$0.00
	OPI WF Owner LLC	OPI_T02195	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Irrevocable Standby LOC No STL5124860 Dated 08/17/2001	\$0.00
	OPI WF Owner LLC	OPI_T02196	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Third Amendment Dated 09/24/2002	\$0.00
	OPI WF Owner LLC	OPI_T02197	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Fourth Amendment Dated 01/23/2003	\$0.00
	OPI WF Owner LLC	OPI_T02198	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Agreement Dated 02/12/2004	\$0.00
	OPI WF Owner LLC	OPI_T02199	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Amendment No 1 to LOC No SLCL124860 Dated 10/12/2007	\$0.00
	OPI WF Owner LLC	OPI_T02200	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Fifth Amendment Dated February 2008	\$0.00
	OPI WF Owner LLC	OPI_T02201	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Agreement Dated 02/29/2008	\$0.00
	OPI WF Owner LLC	OPI_T02202	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Dated 01/07/2014	\$0.00
	OPI WF Owner LLC	OPI_T02203	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Sixth Amendment Dated 01/29/2014	\$0.00
	OPI WF Owner LLC	OPI_T02204	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Dated 02/01/2014	\$0.00
	OPI WF Owner LLC	OPI_T02205	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Seventh Amendment Dated 03/27/2014	\$0.00
	OPI WF Owner LLC	OPI_T02206	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Eighth Amendment Dated 12/31/2014	\$0.00
	SIR Properties Trust	OPI_T02207	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Agreement (WS) Dated 12/03/2018	\$0.00
	SIR Properties Trust	OPI_T02208	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Agreement Dated 05/12/2020	\$0.00
	SIR Properties Trust	OPI_T02209	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Ninth Amendment to Office Lease Dated 06/18/2020	\$0.00
	SIR Properties Trust	OPI_T02210	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Consent to Sublease and Tenth Amendment to Office Lease Dated 12/31/2021	\$0.00
	SIR Properties Trust	OPI_T02211	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Agreement (WS) Dated 02/25/2022	\$0.00
	SIR Properties Trust	OPI_T02212	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Letter Dated 02/16/2023	\$0.00
	SIR Properties Trust	OPI_T02213	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - First Amendment to Consent to Sublease Agreement Dated 03/18/2023	\$0.00
	SIR Properties Trust	OPI_T02214	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Consent to Sublease Agreement and Eleventh Amendment to Office Lease Dated 09/06/2023	\$0.00
	SIR Properties Trust	OPI_T02215	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Sublease Agreement Dated 11/24/2021	\$0.00
	OPI WF Owner LLC	OPI_T02216	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - First Amendment to Sublease Dated 01/24/2023	\$0.00
	SIR Properties Trust	OPI_T02217	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Sublease Agreement Dated 06/12/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Siemens Industry, Inc	OPI WF Owner LLC	OPI_V00626	Vendor Agreements	Service Agreement Dated 12/13/2024	\$0.00
Sikich LLC	OPI Notex Properties LLC	OPI_T01930	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Office Lease Agreement Dated 06/10/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01931	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Agreement Dated 07/07/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01932	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Commencement Date Agreement Dated 12/06/2011	\$0.00
	OPI Notex Properties LLC	OPI_T01933	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Irrevocable Standby LOC No HACH526708OS Dated 04/05/2017	\$0.00
	OPI Notex Properties LLC	OPI_T01934	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Advice of Transfer for Irrevocable Standby LOC No HACH526708OS Dated 10/10/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01935	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Amendment No 1 to Irrevocable Standby Letter of Credit No HACH526708OS Dated 12/18/2019	\$0.00
	OPI Notex Properties LLC	OPI_T01936	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 12/20/2023	\$0.00
	OPI Notex Properties LLC	OPI_T01937	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 01/10/2024	\$0.00
	OPI Notex Properties LLC	OPI_T01938	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Certificate of Formation Dated 05/06/2024	\$0.00
	SIR Properties REIT LLC	OPI_T01939	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Office Sublease Agreement Dated 06/30/2015	\$0.00
	SIR Properties REIT LLC	OPI_T01940	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Sublease Dated 08/02/2023	\$0.00
	OPI Notex Properties LLC	OPI_T01942	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Agreement Dated 03/28/2025	\$0.00
SK Research, LLC	FP Patuxent Parkway, LLC	OPI_T01434	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Deed of Lease for Office Space (WS) Dated 07/02/2014	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01436	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Exhibit C - Declaration of Lease Commencement (WS) Dated 09/16/2015	\$0.00
Sky Rider Equipment Company, Inc.	OPI BND Properties LLC	OPI_V00387	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
Skyline Fall Protection, Inc.	SIR Philadelphia LLC	OPI_V00388	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Skyriders Window Cleaning Inc.	SIR Campbell Place Inc.	OPI_V00389	Vendor Agreements	Service Agreement Dated 11/01/2022	\$0.00
	OPI WF Owner LLC	OPI_V00390	Vendor Agreements	Service Agreement Dated 04/23/2024	\$0.00
Skyview Goose Control	SIR Properties Trust	OPI_V00391	Vendor Agreements	Service Order Dated 10/01/2022	\$0.00
Smithereen Pest Management Services	OPI WF Owner LLC	OPI_V00392	Vendor Agreements	Pest Control Service Agreement Dated 01/01/2025	\$0.00
Snyder Kearney, LLC	FP Patuxent Parkway, LLC	OPI_T01437	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Assignment of and First Amendment to Lease Dated 01/15/2016	\$0.00
	GOV NEW OPPTY LP; FP Patuxent Parkway, LLC	OPI_T01438	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Amendment to Lease (Storage Space) Dated 01/15/2016	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01439	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease of Storage Space Dated 02/02/2023	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01435	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Exhibit F - Guaranty of Performance (WS)	\$0.00
Softech, Inc.	FP Patuxent Parkway, LLC	OPI_T01440	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 04/19/2022	\$0.00
Solid Property Services, Inc.	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00393	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00394	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Solid Surface Care, Inc.	OPI WF Owner LLC	OPI_V00627	Vendor Agreements	Service Agreement Dated 12/18/2023	\$0.00
	OPI WF Owner LLC	OPI_V00395	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Sonesta DC Hotel LLC	20 Mass Ave TRS Inc.	OPI_M00003	Management Agreements	Hotel Management Agreement Dated 1/1/2025	\$0.00
Sonoma Biotherapeutics, Inc.	Elliott Ave Seattle LLC	OPI_T02463	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Lease Agreement (WS) Dated 08/17/2022	\$0.00
	Elliott Ave Seattle LLC	OPI_T02464	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Irrevocable Standby Letter of Credit No 211316086-26151801 Dated 08/22/2022	\$0.00
	Elliott Ave Seattle LLC	OPI_T02465	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Irrevocable Standby Letter of Credit No NUSCGS047307 Dated 05/01/2023	\$0.00
	Elliott Ave Seattle LLC	OPI_T02466	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Letter Dated 05/03/2023	\$0.00
	Elliott Ave Seattle LLC	OPI_T02467	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - First Amendment to Lease (WS) Dated 02/09/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02468	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Fitness Center Agreement Dated 05/18/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02469	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Declaration by LL And T Dated 08/21/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02470	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Consent to Sublease Agreement and Second Amendment to Lease Dated 07/25/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Sonoma Biotherapeutics, Inc.	Elliott Ave Seattle LLC	OPI_T02471	Tenant Agreements	501 Elliott Ave West, Seattle, WA 98119 - Sublease Agreement Dated 06/18/2025	\$0.00
	GPT Properties Trust	OPI_T00946	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Fourth Amendment Dated 03/20/2020	\$0.00
	GPT Properties Trust	OPI_T00948	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Fifth Amendment to Office Lease Dated 11/15/2022	\$0.00
	GPT Properties Trust; GPT Properties Trust	OPI_T00949	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Consent to Assignment and Assumption of Lease Dated 04/29/2024	\$0.00
Sound, Inc.	OPI WF Owner LLC	OPI_V00396	Vendor Agreements	Service Order Dated 02/28/2024	\$0.00
Southern California Public Power Authority	GPT Properties Trust	OPI_T00265	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Standard Office Lease Dated 03/04/2005	\$0.00
	GPT Properties Trust	OPI_T00266	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Standard Office Lease Dated January 2007	\$0.00
	GPT Properties Trust	OPI_T00267	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Standard Office Lease (WS) Dated 11/18/2011	\$0.00
	GPT Properties Trust	OPI_T00268	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Renewal Notice (WS) Dated 06/12/2014	\$0.00
	GPT Properties Trust	OPI_T00269	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Renewal Notice Dated 06/30/2014	\$0.00
	GPT Properties Trust	OPI_T00270	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Agreement Dated 07/17/2014	\$0.00
	GPT Properties Trust	OPI_T00271	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Amendment to Standard Office Lease (WS) Dated 08/21/2014	\$0.00
	GPT Properties Trust	OPI_T00272	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Amendment to Standard Office Lease (WS) Dated 08/31/2015	\$0.00
	GPT Properties Trust	OPI_T00273	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Exhibit C - Declaration by LL and T (WS) Dated 03/08/2016	\$0.00
Southern California Public Power Authority	GPT Properties Trust; GPT Properties Trust	OPI_T00274	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Consent to Sublease Agreement Dated 04/15/2020	\$0.00
Southern California Public Power Authority	GPT Properties Trust	OPI_T00275	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fifth Amendment to Standard Office Lease Dated 01/24/2023	\$0.00
Southern California Public Power Authority	GPT Properties Trust; GPT Properties Trust	OPI_T00276	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Consent to Sublease Agreement Dated 01/25/2023	\$0.00
	GPT Properties Trust; GPT Properties Trust	OPI_T00277	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Sublease Agreement Dated 12/19/2011	\$0.00
	GPT Properties Trust; GPT Properties Trust	OPI_T00278	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Sublease Agreement Dated 10/19/2015	\$0.00
	GPT Properties Trust; GPT Properties Trust	OPI_T00279	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Sublease Agreement Dated 01/24/2023	\$0.00
Southern Fire Sprinkler Inc.	Government Properties Income Trust LLC	OPI_V00397	Vendor Agreements	Service Agreement Dated 02/20/2023	\$0.00
Southwest Mechanical Services Inc.	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00398	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Southwood Financial LLC	FP Atlantic Corporate Park, LLC	OPI_T01335	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Third Amendment to Deed to Lease Dated 07/18/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01336	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Fourth Amendment to Deed of Lease Dated 08/15/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01337	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Fifth Amendment to Deed of Lease Dated 04/06/2025	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01338	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Declaration by LL and T Dated 10/02/2025	\$0.00
Specialized A.C. Mechanical Services LLC (SAM Services)	OPI BND Properties LLC; SIR Properties Trust	OPI_V00400	Vendor Agreements	Contract for time & materials Dated 07/01/2025	\$0.00
Spectrum Gulf Coast, LLC	OPI Notex Properties LLC	OPI_T01842	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - Right of Entry Agreement (WS) Dated 10/22/2018	\$0.00
	OPI Notex Properties LLC	OPI_T01843	Tenant Agreements	16001 North Dallas Parkway, Addison, TX 75001 - Certificate of Amendment Dated 09/13/2018	\$0.00
	SIR Irving (Freeport) LLC	OPI_T02086	Tenant Agreements	8675,8701-8711 Freeport Pkwy and 8901 Esters Blvd, Irving, TX 75063 - Right of Entry Agreement (WS) Dated 03/23/2017	\$0.00
	SIR Irving (Freeport) LLC	OPI_T02087	Tenant Agreements	8675,8701-8711 Freeport Pkwy and 8901 Esters Blvd, Irving, TX 75063 - Certificate of Amendment Dated 09/13/2018	\$0.00
	SIR Irving (Freeport) LLC	OPI_T02088	Tenant Agreements	8675,8701-8711 Freeport Pkwy and 8901 Esters Blvd, Irving, TX 75063 - Right of Entry Agreement Dated 10/13/2017	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02103	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Right of Entry Agreement (WS) Dated 05/01/2018	\$0.00
	SIR REIT New Braunfels LLC	OPI_T02104	Tenant Agreements	1511 East Common Street, New Braunfels, TX 78130 - Certificate of Amendment Dated 09/13/2018	\$0.00
Spectrum Mid-America, LLC	SIR Properties Trust	OPI_T02218	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Right of Entry Agreement (WS) Dated 04/16/2019	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Spectrum Mid-America, LLC	SIR Properties Trust	OPI_T02219	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - First Amendment to Right of Entry Agreement Dated 12/02/2019	\$0.00
Spectrum Southeast, LLC	GPT Properties Trust	OPI_T02355	Tenant Agreements	446 Wrenplace Road, Fort Mill, SC 29715 - Commercial Account Right of Entry Agreement Dated 10/21/2019	\$0.00
Sphere of Influence, Inc.	FP 1775 Wiehle Avenue, LLC	OPI_T01255	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Lease Agreement Dated 06/18/2024	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01256	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Declaration by LL and T- Dated 10/21/2024	\$0.00
SRAM, LLC	OPI WF Owner LLC	OPI_T02406	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Consent to Sublease and Fifth Amendment Dated 12/16/2022	\$0.00
	OPI WF Owner LLC	OPI_T02410	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Sublease Agreement Dated 12/13/2022	\$0.00
	OPI WF Owner LLC	OPI_T02411	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Amended And Restated Lease Agreement Dated 06/14/2013	\$0.00
	OPI WF Owner LLC	OPI_T02412	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Memorandum of Lease Dated 06/14/2013	\$0.00
	OPI WF Owner LLC	OPI_T02413	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Agreement Dated 06/14/2013	\$0.00
	OPI WF Owner LLC	OPI_T02414	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Commencement Letter Dated 01/30/2015	\$0.00
	OPI WF Owner LLC	OPI_T02415	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 08/18/2022	\$0.00
	OPI WF Owner LLC	OPI_T02416	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Dated 08/18/2022	\$0.00
Standard Solar, Inc.	FP Redland Technology Center LLC	OPI_T01514	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - First Amendment to Lease (WS) Dated 10/11/2019	\$0.00
	FP Redland Technology Center LLC	OPI_T01515	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Irrevocable Standby Letter of Credit No SVBSF014296 Dated 08/27/2019	\$0.00
	FP Redland Technology Center LLC	OPI_T01516	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Amendment No 1 to Irrevocable Standby Letter of Credit No SVBSF014296 Dated 10/25/2019	\$0.00
	FP Redland Technology Center LLC	OPI_T01517	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Declaration by LL and T Dated 06/02/2020	\$0.00
	FP Redland Technology Center LLC	OPI_T01518	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 01/30/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01519	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 03/13/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01520	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 03/27/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01521	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 07/21/2019	\$0.00
	FP Redland Technology Center LLC	OPI_T01522	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Irrevocable Standby Letter of Credit No S106159 Dated 03/22/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01523	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Amendment No 1 to Irrevocable Standby Letter of Credit No S106159 Dated 06/11/2024	\$0.00
Starplast USA LLC	GPT Properties Trust	OPI_T00842	Tenant Agreements	2101 Bermuda Hundred Drive, Chester, VA 23836 - Deed of Lease Dated 12/29/2021	\$0.00
	GPT Properties Trust	OPI_T00843	Tenant Agreements	2101 Bermuda Hundred Drive, Chester, VA 23836 - Guaranty Dated 12/29/2021	\$0.00
	GPT Properties Trust	OPI_T00844	Tenant Agreements	2101 Bermuda Hundred Drive, Chester, VA 23836 - Legal Opinion Dated 12/29/2021	\$0.00
Starpower Communications, LLC	FP 11 Dupont Circle, LLC	OPI_T01224	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - License Agreement Dated 08/03/2015	\$0.00
State of California - Dept of Consumer Affairs Bureau of Automotive Repairs	SIR Properties REIT LLC	OPI_T00846	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Amendment to Lease No 1 Dated 12/27/2012	\$0.00
	SIR Properties REIT LLC	OPI_T00847	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Letter Agreement Dated 05/11/2012	\$0.00
	SIR Properties REIT LLC	OPI_T00848	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Memorandum Dated 07/31/2012	\$0.00
	SIR Properties REIT LLC	OPI_T00849	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Letter Dated 09/23/2013	\$0.00
	GPT Properties Trust	OPI_T00850	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Amendment to Lease No 2 (WS) Dated 09/07/2018	\$0.00
	SIR Properties REIT LLC	OPI_T00851	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Memorandum Dated 03/17/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00852	Tenant Agreements	10949 N. Mather Boulevard, Rancho Cordova, CA 95670 - Letter Agreement Dated 05/11/2012	\$0.00
State of California - DOF	GPT Properties Trust	OPI_T00280	Tenant Agreements	915 L Street, Sacramento, CA 95814 - State of California Standard Lease Form No 4327-001 (WS) Dated 06/01/2023	\$0.00
	GPT Properties Trust	OPI_T00281	Tenant Agreements	915 L Street, Sacramento, CA 95814 - DVBE Program Certification Sheet Dated 07/10/2023	\$0.00
	GPT Properties Trust	OPI_T00282	Tenant Agreements	915 L Street, Sacramento, CA 95814 - CPI Adjustment Notice Dated 07/13/2023	\$0.00
	GPT Properties Trust	OPI_T00283	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Amendment to Lease (WS) Dated 12/05/2023	\$0.00
	GPT Properties Trust; OPI BND Properties LLC	OPI_T00284	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 02/27/2024	\$0.00
	GPT Properties Trust; OPI BND Properties LLC	OPI_T00285	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 03/12/2024	\$0.00
	OPI BND Properties LLC	OPI_T00286	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Amendment to Lease (WS) Dated 05/16/2024	\$0.00
	GPT Properties Trust	OPI_T00287	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Memorandum Dated 07/15/2024	\$0.00
	GPT Properties Trust	OPI_T00288	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Memorandum Dated 07/22/2025	\$0.00
	GPT Properties Trust	OPI_T00289	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Memorandum Dated 07/22/2025	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
State of California - Employment Development Department	GPT Properties Trust	OPI_T00573	Tenant Agreements	9815 Goethe Road, Sacramento, CA 95827 - Standard Lease Form (WS) Dated 07/17/2023	\$0.00
	GPT Properties Trust	OPI_T00574	Tenant Agreements	9815 Goethe Road, Sacramento, CA 95827 - Administrative Requirements Division 4 - Reference Forms Dated 08/10/2023	\$0.00
	OPI BND Properties LLC	OPI_T00575	Tenant Agreements	9815 Goethe Road, Sacramento, CA 95827 - Letter Dated 02/27/2024	\$0.00
	OPI BND Properties LLC	OPI_T00576	Tenant Agreements	9815 Goethe Road, Sacramento, CA 95827 - Amendment to Lease No 1 (WS) Dated 03/06/2024	\$0.00
	GPT Properties Trust	OPI_T00577	Tenant Agreements	9815 Goethe Road, Sacramento, CA 95827 - Memorandum Dated 07/15/2024	\$0.00
	OPI BND Properties LLC	OPI_T00578	Tenant Agreements	9815 Goethe Road, Sacramento, CA 95827 - Memorandum Dated 07/22/2025	\$0.00
State of California - Legislative Counsel Bureau	GPT Properties Trust	OPI_T00289	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement(WS) Dated 10/08/2018	\$0.00
	GPT Properties Trust	OPI_T00290	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 04/09/2020	\$0.00
	GPT Properties Trust	OPI_T00291	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 03/16/2021	\$0.00
	GPT Properties Trust	OPI_T00292	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Amendment No 1 of Lease Dated 05/16/2023	\$0.00
	GPT Properties Trust	OPI_T00293	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 12/04/2023	\$0.00
State of California - PUC	GPT Properties Trust	OPI_T00295	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Standard Lease Form (WS) Dated 02/22/2023	\$0.00
	GPT Properties Trust; OPI BND Properties LLC	OPI_T00296	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 02/27/2024	\$0.00
	GPT Properties Trust; OPI BND Properties LLC	OPI_T00297	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Dated 03/12/2024	\$0.00
	GPT Properties Trust	OPI_T00298	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Memorandum Dated 05/15/2024	\$0.00
State of Maryland	Government Properties Income Trust LLC	OPI_T00165	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - State of Maryland Standard Lease Form (WS) Dated 04/17/2013	\$0.00
	Government Properties Income Trust LLC	OPI_T00166	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - Acceptance of Space MTA Renewal-Renovation Dated 05/01/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00167	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - Acceptance of Space DHMH Renewal-Renovations Dated 05/01/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00168	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - Supplemental Lease Agreement No 1 Dated 04/27/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00169	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - Letter Dated 09/05/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00170	Tenant Agreements	4201 Patterson Avenue, Baltimore, MD 21215 - Letter Dated 04/17/2025	\$0.00
State of Minnesota	Government Properties Income Trust LLC	OPI_T00184	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Right of Entry Agreement (WS) Dated 03/16/2017	\$0.00
State of Minnesota - Minnesota State Lottery	Government Properties Income Trust LLC	OPI_T00172	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - State of Minnesota Lease No 12472 Dated 02/29/2024	\$0.00
	OPI Notex Properties LLC	OPI_T00173	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Transfer of Ownership for Lease No 12472 Dated 12/20/2024	\$0.00
	OPI Notex Properties LLC	OPI_T00174	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Amendment of Lease No 1 2-24-2024	\$0.00
	OPI Notex Properties LLC	OPI_T00175	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Change Order No 1, Amendment No 18 to Lease No 11295 and Lease No 12472 Dated 01/29/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00176	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Change Order No 2, Amendment No 18 to Lease No 11295 and Lease No 12472 Dated 02/27/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00177	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Change Order No 3, Amendment No 18 to No 11295 and Lease No 12472 Dated 03/17/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00178	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Change Order No 4, Amendment No 18 to Lease No 11295 and Lease No 12472 Dated 03/27/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00179	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Amendment of Lease No 2 to Lease No 12472 Dated 04/25/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00180	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Change Order No 5 Amendment No 18 to Lease No 11295 and Lease No 12472 Dated 05/30/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00181	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Change Order No 6, Amendment No 18 to Lease No 11295 and Lease No 12472 Dated 06/26/2025	\$0.00
	OPI Notex Properties LLC	OPI_T00182	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Amendment of Lease No 3 to Lease No 12472 (WS) Dated 10/16/2025	\$0.00
	OPI Notex Properties LLC; OPI Notex Properties LLC	OPI_T00183	Tenant Agreements	2645 and 2655 Long Lake Road, Roseville, MN 55113 - Sublease Agreement No S-9073 Dated 02/29/2024	\$0.00
State Properties Commission	GPT Properties LLC	OPI_T00635	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement No 7207 (WS) Dated 06/07/2016	\$0.00
	GPT Properties LLC	OPI_T00636	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 07/06/2016	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
State Properties Commission	GPT Properties LLC	OPI_T00637	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 10/25/2016	\$0.00
	OPI WF Owner LLC	OPI_T00638	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment (WS) Dated 10/31/2016	\$0.00
	GPT Properties LLC	OPI_T00639	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 06/21/2017	\$0.00
	OPI WF Owner LLC	OPI_T00640	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Email Dated 07/09/2017	\$0.00
	GPT Properties LLC	OPI_T00641	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 08/04/2017	\$0.00
	GPT Properties LLC	OPI_T00642	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 10/26/2017	\$0.00
	GPT Properties LLC	OPI_T00643	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 11/01/2017	\$0.00
	OPI WF Owner LLC	OPI_T00644	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment (WS) Dated 04/08/2018	\$0.00
	GPT Properties LLC	OPI_T00645	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 05/17/2018	\$0.00
	GPT Properties LLC	OPI_T00646	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement (WS) Dated 07/30/2019	\$0.00
	GPT Properties LLC	OPI_T00647	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 01/04/2022	\$0.00
	GPT Properties LLC	OPI_T00648	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Letter Agreement Dated 04/12/2023	\$0.00
	OPI WF Owner LLC	OPI_T00649	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Third Amendment Dated 07/07/2025	\$0.00
	OPI WF Owner LLC	OPI_T00650	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Sublease Agreement (WS) Dated 06/07/2016	\$0.00
	GPT Properties Trust	OPI_T00940	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Office Lease Agreement Dated 07/14/2006	\$0.00
	GPT Properties Trust	OPI_T00941	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - First Amendment to Office Lease Dated 10/16/2016	\$0.00
	GPT Properties Trust	OPI_T00942	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Exhibit C - Letter of Understanding	\$0.00
	GPT Properties Trust	OPI_T00943	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Second Amendment to Office Lease Dated 12/01/2014	\$0.00
	GPT Properties Trust	OPI_T00944	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Third Amendment to Office Lease Dated 12/07/2016	\$0.00
	GPT Properties Trust	OPI_T00945	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter (Wet Signature) Dated 07/09/2018	\$0.00
	GPT Properties Trust	OPI_T00947	Tenant Agreements	14668 Lee Road, Chantilly, VA 20151 - Letter Agreement Dated 04/03/2020	\$0.00
Stephen Gould Corporation	FP 540 Gaither, LLC	OPI_T01555	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 10/26/2023	\$0.00
	FP 540 Gaither, LLC	OPI_T01556	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Declaration by LL and T Dated 09/16/2025	\$0.00
Storefront Glass Door and More, LLC	GPT Properties Trust; SIR Properties Trust	OPI_V00401	Vendor Agreements	Service Order Dated 01/23/2025	\$0.00
Stuart Dean Company Inc.	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC	OPI_V00403	Vendor Agreements	Service Agreement Dated 07/01/2022	\$0.00
	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC	OPI_V00404	Vendor Agreements	Service Agreement Dated 07/01/2025	\$0.00
Sullivan & McLaughlin Companies, Inc.	GPT Properties LLC; GPT Properties Trust; OPI BND Properties LLC; SIR Properties Trust	OPI_V00405	Vendor Agreements	Infrared Testing Service Order Dated 06/01/2024	\$0.00
	Office Properties Income Trust	OPI_V00628	Vendor Agreements	Service Order Dated 06/10/2024	\$0.00
	GPT Properties LLC; GPT Properties Trust; OPI BND Properties LLC; SIR Properties Trust	OPI_V00629	Vendor Agreements	Service Order Dated 06/10/2024	\$0.00
	SIR Properties Trust				
Summit Strategies Government Affairs, LLC	440 First Street LLC	OPI_T01087	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease Dated 07/12/2019	\$0.00
	440 First Street LLC	OPI_T01088	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Consent to Occupancy Dated 04/01/2020	\$0.00
	440 First Street LLC	OPI_T01089	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - First Amendment to Lease Dated 12/29/2022	\$0.00
Super Crown Books Corporation	FP 11 Dupont Circle, LLC	OPI_T01199	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Lease Agreement Dated 11/24/1992	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01200	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Dated 04/08/1993	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01201	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement Dated 04/26/1993	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01202	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Agreement Dated 02/18/1997	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01203	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Letter Dated 04/09/1997	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Super Crown Books Corporation	FP 11 Dupont Circle, LLC; FP 11 Dupont Circle, LLC	OPI_T01204	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Guaranty Dated 03/28/2001	\$0.00
Superior Cleaning Equipment, Inc.	SIR Properties REIT LLC	OPI_V00407	Vendor Agreements	Service Agreement Dated 06/01/2025	\$0.00
Superior Plantings LLC	FP Atlantic Corporate Park, LLC; FP 1775 Wiehle Avenue, LLC	OPI_V00409	Vendor Agreements	Service Agreement Dated 10/15/2022	\$0.00
Sweeping Corporation of America, LLC	OPI WF Owner LLC	OPI_V00630	Vendor Agreements	Service Agreement Dated 02/01/2024	\$0.00
T&B Electric Co Inc	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.; OPI WF Owner LLC	OPI_V00414	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
Tambe Electric Inc.	SIR Properties Trust	OPI_V00416	Vendor Agreements	Service Order Dated 10/01/2024	\$0.00
	GPT Properties LLC	OPI_T02333	Tenant Agreements	126-132 North Washington Street, Boston, MA 02114 - Standard Form Apartment Lease (Fixed Term) Dated 10/09/2025	\$0.00
TASTYWORKS, INC.	OPI WF Owner LLC	OPI_T02409	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Sublease Agreement Dated 10/20/2021	\$0.00
Tate Access Floors, Inc.	OPI 25 Exchange LLC	OPI_T01827	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Consent to Sublease Agreement and Second Amendment to Lease Dated 03/11/2025	\$0.00
	SIR Properties Trust	OPI_T01829	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - Sublease Agreement Dated 11/06/2024	\$0.00
	SIR Properties Trust	OPI_T01830	Tenant Agreements	7001 Columbia Gateway Drive, Columbia, MD 21046 - First Amendment to Sublease Dated 03/04/2025	\$0.00
Tech Painting Company, Inc.	GPT Properties Trust; SIR Properties Trust	OPI_V00421	Vendor Agreements	Service Order Dated 01/06/2025	\$0.00
TechNet	OPI BND Properties LLC; OPI BND Properties LLC	OPI_T00259	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 01/01/2018	\$0.00
Technology Network	GPT Properties Trust; GPT Properties Trust	OPI_T00249	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Consent to Sublease Agreement Dated 05/24/2021	\$0.00
Tecta America Weatherguard LLC	GPT Properties Trust	OPI_V00422	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
Terra Nova Title & Settlement Services LLC	FP 1211 Connecticut Avenue, LLC	OPI_T01016	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Deed of Lease for Office Space (WS) Dated 10/01/2015	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01017	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - First Amendment to Deed of Lease (WS) Dated 06/02/2021	\$0.00
TerraGo Technologies, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01339	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease for Office Space (WS) Dated 12/31/2013	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01340	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Irrevocable Standby LOC No LC21269-601 Dated 05/16/2014	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01341	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Statement Specifying Commencement Date and Termination Date Dated 07/21/2014	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01342	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - 1st Amendment to Irrevocable Standby LOC No LC21269-601 Dated 03/08/2016	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01343	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - First Amendment to Lease Dated 03/22/2021	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01344	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Letter Dated 03/25/2021	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01345	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Second Amendment to Lease Dated 06/01/2021	\$0.00
Tesla Systems, Inc.	GPT Properties LLC; GPT Properties Trust; SIR Properties Trust; SIR Westford LLC	OPI_V00424	Vendor Agreements	Service Order Dated 02/01/2024	\$0.00
TGS-NOPEC Geophysical Company	Clay Road Houston LLC	OPI_T02072	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Master Office Lease Agreement Dated 11/27/2012	\$0.00
	Clay Road Houston LLC	OPI_T02073	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Guaranty of Master Lease Agreement Dated 11/27/2012	\$0.00
	Clay Road Houston LLC	OPI_T02074	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - First Amendment to Master Office Lease Agreement Dated 12/28/2012	\$0.00
	Clay Road Houston LLC	OPI_T02075	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Memorandum of Master Office Lease Agreement Dated December 2012	\$0.00
	Clay Road Houston LLC	OPI_T02076	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Second Amendment to Master Office Lease Agreement Dated 04/19/2013	\$0.00
	Clay Road Houston LLC	OPI_T02077	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Third Amendment to Master Office Lease Agreement Dated 06/25/2013	\$0.00
	Clay Road Houston LLC	OPI_T02078	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Fourth Amendment to Master Office Lease Agreement Dated 10/29/2013	\$0.00
	Clay Road Houston LLC	OPI_T02079	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Assignment and Assumption of Lease and Warranties (WS) Dated 11/01/2013	\$0.00
	Clay Road Houston LLC	OPI_T02080	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Tenant Notice Letter (WS) Dated 11/01/2013	\$0.00
	Clay Road Houston LLC	OPI_T02081	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Letter Dated 12/01/2014	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
TGS-NOPEC Geophysical Company	Clay Road Houston LLC	OPI_T02083	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Fifth Amendment to Lease Dated 02/10/2020	\$0.00
	Clay Road Houston LLC	OPI_T02084	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Sixth Amendment to Master Office Lease Agreement Dated 07/21/2021	\$0.00
	Clay Road Houston LLC	OPI_T02085	Tenant Agreements	10451 Clay Road, Houston, TX 77041 - Letter Agreement (WS) Dated 02/04/2022	\$0.00
The Association for Competitive Technology	FP 1401 K, LLC	OPI_T01168	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement (WS) Dated 08/29/2005	\$0.00
	FP 1401 K, LLC	OPI_T01169	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Form of First Amendment to Lease Dated 12/14/2005	\$0.00
	FP 1401 K, LLC	OPI_T01170	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Second Amendment to Lease Dated 08/06/2014	\$0.00
	FP 1401 K, LLC	OPI_T01171	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Third Amendment to Lease (WS) Dated 06/06/2019	\$0.00
	FP 1401 K, LLC	OPI_T01172	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Storage Space License Agreement (WS) Dated 12/15/2005	\$0.00
	FP 1401 K, LLC	OPI_T01173	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Storage Space License (WS) Dated 09/16/2011	\$0.00
The Beauty of the Land LLC	SIR Properties REIT LLC	OPI_V00425	Vendor Agreements	Service Agreement Dated 04/01/2024	\$0.00
The Beer Institute, Inc.	440 First Street LLC	OPI_T01091	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter of Credit No F857003 Dated 04/14/2014	\$0.00
	440 First Street LLC	OPI_T01093	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Letter Dated 03/19/2024	\$0.00
The Board of County Supervisors of Prince William County	GPT Properties Trust	OPI_T00984	Tenant Agreements	7987 Ashton Avenue, Manassas, VA 20109 - Lease Agreement Dated 09/01/1987	\$0.00
	GPT Properties Trust	OPI_T00985	Tenant Agreements	7987 Ashton Avenue, Manassas, VA 20109 - Addendum Dated 10/19/1988	\$0.00
	GPT Properties Trust	OPI_T00986	Tenant Agreements	7987 Ashton Avenue, Manassas, VA 20109 - Addendum No 360 Dated 10/01/1991	\$0.00
	GPT Properties Trust	OPI_T00987	Tenant Agreements	7987 Ashton Avenue, Manassas, VA 20109 - Amendment to Lease Agreement Dated 02/19/1998	\$0.00
	GPT Properties Trust	OPI_T00988	Tenant Agreements	7987 Ashton Avenue, Manassas, VA 20109 - Second Amendment to Lease Agreement	\$0.00
	GPT Properties Trust	OPI_T00990	Tenant Agreements	7987 Ashton Avenue, Manassas, VA 20109 - Fourth Amendment to Lease (WS) Dated 09/15/2025	\$0.00
The Brand Guild, Inc.	Government Properties Income Trust LLC; 20 Mass Ave TRS Inc.	OPI_V00631	Vendor Agreements	Public Relations Agency Agreement Dated 01/01/2024	\$0.00
The Children's Defense Fund	FP 840 First Street, LLC	OPI_T01107	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Lease Agreement Dated 02/26/2019	\$0.00
	FP 840 First Street, LLC	OPI_T01108	Tenant Agreements	840 First Street, NE, Washington, DC 20002 - Declaration by LL and T (WS) Dated 12/19/2019	\$0.00
The Growing Company, Inc.	GPT Properties Trust	OPI_V00426	Vendor Agreements	Service Order Dated 11/01/2022	\$0.00
	GPT Properties Trust	OPI_V00632	Vendor Agreements	Service Order Dated 10/20/2022	\$0.00
The Henry L. Stimson Center	FP 1211 Connecticut Avenue, LLC	OPI_T01018	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Deed of Lease for Office Space (WS) Dated 12/31/2012	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01019	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Irrevocable Standby LOC No 68101844 Dated 02/27/2014	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01021	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - First Amendment to Deed of Lease (WS) Dated 01/28/2015	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01022	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Amendment No 2 to Irrevocable Standby LOC No 68101844 Dated 05/07/2014	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01024	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Agreement (WS) Dated 03/26/2021	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01025	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Second Amendment to Deed of Lease Dated 12/10/2021	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01026	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Letter Agreement Dated 10/07/2022	\$0.00
	FP 1211 Connecticut Avenue, LLC	OPI_T01027	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Third Amendment to Deed of Lease Dated 10/29/2025	\$0.00
The Hiller Companies, LLC	FP 1211 Connecticut Avenue, LLC; FP 1211 Connecticut Avenue, LLC	OPI_T01028	Tenant Agreements	1211 Connecticut Avenue, NW, Washington, DC 20036 - Agreement of Sublease Dated 09/29/2015	\$0.00
The Hiller Companies, LLC	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00427	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00428	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
The Interior Design Group, Ltd.	SIR Properties REIT LLC	OPI_V00429	Vendor Agreements	Professional Services Agreement Dated 03/01/2024	\$0.00
The Korth Companies, Inc. dba Korth Construction	OPI WF Owner LLC	OPI_V00430	Vendor Agreements	Construction Contract Dated 06/17/2024	\$0.00
	SIR Properties Trust	OPI_V00431	Vendor Agreements	Construction Contract Dated 10/13/2023	\$0.00
	SIR Properties Trust	OPI_V00432	Vendor Agreements	Construction Contract Dated 10/13/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
The Korth Companies, Inc. dba Korth Construction	OPI WF Owner LLC	OPI_V00633	Vendor Agreements	Construction Contract Dated 06/17/2024	\$0.00
The Mathematical Association of America	FP 11 Dupont Circle, LLC	OPI_T01225	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Deed of Lease Dated 12/08/2021	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01226	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Secretary's Certificate (WS) Dated 12/08/2021	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01227	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - First Amendment to Deed of Lease Dated 3/11/2022	\$0.00
The Northern Trust Company	OPI Notex Properties LLC	OPI_T01909	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Consent to Alterations Dated 03/23/2011	\$0.00
	SIR Properties REIT LLC	OPI_T01944	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Letter Dated 10/12/2022	\$0.00
	OPI Notex Properties LLC	OPI_T01946	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Second Amendment to Lease Dated 04/04/2025	\$0.00
The People of the State of New York (L-002380)	GPT Properties Trust	OPI_T00672	Tenant Agreements	10b Airline Drive, Colonie, NY 12205 - Agreement of Lease (WS) Dated 01/27/2021	\$0.00
	GPT Properties Trust	OPI_T00673	Tenant Agreements	10b Airline Drive, Colonie, NY 12205 - Letter(Not Available) Dated 02/25/2012	\$0.00
	GPT Properties Trust	OPI_T00674	Tenant Agreements	10b Airline Drive, Colonie, NY 12205 - Letter Dated 09/29/2021	\$0.00
The Porter Group, Inc.	FP Patuxent Parkway, LLC	OPI_T01441	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Deed of Lease for Office Space (WS) Dated 12/13/2011	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01442	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Deed of Lease (WS) Dated 06/15/2016	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01443	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease Dated 12/19/2019	\$0.00
The Reinforced Earth Company, Inc.	FP Atlantic Corporate Park, LLC	OPI_T01305	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Irrevocable Standby LOC No 70003960 Dated 05/06/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01306	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Deed of Lease Dated 05/07/2019	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01307	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Amendment No 1 to Irrevocable Standby LOC No 70003960 Dated 12/08/2022	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01308	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Irrevocable Standby LOC No HACH7093980S Dated 01/31/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01309	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Letter Dated 02/22/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01310	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Certificate of Amendment of Certificate of Incorporation Dated 02/11/2025	\$0.00
The RMR Group LLC	OPI BND Properties LLC	OPI_T00299	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 11/18/2024	\$0.00
	OPI BND Properties LLC	OPI_T00300	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Letter Agreement Dated 01/22/2025	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01228	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - Deed of Lease Agreement Dated 03/12/2018	\$0.00
	FP 11 Dupont Circle, LLC	OPI_T01229	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - First Amendment to Deed of Lease Dated 11/01/2022	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01444	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease of Storage Space Dated 06/08/2023	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01445	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Lease Agreement Dated 03/02/2018	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01446	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - First Amendment to Lease Dated 11/01/2022	\$0.00
	FP Patuxent Parkway, LLC	OPI_T01447	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Second Amendment to Lease Dated 11/14/2024	\$0.00
	FP 540 Gaither, LLC	OPI_T01557	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 03/02/2018	\$0.00
	FP 540 Gaither, LLC	OPI_T01558	Tenant Agreements	540 Gaither Road, Rockville, MD 20850 - First Amendment to Lease Dated 11/01/2022	\$0.00
	SIR Properties REIT LLC	OPI_T01947	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Lease Agreement Dated 09/12/2019	\$0.00
	OPI Notex Properties LLC	OPI_T01948	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Lease Dated 08/01/2024	\$0.00
	Elliott Ave Seattle LLC	OPI_T02454	Tenant Agreements	401 Elliott Ave West, Seattle, WA 98119 - Lease Agreement Dated 08/11/2023	\$0.00
	Elliott Ave Seattle LLC	OPI_T02455	Tenant Agreements	401 Elliott Ave West, Seattle, WA 98119 - Declaration by LL and T Dated 03/20/2024	\$0.00
	GPT Properties LLC	OPI_T00651	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement (WS) Dated 01/01/2015	\$0.00
	OPI WF Owner LLC	OPI_T00652	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Articles of Amendment - Change of Name Dated 10/14/2015	\$0.00
	GPT Properties LLC	OPI_T00653	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Insurance Rating Change Letter Dated 08/18/2016	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
The RMR Group LLC	GPT Properties LLC	OPI_T00654	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 12/19/2019	\$0.00
	GPT Properties LLC	OPI_T00655	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Lease Dated 02/28/2020	\$0.00
	GPT Properties LLC	OPI_T00656	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Third Amendment to Lease Dated 3/30/2020	\$0.00
	OPI WF Owner LLC	OPI_T00658	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Fifth Amendment to Lease Dated 11/06/2024	\$0.00
	OPI WF Owner LLC	OPI_T00659	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Sixth Amendment to Lease Dated 06/25/2025	\$0.00
The Royal Group, Inc.	OPI BND Properties LLC	OPI_V00435	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
The Terminix International Company Limited Partnership d/b/a Cooper Pest Solutions	SIR Parsippany (Jefferson) LLC	OPI_V00436	Vendor Agreements	Service Agreement Dated 12/01/2022	\$0.00
	SIR Parsippany (Jefferson) LLC	OPI_V00634	Vendor Agreements	Service Agreement Dated 12/01/2022	\$0.00
The Trust for Public Land	OPI WF Owner LLC	OPI_T00660	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 02/09/2006	\$0.00
	OPI WF Owner LLC	OPI_T00661	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Supplemental Notice Dated 06/09/2006	\$0.00
	GPT Properties LLC	OPI_T00662	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease (WS) Dated 03/15/2013	\$0.00
	GPT Properties LLC	OPI_T00663	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Second Amendment to Lease Dated 03/23/2018	\$0.00
	OPI WF Owner LLC	OPI_T00664	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Third Amendment to Lease Dated 10/30/2024	\$0.00
	OPI WF Owner LLC	OPI_T00665	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Fourth Amendment to Lease Dated 04/17/2025	\$0.00
	OPI WF Owner LLC	OPI_T00666	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Declaration by LL and T Dated 08/19/2025	\$0.00
The United States Association of Former Members of Congress	FP 1401 K, LLC	OPI_T01174	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement Dated 08/31/2005	\$0.00
	FP 1401 K, LLC	OPI_T01175	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - First Amendment to Lease Dated 12/16/2011	\$0.00
	FP 1401 K, LLC	OPI_T01176	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Second Amendment to Lease Dated 08/06/2014	\$0.00
	FP 1401 K, LLC	OPI_T01177	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Insurance Rating Change Letter Dated 03/28/2019	\$0.00
	FP 1401 K, LLC	OPI_T01178	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Third Amendment to Lease Dated 06/06/2019	\$0.00
The Vertex Companies, Inc.	OPI 25 Exchange LLC	OPI_T02345	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Lease Agreement Dated 09/04/2018	\$0.00
Three Ring Alarm, LLC	SIR Parsippany (Jefferson) LLC	OPI_V00437	Vendor Agreements	Service Agreement Dated 12/01/2024	\$0.00
	SIR Parsippany (Jefferson) LLC	OPI_V00635	Vendor Agreements	Service Agreement Dated 10/30/2024	\$0.00
ThyssenKrupp Elevator Corporation	Office Properties Income Trust	OPI_V00438	Vendor Agreements	Master Vertical Transportation Services Agreement Dated 01/01/2017	\$0.00
	Office Properties Income Trust	OPI_V00439	Vendor Agreements	First Amendment To Master Vertical Transportation Services Agreement Dated 01/01/2022	\$0.00
	Office Properties Income Trust	OPI_V00440	Vendor Agreements	Elevator And Escalator Maintenance Agreement Dated 01/01/2022	\$0.00
Time Warner Cable Northeast LLC	SIR Properties Trust	OPI_T01629	Tenant Agreements	1212 Pittsford - Victor Road, Pittsford, NY 14534 - Right of Entry Agreement (WS) Dated 06/18/2019	\$0.00
TKO 21 LLC	GPT Properties LLC	OPI_T00667	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Agreement Dated 09/12/2023	\$0.00
	GPT Properties LLC	OPI_T00668	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Guaranty Dated 09/12/2023	\$0.00
	GPT Properties LLC; OPI WF Owner LLC	OPI_T00669	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to Lease Dated 04/01/2025	\$0.00
T-Mobile Northeast, LLC	GPT Properties Trust	OPI_T00474	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Rooftop Lease with Option (WS) Dated 11/06/2003	\$0.00
	GPT Properties Trust	OPI_T00475	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Notice of Renewal Dated 12/18/2003	\$0.00
	GPT Properties Trust	OPI_T00476	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - State of Delaware - Certificate of Merger Dated 12/15/2005	\$0.00
	GPT Properties Trust	OPI_T00477	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Letter Agreement Dated 04/12/2012	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
T-Mobile Northeast, LLC	GPT Properties Trust	OPI_T00478	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Assistant Secretary's Certificate of Authorization Dated 02/01/2023	\$0.00
	GPT Properties Trust	OPI_T00479	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - First Amendment to Rooftop Lease with Option (WS) Dated 02/16/2023	\$0.00
Tolley Electrical Corporation	GPT Properties Trust; SIR Properties Trust	OPI_V00441	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
Top Notch Janitorial Service Inc.	Government Properties Income Trust LLC	OPI_V00442	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
TouchSource, LLC	OPI WF Owner LLC	OPI_V00636	Vendor Agreements	Service Order Dated 04/23/2024	\$0.00
Tovar Snow Professionals LLC	GPT Properties LLC; SIR Properties REIT LLC	OPI_V00443	Vendor Agreements	Service Agreement Dated 11/01/2023	\$0.00
Towerstream Corporation	OPI 25 Exchange LLC	OPI_T02347	Tenant Agreements	100 North Washington Street, Boston, MA 02114 - Rooftop License Agreement Dated 12/02/2011	\$0.00
Town Scapes, L.L.C.	SIR Properties Trust	OPI_V00444	Vendor Agreements	Landscape Maintenance Service Order for Two Commercial Dated 01/01/2024	\$0.00
Toyota Material Handling Pennwest, Inc.	Burt Street Omaha LLC; GPT Properties Trust	OPI_V00445	Vendor Agreements	Service Order Dated 05/01/2025	\$0.00
tr b ARCHITECTURE P.C.	SIR Omaha LLC	OPI_V00446	Vendor Agreements	Professional Services Agreement Dated 08/27/2024	\$0.00
Trane U.S. Inc.	OPI BND Properties LLC; SIR Properties Trust	OPI_V00447	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
	OPI Notex Properties LLC; OPI WF Owner LLC	OPI_V00448	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
	GPT Properties Trust	OPI_V00449	Vendor Agreements	Service Agreement Dated 04/01/2023	\$0.00
	Office Properties Income Trust	OPI_V00637	Vendor Agreements	Master Subscription & Services Agreement Dated 05/05/2015	\$0.00
Trinity Consultants, Inc.	FP 1401 K, LLC	OPI_T01160	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease Agreement Dated 04/06/2023	\$0.00
	FP 1401 K, LLC	OPI_T01161	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Declaration of Lease Commencement Dated 10/11/2023	\$0.00
	FP 1401 K, LLC	OPI_T01162	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Frist Amendment to Lease Dated 11/16/2023	\$0.00
	FP 1401 K, LLC	OPI_T01163	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Agreement Dated 11/16/2023	\$0.00
Tri-State Façade Services, Inc.	FP 1401 K, LLC	OPI_T01179	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - Lease of Storage Space Dated 04/27/2023	\$0.00
	GPT Properties Trust	OPI_V00451	Vendor Agreements	Service Agreement Dated 12/01/2023	\$0.00
Triton Systems, Inc.	OPI Notex Properties LLC	OPI_T01672	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Irrevocable Standby Letter of Credit No 68171072 Dated 03/06/2020	\$0.00
	OPI Notex Properties LLC	OPI_T01673	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Amendment No 1 to Irrevocable Standby Letter of Credit No 68171072 Dated 03/10/2020	\$0.00
	SIR Properties Trust	OPI_T01674	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - First Amendment to Lease Dated 07/02/2020	\$0.00
	SIR Properties Trust	OPI_T01675	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Second Amendment to Lease Dated 10/08/2020	\$0.00
	SIR Properties Trust	OPI_T01676	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Exhibit F - Declaration by LL and T Dated 02/11/2021	\$0.00
	SIR Properties Trust	OPI_T01677	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Third Amendment to Lease Dated 02/16/2022	\$0.00
	SIR Properties Trust	OPI_T01678	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Fourth Amendment to Lease Dated 01/25/2023	\$0.00
	SIR Properties Trust	OPI_T01679	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Fifth Amendment to Lease Dated 05/03/2023	\$0.00
	SIR Properties Trust	OPI_T01680	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Sixth Amendment to Lease Dated 06/27/2024	\$0.00
	SIR Properties Trust	OPI_T01681	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Letter Dated 12/01/2024	\$0.00
	SIR Properties Trust	OPI_T01682	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Seventh Amendment to Lease Dated 07/02/2024	\$0.00
	SIR Properties Trust	OPI_T01683	Tenant Agreements	330 Billerica Road, Chelmsford, MA 01824 - Lease Agreement Dated 02/06/2020	\$0.00
	Grand Oak Circle Tampa LLC	OPI_V00453	Vendor Agreements	HVAC Quarterly Preventive Maintenance Agreement Dated 09/03/2022	\$0.00
tw telecom of Indiana L P	SIR Properties REIT LLC	OPI_T02272	Tenant Agreements	7635 Interactive Way, Indianapolis, IN 46278 - Telecommunications Access Lease Agreement Dated 09/22/2008	\$0.00
U.S. Bureau of Land Management	SIR Properties REIT LLC	OPI_T00359	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - US Government Lease for Real Property L08PL00479 (WS) Dated 09/25/2008	\$0.00
	SIR Properties REIT LLC	OPI_T00360	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation - Modification of Contract No 1 (WS) Dated 08/01/2009	\$0.00
	SIR Properties REIT LLC	OPI_T00361	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation Modification of Contract No 2 Dated 09/21/2009	\$0.00
	SIR Properties REIT LLC	OPI_T00362	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation Modification of Contract No 3 Dated 10/01/2009	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. Bureau of Land Management	SIR Properties REIT LLC	OPI_T00363	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation Modification of Contract No 4 Dated 11/01/2009	\$0.00
	SIR Properties REIT LLC	OPI_T00364	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation - Modification of Contract No 5 (WS) Dated 04/19/2010	\$0.00
	GPT Properties Trust	OPI_T00365	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - GSA Form 3518 - Representations and Certifications Dated 06/16/2010	\$0.00
	SIR Properties REIT LLC	OPI_T00366	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation - Modification of Contract No 6 (WS) Dated 07/19/2010	\$0.00
	SIR Properties REIT LLC	OPI_T00367	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation - Modification of Contract No 7 Dated 10/01/2009	\$0.00
	GPT Properties Trust	OPI_T00368	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation - Modification of Contract No 8 Dated 09/22/2010	\$0.00
	GPT Properties Trust	OPI_T00369	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Amendment of Solicitation-Modification of Contract No 9 Dated 10/01/2010	\$0.00
	SIR Properties REIT LLC	OPI_T00370	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - CPI Adjustment Notice Dated 11/15/2010	\$0.00
	SIR Properties REIT LLC	OPI_T00371	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - CPI Adjustment Notice Dated 12/01/2011	\$0.00
	GPT Properties Trust	OPI_T00372	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 10 (WS) Dated 01/01/2012	\$0.00
	SIR Properties REIT LLC	OPI_T00373	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 11 (WS) Dated 03/20/2013	\$0.00
	GPT Properties Trust	OPI_T00374	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 12 (WS) Dated 01/13/2014	\$0.00
	GPT Properties Trust	OPI_T00375	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 13 Dated 01/27/2014	\$0.00
	GPT Properties Trust	OPI_T00376	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 14 (WS) Dated 09/19/2014	\$0.00
	GPT Properties Trust	OPI_T00377	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 15 Dated 02/01/2015	\$0.00
	GPT Properties Trust	OPI_T00378	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Supplemental Lease Agreement No 16 Dated 09/24/2015	\$0.00
	GPT Properties Trust	OPI_T00379	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 17 (WS) Dated 01/01/2016	\$0.00
	GPT Properties Trust	OPI_T00380	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 18 Dated 01/01/2017	\$0.00
	GPT Properties Trust	OPI_T00381	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 19 (WS) Dated 04/01/2017	\$0.00
	GPT Properties Trust	OPI_T00382	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 20 Dated 01/01/2018	\$0.00
	GPT Properties Trust	OPI_T00383	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Letter Dated 06/07/2018	\$0.00
	GPT Properties Trust	OPI_T00384	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 21 Dated 03/26/2019	\$0.00
	GPT Properties Trust	OPI_T00385	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 22 (WS) Dated 12/01/2019	\$0.00
	GPT Properties Trust	OPI_T00386	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 23 (WS) Dated 12/03/2019	\$0.00
	GPT Properties Trust	OPI_T00387	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 24 Dated 07/01/2020	\$0.00
	GPT Properties Trust	OPI_T00388	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 25 (Corrected) Dated 06/01/2021	\$0.00
	SIR Properties REIT LLC	OPI_T00389	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 26 Dated 01/31/2022	\$0.00
	GPT Properties Trust	OPI_T00390	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 27 Dated 02/01/2023	\$0.00
	GPT Properties Trust	OPI_T00391	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 28 Dated 11/27/2023	\$0.00
	GPT Properties Trust	OPI_T00392	Tenant Agreements	711 S 14th Avenue, Safford, AZ 85546 - Lease Amendment No 29 Dated 06/01/2024	\$0.00
U.S. Department of Veterans Affairs	Grand Oak Circle Tampa LLC	OPI_T00485	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease No 36C24819L0023 (WS) Dated 09/01/2019	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00486	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00001 Dated 10/01/2019	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00487	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00002 Dated 09/01/2020	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00488	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00003 Dated 10/01/2020	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00489	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00004 Dated 12/16/2020	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. Department of Veterans Affairs	Grand Oak Circle Tampa LLC	OPI_T00490	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00005 Dated 08/15/2021	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00491	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00006 Dated 10/01/2021	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00492	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00007 (Cancelled) Dated 11/15/2021	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00493	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00008 Dated 06/09/2022	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00494	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00009 Dated 06/09/2022	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00495	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00010 Dated 11/17/2022	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00496	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00011 Dated 11/17/2022	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00497	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00012 Dated 09/15/2023	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00498	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00013 Dated 10/01/2023	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00499	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00014 Dated 10/16/2023	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00500	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00015 Dated 01/04/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00501	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00016 Dated 01/30/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00502	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00017 Dated 04/10/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00503	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00019 Dated 07/07/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00504	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00020 Dated 07/10/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00505	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00018 Dated 08/15/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00506	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00021 Dated 09/19/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00507	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00022 Dated 11/20/2024	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00508	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00023 Dated 04/16/2025	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00509	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00024 Dated 06/05/2025	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00510	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00025 Dated 09/11/2025	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00511	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease No. 36C24820L0004 Dated 12/01/2019	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00512	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Confirmation Email Dated 09/16/2020	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00513	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00001	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00514	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00002 Dated 10/01/2020	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00515	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00003 Dated 12/16/2020	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00516	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00004 Dated 08/15/2021	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00517	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00005 Dated 10/01/2021	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00518	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00006 Dated 10/01/2022	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00519	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00007 Dated 11/17/2022	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00520	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Letter Dated 06/12/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. Department of Veterans Affairs	Grand Oak Circle Tampa LLC	OPI_T00521	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00008 Dated 10/01/2023	\$0.00
	Grand Oak Circle Tampa LLC	OPI_T00522	Tenant Agreements	8900 Grand Oak Circle, Tampa, FL 33637 - Lease Amendment No P00010 Dated 05/02/2024	\$0.00
U.S. General Services Administration - Bureau of Industry and Security (GS-11P-LVA00667)	FP Atlantic Corporate Park, LLC	OPI_T01311	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Lease No GS-11P-LVA00667 Dated 09/01/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01312	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Lease Amendment No 1 Dated 11/15/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01313	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Lease Amendment No. 2 Dated 08/19/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01314	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Lease Amendment No 3 Dated 10/21/2024	\$0.00
U.S. General Services Administration - Bureau of Land Management (GS-08P-LWY00035)	Government Properties Income Trust LLC	OPI_T00097	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease No GS-08P-LWY00035 Dated 06/29/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00098	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 1 Dated 09/01/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00099	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 2 Dated 05/17/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00100	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 3 Dated 10/04/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00101	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 10/05/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00102	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Novation Agreement Dated 04/03/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00103	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 3 Dated 05/06/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00104	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 5 Dated 05/06/2024	\$0.00
	OPI WF Owner LLC	OPI_T00105	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No UWT Dated 06/25/2024	\$0.00
	OPI WF Owner LLC	OPI_T00106	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 4 Dated 06/27/2024	\$0.00
	OPI WF Owner LLC	OPI_T00107	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 6 Dated 06/04/2025	\$0.00
	OPI WF Owner LLC	OPI_T00108	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 10/16/2025	\$0.00
U.S. General Services Administration - Day Care (GS-11P-LDC00461)	GPT Properties Trust	OPI_T00397	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Assistant Secretary Certificate Dated 03/04/2020	\$0.00
	GPT Properties Trust	OPI_T00398	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease No GS-11P-LDC00461 Dated 03/13/2020	\$0.00
	GPT Properties Trust	OPI_T00399	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 1 Dated 06/22/2020	\$0.00
	GPT Properties Trust	OPI_T00400	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Letter Dated 07/29/2020	\$0.00
	GPT Properties Trust	OPI_T00401	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 2 Dated 08/03/2021	\$0.00
	GPT Properties Trust	OPI_T00402	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Condition Survey Report Dated 11/16/2021	\$0.00
	GPT Properties Trust	OPI_T00403	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 04/27/2022	\$0.00
	GPT Properties Trust	OPI_T00404	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 05/01/2024	\$0.00
	GPT Properties Trust	OPI_T00405	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 3 Dated 05/04/2023	\$0.00
	GPT Properties Trust	OPI_T00406	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No UWT Dated 06/26/2024	\$0.00
	GPT Properties Trust	OPI_T00407	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 04/28/2025	\$0.00
	GPT Properties Trust	OPI_T00408	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Letter Dated 08/26/2025	\$0.00
U.S. General Services Administration - Defense Nuclear Facilities (GS-011P-LDC12690)	GPT Properties Trust	OPI_T00410	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Administrative Action No 1 (WS) Dated 04/27/2017	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Defense Nuclear Facilities (GS-011P-LDC12690)	GPT Properties Trust	OPI_T00411	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Order for Supplies and Services (WS) Dated 01/29/2018	\$0.00
	GPT Properties Trust	OPI_T00412	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Amendment of Solicitation-Modification of Contract No A0002 (WS) Dated 05/22/2018	\$0.00
	GPT Properties Trust	OPI_T00413	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Solicitation Contract Order for Commercial Items (WS) Dated 01/18/2019	\$0.00
	GPT Properties Trust	OPI_T00414	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Amendment of Solicitation-Modification of Contract No A00001 Dated 05/07/2019	\$0.00
	GPT Properties Trust	OPI_T00415	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Amendment of Solicitation-Modification of Contract No A00003 Dated 07/26/2019	\$0.00
	GPT Properties Trust	OPI_T00416	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Administrative Action No 3 Dated 01/22/2020	\$0.00
	GPT Properties Trust	OPI_T00417	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Solicitation Contract Order for Commercial Items Dated 03/18/2020	\$0.00
	GPT Properties Trust	OPI_T00418	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 04/03/2020	\$0.00
	GPT Properties Trust	OPI_T00419	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Email Dated 04/16/2020	\$0.00
	GPT Properties Trust	OPI_T00420	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Email Dated 07/09/2020	\$0.00
	GPT Properties Trust	OPI_T00421	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 1 Dated 04/09/2021	\$0.00
	GPT Properties Trust	OPI_T00422	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No UWT Dated 06/26/2024	\$0.00
	GPT Properties Trust	OPI_T00423	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 3 Dated 09/24/2024	\$0.00
	GPT Properties Trust	OPI_T00424	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 4 Dated 12/09/2024	\$0.00
	GPT Properties Trust	OPI_T00425	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 5 Dated 12/09/2024	\$0.00
	GPT Properties Trust; OPI WF Owner LLC	OPI_T00426	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 6 Dated 07/17/2025	\$0.00
U.S. General Services Administration - Department of Energy (GS-10B-07334)	Government Properties Income Trust LLC	OPI_T00001	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - US Government Lease for Real Property GS-10B-07334 (WS) Dated 05/31/2013	\$0.00
	Government Properties Income Trust LLC	OPI_T00002	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 1 Dated 10/14/2013	\$0.00
	Government Properties Income Trust LLC	OPI_T00003	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - CPI Adjustment Notice (WS) Dated 11/04/2014	\$0.00
	Government Properties Income Trust LLC	OPI_T00004	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter (WS) Dated 02/17/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00005	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter (WS) Dated 07/23/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00006	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - CPI Adjustment Notice (WS) Dated 10/29/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00007	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter (WS) Dated 01/15/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00008	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - CPI Adjustment Notice (WS) Dated 11/10/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00009	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter (WS) Dated 01/05/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00010	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation-Modification of Contract No 0001 Dated 01/26/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00011	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation-Modification of Contract No 0002 Dated 05/16/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00012	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 2 (WS) Dated 05/18/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00013	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation-Modification of Contract No 0003 Dated 09/06/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00014	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation - Modification of Contract No 0004 Dated 09/07/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00015	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 3 (WS) Dated 11/07/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00016	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - CPI Adjustment Notice (WS) Dated 11/07/2017	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Department of Energy (GS-10B-07334)	Government Properties Income Trust LLC	OPI_T00017	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 4 (WS) Dated 02/01/2018	\$0.00
	Government Properties Income Trust LLC	OPI_T00018	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter (WS) Dated 02/21/2018	\$0.00
	Government Properties Income Trust LLC	OPI_T00019	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Solicitation-Contract-Order for Commercial Items (WS) Dated 06/28/2018	\$0.00
	Government Properties Income Trust LLC	OPI_T00020	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation-Modification of Contract No 0005 (WS) Dated 07/17/2018	\$0.00
	Government Properties Income Trust LLC	OPI_T00021	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Contract Completion Statement (WS) Dated 2/20/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00022	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Solicitation-Contract-Order for Commercial Items (WS) Dated 02/26/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00023	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation Modification of Contract No P00002 (WS) Dated 06/10/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00024	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation-Modification of Contract No P00001 (WS) Dated 07/09/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00025	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Operating and Escalation Letter Dated 11/04/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00026	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation Modification of Contract No P00002 Dated 12/17/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00027	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Solicitation Contract Order for Commercial Items Dated 03/18/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00028	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Solicitation Contract Order for Commercial Items Dated 03/20/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00029	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Email Dated 04/16/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00030	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Email Dated 07/09/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00031	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Amendment of Solicitation Modification of Contract No P00001 Dated 10/27/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00032	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Operating and Escalation Letter Dated 12/11/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00033	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 5 Dated 02/10/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00034	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Operating and Escalation Letter Dated 10/30/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00035	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter Dated 11/01/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00036	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Project Waiver of Restoration Request (WS) Dated 12/08/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00037	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Project Waiver of Restoration Request Dated 12/21/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00038	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Project Waiver of Restoration Request Dated 03/02/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00039	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Project Waiver of Restoration Request Dated 08/09/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00040	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Letter Dated 10/10/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00041	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 7 Dated 11/06/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00042	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Operating and Escalation Letter Dated 11/14/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00043	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No. UWT Dated 04/17/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00044	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Novation Agreement Dated 05/30/2024	\$0.00
	OPI WF Owner LLC	OPI_T00045	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Project Waiver of Restoration Request Dated 06/10/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00046	Tenant Agreements	2420 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 8 Dated 06/27/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00047	Tenant Agreements	2430 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 6 Dated 02/07/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00048	Tenant Agreements	2430 Stevens Center Place, Richland, WA 99354 - Project Waiver of Restoration Request Dated 09/07/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Department of Energy (GS-10B-07334)	OPI WF Owner LLC	OPI_T00049	Tenant Agreements	2430 Stevens Center Place, Richland, WA 99354 - Lease Amendment No 9 Dated 11/19/2024	\$0.00
U.S. General Services Administration - Department of Homeland Security (GS-04P-LGA01718)	Government Properties Income Trust LLC	OPI_T00709	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease No GS-04P-LGA01718 Dated 09/07/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00710	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 1 Dated 09/08/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00711	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 1 (rev) Dated 09/14/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00712	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 2 Dated 08/08/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00713	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Operating and Escalation Letter Dated 10/04/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00714	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 3 Dated 02/26/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00715	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 4 Dated 02/26/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00716	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 5 Dated 03/19/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00717	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Novation Agreement Dated 05/07/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00718	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 6 Dated 06/06/2024	\$0.00
	OPI WF Owner LLC	OPI_T00719	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 7 Dated 06/06/2024	\$0.00
	OPI WF Owner LLC	OPI_T00720	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 8 Dated 09/20/2024	\$0.00
	OPI WF Owner LLC	OPI_T00721	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 9 Dated 10/28/2024	\$0.00
	OPI WF Owner LLC	OPI_T00722	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 10 Dated 01/13/2025	\$0.00
	OPI WF Owner LLC	OPI_T00723	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment to No 11 Dated 05/12/2025	\$0.00
	OPI WF Owner LLC	OPI_T00724	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Condition Survey Report Dated 05/22/2025	\$0.00
	OPI WF Owner LLC	OPI_T00726	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 12 Dated 06/03/2025	\$0.00
	OPI WF Owner LLC	OPI_T00727	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No UCA Dated 06/27/2025	\$0.00
	OPI WF Owner LLC	OPI_T00728	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 13 Dated 07/07/2025	\$0.00
	OPI WF Owner LLC	OPI_T00729	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Lease Amendment No 14 Dated 07/10/2025	\$0.00
	OPI WF Owner LLC	OPI_T00730	Tenant Agreements	180 Ted Turner Drive SW, Atlanta, GA 30303 - Operating and Escalation Letter Dated 10/14/2025	\$0.00
	GPT Properties LLC	OPI_T00618	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease No GS-04P-LGA60436 (WS) Dated 01/23/2018	\$0.00
	GPT Properties LLC	OPI_T00619	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Amendment No 1 (WS) Dated 07/24/2019	\$0.00
	GPT Properties LLC	OPI_T00620	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Amendment No 2 Dated 02/03/2020	\$0.00
	GPT Properties LLC	OPI_T00621	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Amendment No 3 (WS) Dated 01/20/2020	\$0.00
	OPI WF Owner LLC	OPI_T00622	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Email Dated 07/09/2020	\$0.00
	GPT Properties LLC	OPI_T00623	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Operating and Escalation Letter Dated 02/02/2022	\$0.00
	GPT Properties LLC	OPI_T00624	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Operating and Escalation Letter Dated 02/03/2023	\$0.00
	OPI WF Owner LLC	OPI_T00625	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Novation Agreement Dated 04/28/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Department of Homeland Security (GS-04P-LGA01718)	GPT Properties LLC; OPI WF Owner LLC	OPI_T00626	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Amendment No 4 Dated 05/23/2024	\$0.00
	OPI WF Owner LLC	OPI_T00627	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Amendment No UWT Dated 09/18/2024	\$0.00
	OPI WF Owner LLC	OPI_T00628	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Operating and Escalation Letter Dated 02/04/2025	\$0.00
	OPI WF Owner LLC	OPI_T00629	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Lease Amendment No UW2 Dated 04/01/2025	\$0.00
U.S. General Services Administration - Department of Justice: USAO (GS-04P-LAL00145)	GPT Properties Trust	OPI_T00559	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Lease No GS-04P-LAL00145 (WS) Dated 07/06/2017	\$0.00
	GPT Properties Trust	OPI_T00560	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Lease Contract Administration Announcement Letter	\$0.00
	GPT Properties Trust	OPI_T00561	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Operating and Escalation Letter Dated 08/06/2019	\$0.00
	GPT Properties Trust	OPI_T00562	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Lease Amendment No 1 (WS) Dated 03/18/2020	\$0.00
	GPT Properties Trust	OPI_T00563	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Email Dated 04/16/2020	\$0.00
	GPT Properties Trust	OPI_T00564	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Email Dated 07/09/2020	\$0.00
	GPT Properties Trust	OPI_T00565	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Operating and Escalation Letter Dated 08/04/2020	\$0.00
	GPT Properties Trust	OPI_T00566	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Operating and Escalation Letter Dated 08/02/2022	\$0.00
	GPT Properties Trust	OPI_T00567	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Lease Amendment No. UWT Dated 04/17/2024	\$0.00
	GPT Properties Trust	OPI_T00568	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Operating and Escalation Letter Dated 08/01/2024	\$0.00
	GPT Properties Trust	OPI_T00569	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Lease Amendment No 2 Dated 09/17/2024	\$0.00
	GPT Properties Trust	OPI_T00570	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Lease Amendment No TRM Dated 02/25/2025	\$0.00
	GPT Properties Trust	OPI_T00571	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Letter Dated 02/28/2025	\$0.00
	GPT Properties Trust	OPI_T00572	Tenant Agreements	131 Clayton Street, Montgomery, AL 36104 - Operating and Escalation Letter Dated 07/31/2025	\$0.00
U.S. General Services Administration - Dept of Homeland Security (GS-10P-LID00377)	GPT Properties Trust	OPI_T00833	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Lease No GS-10P-LID00377, Building No ID4335 Dated 02/21/2022	\$0.00
	GPT Properties Trust	OPI_T00834	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 1 Dated 03/01/2022	\$0.00
	GPT Properties Trust	OPI_T00835	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 2 Dated 09/28/2023	\$0.00
	GPT Properties Trust	OPI_T00836	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Operating and Escalation Letter Dated 03/04/2024	\$0.00
	OPI BND Properties LLC	OPI_T00837	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Novation Agreement Dated 05/31/2024	\$0.00
	OPI BND Properties LLC	OPI_T00838	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 4 Dated 06/01/2024	\$0.00
	OPI BND Properties LLC	OPI_T00839	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 5 Dated 07/12/2024	\$0.00
	OPI BND Properties LLC	OPI_T00840	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Operating and Escalation Letter Dated 02/25/2025	\$0.00
	OPI BND Properties LLC	OPI_T00841	Tenant Agreements	1185 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 6 Dated 08/28/2025	\$0.00
	Government Properties Income Trust LLC	OPI_T00145	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease No GS-09P-LCA03280 (WS) Dated 11/30/2015	\$0.00
U.S. General Services Administration - Drug Enforcement Agency (GS-09P-LCA03280)	Government Properties Income Trust LLC	OPI_T00146	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No 1 (WS) Dated 11/30/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00147	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No 2 Dated 12/15/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00148	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Order for Supplies and Services Dated 01/27/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00149	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Email Dated 04/16/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00150	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Amendment of Solicitation Modification of Contract Dated 11/17/2020	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Drug Enforcement Agency (GS-09P-LCA03280)	Government Properties Income Trust LLC	OPI_T00151	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Operating and Escalation Letter Dated 07/08/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00152	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Operating and Escalation Letter Dated 06/28/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00153	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Operating and Escalation Letter Dated 06/23/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00154	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UBA Dated 11/29/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00155	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UBB Dated 01/09/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00156	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UBC Dated 03/01/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00157	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Novation Agreement Dated 04/28/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00158	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No 3 Dated 07/02/2024	\$0.00
	OPI WF Owner LLC	OPI_T00159	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UWT Dated 09/26/2024	\$0.00
	OPI WF Owner LLC	OPI_T00160	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UCA Dated 10/02/2024	\$0.00
	OPI WF Owner LLC	OPI_T00161	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UCB Dated 12/31/2024	\$0.00
	OPI WF Owner LLC	OPI_T00162	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Lease Amendment No UCC Dated 03/05/2025	\$0.00
	OPI WF Owner LLC	OPI_T00163	Tenant Agreements	4560 Viewridge Avenue, San Diego, CA 92123 - Operating and Escalation Letter Dated 06/26/2025	\$0.00
U.S. General Services Administration - Immigration and Customs Enforcement (GS-09B-02330)	GPT Properties Trust	OPI_T00676	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - US Government Lease for Real Property GS-09B-02330 Dated 04/30/2010	\$0.00
	GPT Properties Trust	OPI_T00677	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - GSA Form 3518 - Representations and Certifications Dated 09/28/2010	\$0.00
	GPT Properties Trust	OPI_T00678	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 1 - Change of Lessor Form Dated 10/13/2010	\$0.00
	GPT Properties Trust	OPI_T00679	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 2 Dated 09/01/2011	\$0.00
	GPT Properties Trust	OPI_T00680	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 3 Dated 10/27/2011	\$0.00
	GPT Properties Trust	OPI_T00681	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 4 Dated 03/01/2012	\$0.00
	GPT Properties Trust	OPI_T00682	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 5 Dated 05/09/2012	\$0.00
	GPT Properties Trust	OPI_T00683	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 2A Dated 05/15/2012	\$0.00
	GPT Properties Trust	OPI_T00684	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Statement of Lease Dated 05/21/2012	\$0.00
	GPT Properties Trust	OPI_T00685	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Supplemental Lease Agreement No 6 (WS) Dated 08/14/2012	\$0.00
	GPT Properties Trust	OPI_T00686	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Email Dated 04/16/2020	\$0.00
	GPT Properties Trust	OPI_T00687	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Email Dated 07/09/2020	\$0.00
	GPT Properties Trust	OPI_T00688	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Cost Proposal and Waiver of Restoration Dated 09/27/2021	\$0.00
	GPT Properties Trust	OPI_T00689	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Order for Supplies and Services Dated 10/15/2021	\$0.00
	GPT Properties Trust	OPI_T00690	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Cost Proposal and Waiver of Restoration Dated 12/14/2021	\$0.00
	GPT Properties Trust	OPI_T00691	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Cost Proposal and Waiver of Restoration Dated 04/06/2022	\$0.00
	GPT Properties Trust	OPI_T00692	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Amendment of Solicitation-Modification of Contract Dated 04/06/2022	\$0.00
	GPT Properties Trust	OPI_T00693	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Release of Claims Dated 08/04/2022	\$0.00
	GPT Properties Trust	OPI_T00694	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No 7 Dated 03/19/2024	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Immigration and Customs Enforcement (GS-09B-02330)	GPT Properties Trust	OPI_T00695	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No UWT Dated 05/15/2024	\$0.00
	GPT Properties Trust	OPI_T00696	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No 8 Dated 09/24/2024	\$0.00
	GPT Properties Trust	OPI_T00697	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No 8 (Revised) Dated 10/22/2024	\$0.00
	GPT Properties Trust	OPI_T00698	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No 9 Dated 01/07/2025	\$0.00
	GPT Properties Trust	OPI_T00699	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Novation Agreement Dated 06/16/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00700	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No 11 Dated 06/27/2025	\$0.00
	SIR Properties REIT LLC	OPI_T00701	Tenant Agreements	603 San Juan Avenue, Stockton, CA 95203 - Lease Amendment No 10 Dated 08/06/2025	\$0.00
U.S. General Services Administration - Internal Revenue Service (GS-08P-LWY00213)	Government Properties Income Trust LLC	OPI_T00109	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease No GS-08P-LWY00213 Dated 09/13/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00110	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 1 Dated 09/13/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00111	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 10/05/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00112	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Novation Agreement Dated 04/29/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00113	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 2 Dated 05/06/2024	\$0.00
	OPI WF Owner LLC	OPI_T00114	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No UWT Dated 06/25/2024	\$0.00
	OPI WF Owner LLC	OPI_T00115	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 3 Dated 10/30/2024	\$0.00
	OPI WF Owner LLC	OPI_T00116	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 4 Dated 06/02/2025	\$0.00
	OPI WF Owner LLC	OPI_T00117	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No UCA Dated 07/15/2025	\$0.00
	OPI WF Owner LLC	OPI_T00118	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 5 Dated 10/03/2025	\$0.00
U.S. General Services Administration - National Archives and Record Administration (GS-04P-LGA02231)	Government Properties Income Trust LLC	OPI_T00703	Tenant Agreements	4712 Southpark Boulevard, Ellenwood, GA 30294 - Lease No GS-04P-LGA02231 Dated 01/02/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00704	Tenant Agreements	4712 Southpark Boulevard, Ellenwood, GA 30294 - Lease Amendment No 1 Dated 08/23/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00705	Tenant Agreements	4712 Southpark Boulevard, Ellenwood, GA 30294 - Lease Amendment No 2 Dated 09/09/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00706	Tenant Agreements	4712 Southpark Boulevard, Ellenwood, GA 30294 - Lease Amendment No 3 Dated 02/10/2025	\$0.00
	Government Properties Income Trust LLC	OPI_T00707	Tenant Agreements	4712 Southpark Boulevard, Ellenwood, GA 30294 - Lease Amendment No. 4 Dated 02/26/2025	\$0.00
	Government Properties Income Trust LLC	OPI_T00708	Tenant Agreements	4712 Southpark Boulevard, Ellenwood, GA 30294 - Operating and Escalation Letter Dated 10/14/2025	\$0.00
U.S. General Services Administration - Natural Resource Center (GS-10B-07308)	OPI BND Properties LLC	OPI_T00731	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Agreement GS-10B-07308 Dated 10/19/2011	\$0.00
	OPI BND Properties LLC	OPI_T00732	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 1 Dated 10/24/2011	\$0.00
	OPI BND Properties LLC	OPI_T00733	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 2 Dated 02/21/2012	\$0.00
	OPI BND Properties LLC	OPI_T00734	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 3 Dated 03/08/2012	\$0.00
	OPI BND Properties LLC	OPI_T00735	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 4 Dated 02/19/2012	\$0.00
	OPI BND Properties LLC	OPI_T00736	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 5 Dated 03/23/2012	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Natural Resource Center (GS-10B-07308)	OPI BND Properties LLC	OPI_T00737	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 6 Dated 04/03/2012	\$0.00
	OPI BND Properties LLC	OPI_T00738	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 7 Dated 04/18/2012	\$0.00
	OPI BND Properties LLC	OPI_T00739	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 8 Dated 04/18/2012	\$0.00
	OPI BND Properties LLC	OPI_T00740	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 9 Dated 04/27/2012	\$0.00
	OPI BND Properties LLC	OPI_T00741	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 10 Dated 06/07/2012	\$0.00
	OPI BND Properties LLC	OPI_T00742	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Status Dated 08/10/2012	\$0.00
	OPI BND Properties LLC	OPI_T00743	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 11 Dated 08/30/2012	\$0.00
	OPI BND Properties LLC	OPI_T00744	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 12 Dated 09/04/2012	\$0.00
	OPI BND Properties LLC	OPI_T00745	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 13 Dated 09/04/2012	\$0.00
	OPI BND Properties LLC	OPI_T00746	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 14 Dated 09/04/2012	\$0.00
	OPI BND Properties LLC	OPI_T00747	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 15 Dated 09/04/2012	\$0.00
	GPT Properties Trust; OPI BND Properties LLC	OPI_T00748	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Assumption Agreement (WS) Dated 12/21/2012	\$0.00
	GPT Properties Trust	OPI_T00749	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - GSA Form 3518 - Representations and Certifications (WS) Dated 12/21/2012	\$0.00
	GPT Properties Trust	OPI_T00750	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 16 (WS) Dated 09/11/2012	\$0.00
	GPT Properties Trust	OPI_T00751	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Supplemental Lease Agreement No 17 (WS) Dated 01/23/2013	\$0.00
	GPT Properties Trust	OPI_T00752	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 18 (WS) Dated 01/30/2013	\$0.00
	GPT Properties Trust	OPI_T00753	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 19 (WS) Dated 05/30/2013	\$0.00
	GPT Properties Trust	OPI_T00754	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 20 (WS) Dated 05/31/2013	\$0.00
	GPT Properties Trust	OPI_T00755	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 21 (WS) Dated 06/10/2013	\$0.00
	GPT Properties Trust	OPI_T00756	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 22 (WS) Dated 08/19/2013	\$0.00
	GPT Properties Trust	OPI_T00757	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 23 (WS) Dated 11/12/2013	\$0.00
	GPT Properties Trust	OPI_T00758	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 24 (WS) Dated 11/25/2013	\$0.00
	GPT Properties Trust	OPI_T00759	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 25 (WS) Dated 12/03/2013	\$0.00
	GPT Properties Trust	OPI_T00760	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 26 (WS) Dated 12/12/2013	\$0.00
	GPT Properties Trust	OPI_T00761	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 27 (WS) Dated 01/23/2014	\$0.00
	GPT Properties Trust	OPI_T00762	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 28 (WS) Dated 04/08/2014	\$0.00
	GPT Properties Trust	OPI_T00763	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 29 (WS) Dated 04/09/2014	\$0.00
	GPT Properties Trust	OPI_T00764	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 30 (WS) Dated 04/08/2014	\$0.00
	GPT Properties Trust	OPI_T00765	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 31 (WS) Dated 04/21/2014	\$0.00
	GPT Properties Trust	OPI_T00766	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Tax Adjustment Notice (WS) Dated 06/05/2014	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Natural Resource Center (GS-10B-07308)	GPT Properties Trust	OPI_T00767	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 32 (WS) Dated 09/21/2014	\$0.00
	GPT Properties Trust	OPI_T00768	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Revised Lease Amendment No 32 (WS) Dated 08/21/2014	\$0.00
	GPT Properties Trust	OPI_T00769	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 33 (WS) Dated 10/01/2014	\$0.00
	GPT Properties Trust	OPI_T00770	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 34 (WS) Dated 12/01/2014	\$0.00
	GPT Properties Trust	OPI_T00771	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 35 (WS) Dated 10/01/2014	\$0.00
	GPT Properties Trust	OPI_T00772	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -CPI Adjustment Notice (WS) Dated 01/16/2015	\$0.00
	GPT Properties Trust	OPI_T00773	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Tax Adjustment Notice (WS) Dated 07/23/2015	\$0.00
	GPT Properties Trust	OPI_T00774	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -CPI Adjustment Notice (WS) Dated 10/29/2015	\$0.00
	GPT Properties Trust	OPI_T00775	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 36 (WS) Dated 11/13/2015	\$0.00
	GPT Properties Trust	OPI_T00776	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 37 (WS) Dated 06/01/2016	\$0.00
	GPT Properties Trust	OPI_T00777	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 38 (WS) Dated 10/01/2014	\$0.00
	GPT Properties Trust	OPI_T00778	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Memorandum Dated 10/30/2015	\$0.00
	GPT Properties Trust	OPI_T00779	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 39 (WS) Dated 04/01/2016	\$0.00
	GPT Properties Trust	OPI_T00780	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 40 (WS) Dated 09/15/2015	\$0.00
	GPT Properties Trust	OPI_T00781	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 41 (WS) Dated 10/01/2015	\$0.00
	GPT Properties Trust	OPI_T00782	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Letter Dated 02/11/2016	\$0.00
	GPT Properties Trust	OPI_T00783	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 42 (WS) Dated 03/01/2016	\$0.00
	GPT Properties Trust	OPI_T00784	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Tax Adjustment Notice (WS) Dated 06/23/2016	\$0.00
	GPT Properties Trust	OPI_T00785	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 43 (WS) Dated 07/29/2016	\$0.00
	GPT Properties Trust	OPI_T00786	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 44 (WS) Dated 09/09/2016	\$0.00
	GPT Properties Trust	OPI_T00787	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 45 (WS) Dated 09/12/2016	\$0.00
	GPT Properties Trust	OPI_T00788	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 46 (WS) Dated 01/25/2018	\$0.00
	GPT Properties Trust	OPI_T00789	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 47 (WS) Dated 10/01/2016	\$0.00
	GPT Properties Trust	OPI_T00790	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -CPI Adjustment Notice (WS) Dated 11/10/2016	\$0.00
	GPT Properties Trust	OPI_T00791	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 48 (WS) Dated 05/18/2017	\$0.00
	GPT Properties Trust	OPI_T00792	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 49 (WS) Dated 06/27/2017	\$0.00
	GPT Properties Trust	OPI_T00793	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 50 (WS) Dated 07/01/2017	\$0.00
	GPT Properties Trust	OPI_T00794	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 51 (WS) Dated 10/11/2017	\$0.00
	GPT Properties Trust	OPI_T00795	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -CPI Adjustment Notice (WS) Dated 11/07/2017	\$0.00
	GPT Properties Trust	OPI_T00796	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 52 (WS) Dated 11/29/2017	\$0.00
	GPT Properties Trust	OPI_T00797	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 53	\$0.00
	GPT Properties Trust	OPI_T00798	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 54 (WS) Dated 02/05/2018	\$0.00
	GPT Properties Trust	OPI_T00799	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 55 (WS) Dated 07/23/2018	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Natural Resource Center (GS-10B-07308)	GPT Properties Trust	OPI_T00800	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 56 (WS) Dated 07/30/2018	\$0.00
	GPT Properties Trust	OPI_T00801	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 57 (WS) Dated 03/27/2019	\$0.00
	GPT Properties Trust	OPI_T00802	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 58 (WS) Dated 10/01/2018	\$0.00
	GPT Properties Trust	OPI_T00803	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 59 (WS) Dated 10/01/2018	\$0.00
	GPT Properties Trust	OPI_T00804	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 60 (WS) Dated 11/21/2019	\$0.00
	GPT Properties Trust	OPI_T00805	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 61 Dated 06/12/2019	\$0.00
	GPT Properties Trust	OPI_T00806	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Operating and Escalation Letter Dated 10/31/2019	\$0.00
	GPT Properties Trust	OPI_T00807	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 62 (WS) Dated 11/07/2019	\$0.00
	GPT Properties Trust	OPI_T00808	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 63 (WS) Dated 12/19/2019	\$0.00
	GPT Properties Trust	OPI_T00809	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 64 (WS) Dated 11/21/2019	\$0.00
	GPT Properties Trust	OPI_T00810	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 65 (WS) Dated 12/05/2019	\$0.00
	GPT Properties Trust	OPI_T00811	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 66 Dated 09/24/2020	\$0.00
	GPT Properties Trust	OPI_T00812	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 67 (WS) Dated 01/28/2020	\$0.00
	GPT Properties Trust	OPI_T00813	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Email Dated 04/16/2020	\$0.00
	GPT Properties Trust	OPI_T00814	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 68 Dated 05/28/2020	\$0.00
	GPT Properties Trust	OPI_T00815	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 69 Dated 05/26/2020	\$0.00
	GPT Properties Trust	OPI_T00816	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Email Dated 07/09/2020	\$0.00
	GPT Properties Trust	OPI_T00817	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Operating and Escalation Letter Dated 10/28/2020	\$0.00
	GPT Properties Trust	OPI_T00818	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 70 Dated 02/04/2021	\$0.00
	GPT Properties Trust	OPI_T00819	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 71 Dated 02/04/2021	\$0.00
	GPT Properties Trust	OPI_T00820	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 72 Dated 04/07/2021	\$0.00
	GPT Properties Trust	OPI_T00821	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Operating and Escalation Letter Dated 11/17/2021	\$0.00
	GPT Properties Trust	OPI_T00822	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 73 Dated 09/01/2022	\$0.00
	GPT Properties Trust	OPI_T00823	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 74 Dated 09/07/2022	\$0.00
	GPT Properties Trust	OPI_T00824	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Operating and Escalation Letter Dated 10/31/2022	\$0.00
	GPT Properties Trust	OPI_T00825	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 76 Dated 08/23/2023	\$0.00
	GPT Properties Trust	OPI_T00826	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 77 Dated 07/11/2023	\$0.00
	GPT Properties Trust	OPI_T00827	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No. 78 Dated 09/08/2023	\$0.00
	GPT Properties Trust	OPI_T00828	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No. UWT Dated 04/17/2024	\$0.00
	OPI BND Properties LLC	OPI_T00829	Tenant Agreements	1387 S. Vinnell Way, Boise, ID 83709 - -Operating and Escalation Letter Dated 10/29/2024	\$0.00
	GPT Properties Trust	OPI_T00830	Tenant Agreements	1249 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 75 Dated 11/29/2022	\$0.00
	OPI BND Properties LLC	OPI_T00831	Tenant Agreements	1249 S. Vinnell Way, Boise, ID 83709 - -Novation Agreement Dated 05/20/2024	\$0.00
	OPI BND Properties LLC	OPI_T00832	Tenant Agreements	1249 S. Vinnell Way, Boise, ID 83709 - Lease Amendment No 79 Dated 06/01/2024	\$0.00
U.S. General Services Administration - Office of Public Defenders (GS-11P-LDC00433)	GPT Properties Trust	OPI_T00427	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease No. GS-11P-LDC0043 Dated 11/01/2020	\$0.00
	GPT Properties Trust	OPI_T00428	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No. 1 (WS) Dated 11/01/2020	\$0.00
	GPT Properties Trust	OPI_T00429	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 2 (WS) Dated 11/01/2020	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Office of Public Defenders (GS-11P-LDC00433)	GPT Properties Trust	OPI_T00430	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 12/01/2022	\$0.00
	GPT Properties Trust	OPI_T00431	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 12/01/2023	\$0.00
	GPT Properties Trust	OPI_T00432	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No UWT Dated 06/26/2024	\$0.00
	GPT Properties Trust	OPI_T00433	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 12/03/2024	\$0.00
	GPT Properties Trust; OPI WF Owner LLC	OPI_T00434	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 3 Dated 07/16/2025	\$0.00
U.S. General Services Administration - Office of Security & Integrity (LVT04586)	GPT Properties Trust	OPI_T00314	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - US Government Lease for Real Property No LVT04586 Dated 07/30/2008	\$0.00
	GPT Properties Trust	OPI_T00315	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 1 Dated 07/13/2009	\$0.00
	GPT Properties Trust	OPI_T00316	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 2 Dated 09/08/2009	\$0.00
	GPT Properties Trust	OPI_T00317	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 3 Dated 10/26/2009	\$0.00
	GPT Properties Trust	OPI_T00318	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 4 Dated 02/19/2010	\$0.00
	GPT Properties Trust	OPI_T00319	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 5 Dated 03/10/2010	\$0.00
	GPT Properties Trust	OPI_T00320	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 5 (WS) Dated 06/16/2010	\$0.00
	GPT Properties Trust	OPI_T00321	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - CPI Adjustment Notice (WS) Dated 08/19/2010	\$0.00
	GPT Properties Trust	OPI_T00322	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - CPI Adjustment Notice Dated 10/06/2011	\$0.00
	GPT Properties Trust	OPI_T00323	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 7 (WS) Dated 05/17/2012	\$0.00
	GPT Properties Trust	OPI_T00324	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 08/03/2012	\$0.00
	GPT Properties Trust	OPI_T00325	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 8 (WS) Dated 08/10/2012	\$0.00
	GPT Properties Trust	OPI_T00326	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 9 (WS) Dated 11/20/2012	\$0.00
	GPT Properties Trust	OPI_T00327	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 10 (WS) Dated 08/06/2013	\$0.00
	GPT Properties Trust	OPI_T00328	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Supplemental Lease Agreement No 11 (WS) Dated 08/06/2013	\$0.00
	GPT Properties Trust	OPI_T00329	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 12 (WS) Dated 03/31/2014	\$0.00
	GPT Properties Trust	OPI_T00330	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 13 (WS) Dated 01/26/2015	\$0.00
	GPT Properties Trust	OPI_T00331	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 14 (WS) Dated 01/26/2015	\$0.00
	GPT Properties Trust	OPI_T00332	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Amendment of Solicitation Modification of Contract No. PS01 (WS) Dated 10/01/2015	\$0.00
	GPT Properties Trust	OPI_T00333	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 15 (WS) Dated 05/02/2016	\$0.00
	GPT Properties Trust	OPI_T00334	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 07/21/2016	\$0.00
	GPT Properties Trust	OPI_T00335	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 16 (WS) Dated 08/22/2016	\$0.00
	GPT Properties Trust	OPI_T00336	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 07/19/2017	\$0.00
	GPT Properties Trust	OPI_T00337	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services Dated 12/19/2017	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Office of Security & Integrity (LVT04586)	GPT Properties Trust	OPI_T00338	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services (WS) Dated 02/07/2019	\$0.00
	GPT Properties Trust	OPI_T00339	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 08/15/2019	\$0.00
	GPT Properties Trust	OPI_T00340	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services (WS) Dated 01/24/2020	\$0.00
	GPT Properties Trust	OPI_T00341	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services (WS) Dated 01/28/2020	\$0.00
	GPT Properties Trust	OPI_T00342	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Amendment of Solicitation Modification of Contract No PS0001 Dated 05/20/2020	\$0.00
	GPT Properties Trust	OPI_T00343	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services Dated 06/01/2020	\$0.00
	GPT Properties Trust	OPI_T00344	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Amendment of Solicitation Modification of Contract No PO0001 Dated 06/05/2020	\$0.00
	GPT Properties Trust	OPI_T00345	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Email Dated 07/09/2020	\$0.00
	GPT Properties Trust	OPI_T00346	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 08/04/2020	\$0.00
	GPT Properties Trust	OPI_T00347	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services Dated 01/08/2021	\$0.00
	GPT Properties Trust	OPI_T00348	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services Dated 03/02/2021	\$0.00
	GPT Properties Trust	OPI_T00349	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No EOX Dated 10/15/2021	\$0.00
	GPT Properties Trust	OPI_T00350	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Order for Supplies and Services Dated 12/01/2021	\$0.00
	GPT Properties Trust	OPI_T00351	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No UAA Dated 01/17/2023	\$0.00
	GPT Properties Trust	OPI_T00352	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No UAB Dated 05/24/2023	\$0.00
	GPT Properties LLC	OPI_T00353	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 17 Dated 08/09/2023	\$0.00
	GPT Properties Trust	OPI_T00354	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 09/06/2023	\$0.00
	GPT Properties Trust	OPI_T00355	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Notice to Exercise Renewal Option Dated 03/15/2024	\$0.00
	GPT Properties Trust	OPI_T00356	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Novation Agreement Dated 04/22/2024	\$0.00
	GPT Properties Trust	OPI_T00357	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Operating and Escalation Letter Dated 08/09/2024	\$0.00
	OPI BND Properties LLC	OPI_T00358	Tenant Agreements	65 Bowdoin Street, S. Burlington, VT 05403 - Lease Amendment No 18 Dated 02/04/2025	\$0.00
U.S. General Services Administration - Social Security Administration (GS-04B-48096)	GPT Properties Trust	OPI_T00852	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - US Government Lease for Real Property GS-04B-48096 Dated 04/23/2008	\$0.00
	GPT Properties Trust	OPI_T00853	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Supplemental Lease Agreement No 1 Dated 06/25/2008	\$0.00
	GPT Properties Trust	OPI_T00854	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Supplemental Lease Agreement No 2	\$0.00
	GPT Properties Trust	OPI_T00855	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Supplemental Lease Agreement No 3 Dated 06/19/2009	\$0.00
	GPT Properties Trust	OPI_T00856	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Supplemental Lease Agreement No 4 Dated 07/27/2009	\$0.00
	GPT Properties Trust	OPI_T00857	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Supplemental Lease Agreement No 5 Dated 03/10/2011	\$0.00
	GPT Properties Trust	OPI_T00858	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Statement of Lease GS-04B-48096 Dated 11/04/2013	\$0.00
	GPT Properties Trust	OPI_T00859	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 6 (WS) Dated 12/17/2013	\$0.00
	GPT Properties Trust	OPI_T00860	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Novation Agreement (WS) Dated 12/17/2013	\$0.00
	GPT Properties Trust	OPI_T00861	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 7	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Social Security Administration (GS-04B-48096)	GPT Properties Trust	OPI_T00862	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 8	\$0.00
	GPT Properties Trust	OPI_T00863	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 9 (WS)	\$0.00
	GPT Properties Trust	OPI_T00864	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 10 (WS)	\$0.00
	GPT Properties Trust	OPI_T00865	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Contract Administration Announcement Letter	\$0.00
	GPT Properties Trust	OPI_T00866	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 11 Dated 05/01/2019	\$0.00
	GPT Properties Trust	OPI_T00867	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Operating and Escalation Letter Dated 06/03/2019	\$0.00
	GPT Properties Trust	OPI_T00868	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Email Dated 04/16/2020	\$0.00
	GPT Properties Trust	OPI_T00869	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Email Dated 07/09/2020	\$0.00
	GPT Properties Trust	OPI_T00870	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Email - Unilateral Lease Amendment Dated 12/07/2020	\$0.00
	GPT Properties Trust	OPI_T00871	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Operating Cost Escalation Letter Dated 06/02/2021	\$0.00
	GPT Properties Trust	OPI_T00872	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No 12	\$0.00
	GPT Properties Trust	OPI_T00873	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Operating and Escalation Letter Dated 06/08/2022	\$0.00
	GPT Properties Trust	OPI_T00874	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Operating and Escalation Letter Dated 05/15/2023	\$0.00
	GPT Properties Trust	OPI_T00875	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Lease Amendment No UWT Dated 05/16/2024	\$0.00
	GPT Properties Trust	OPI_T00876	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Operating and Escalation Letter Dated 06/04/2024	\$0.00
	GPT Properties Trust	OPI_T00877	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Tax Adjustment Notice Dated 04/07/2025	\$0.00
	GPT Properties Trust	OPI_T00878	Tenant Agreements	4344 Carmichael Road, Montgomery, AL 36106 - Operating and Escalation Letter Dated 06/09/2025	\$0.00
U.S. General Services Administration - U.S. Army Corps of Engineers (DACA 31-5-200-003300)	FP Patuxent Parkway, LLC	OPI_T01396	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - US Government Lease No DACA315250004700 Dated 02/03/2025	\$0.00
U.S. General Services Administration - U.S. Treasury (GS-06P-LMO41016)	Government Properties Income Trust LLC	OPI_T00050	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease No GS-06P-LMO41016 (WS) Dated 04/23/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00051	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Letter Dated 05/15/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00052	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 1 (WS) Dated 08/14/2015	\$0.00
	Government Properties Income Trust LLC	OPI_T00053	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 2 (WS) Dated 03/24/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00054	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 3 (WS) Dated 03/24/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00055	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 4 Dated 08/16/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00056	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 5 (WS) Dated 10/06/2016	\$0.00
	Government Properties Income Trust LLC	OPI_T00057	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 6 (WS) Dated 01/26/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00058	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 7 (WS) Dated 02/23/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00059	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Solicitation Contract - Order for Commercial Items (WS) Dated 08/17/2017	\$0.00
	Government Properties Income Trust LLC	OPI_T00060	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 8 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00061	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 9 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00062	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 10 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00063	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 11 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00064	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 12 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00065	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Letter (WS) Dated 06/18/2018	\$0.00
	Government Properties Income Trust LLC	OPI_T00066	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 13 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00067	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 14 (WS)	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - U.S. Treasury (GS-06P-LMO41016)	GPT Properties Trust	OPI_T00068	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 15 Dated 08/01/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00069	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Solicitation Contract-Order for Commercial Items (WS) Dated 09/30/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00070	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Order for Supplies and Services (WS) Dated 10/24/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00071	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Amendment of Solicitation-Modification of Contract No. PS0001 Dated 11/08/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00072	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Email Dated 04/16/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00073	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 16 Dated 05/01/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00074	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Amendment of Solicitation-Modification of Contract No PA0004 Dated 05/22/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00075	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Amendment of Solicitation-Modification of Contract No PS0001 Dated 07/07/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00076	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Email Dated 07/09/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00077	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Operating and Escalation Letter Dated 10/06/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00078	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Order for Supplies and Services Dated 01/20/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00079	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 17 Dated 02/06/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00080	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Amendment of Solicitation - Modification of Contract No PO0001 Dated 03/10/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00081	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Amendment of Solicitation - Modification of Contract No PA0002 Dated 04/22/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00082	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Order for Supplies and Services Dated 09/01/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00083	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Operating Expense Letter Dated 10/08/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00084	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 18 Dated 08/02/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00085	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 19 Dated 08/19/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00086	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No 20 Dated 10/29/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00087	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Operating and Escalation Letter Dated 10/06/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00088	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Operating and Escalation Letter Dated 10/03/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00089	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No UWT Dated 05/15/2024	\$0.00
	Government Properties Income Trust LLC	OPI_T00090	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Lease Amendment No TRM Dated 02/25/2025	\$0.00
	Government Properties Income Trust LLC	OPI_T00091	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Letter Dated 03/04/2025	\$0.00
	Government Properties Income Trust LLC	OPI_T00092	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Operating and Escalation Letter Dated 10/15/2025	\$0.00
U.S. General Services Administration - US Secret Service	112 Ave Miami LLC	OPI_T02128	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease No GS-04B-61880 Dated 01/01/2013	\$0.00
	112 Ave Miami LLC	OPI_T02129	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 1 Dated 08/01/2013	\$0.00
	112 Ave Miami LLC	OPI_T02130	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Statement of Lease Dated 12/11/2013	\$0.00
	112 Ave Miami LLC	OPI_T02131	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Assignment and Assumption of Lease (WS) Dated 01/10/2014	\$0.00
	112 Ave Miami LLC	OPI_T02132	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Novation Agreement (WS) Dated 04/22/2014	\$0.00
	112 Ave Miami LLC	OPI_T02133	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 2 (WS) Dated 01/10/2014	\$0.00
	112 Ave Miami LLC	OPI_T02134	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Letter Dated 12/09/2014	\$0.00
	112 Ave Miami LLC	OPI_T02135	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Change of Name Agreement Dated 01/30/2015	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - US Secret Service	112 Ave Miami LLC	OPI_T02136	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 3 Dated 01/30/2015	\$0.00
	112 Ave Miami LLC	OPI_T02137	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Notice to Proceed Letter Dated 02/04/2016	\$0.00
	112 Ave Miami LLC	OPI_T02138	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Notice to Proceed Letter Dated 03/28/2016	\$0.00
	112 Ave Miami LLC	OPI_T02139	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Contract Administration Announcement Letter	\$0.00
	112 Ave Miami LLC	OPI_T02140	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Operating and Escalation Letter Dated 02/13/2019	\$0.00
	112 Ave Miami LLC	OPI_T02141	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Operating and Escalation Letter Dated 02/05/2020	\$0.00
	112 Ave Miami LLC	OPI_T02142	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Email Dated 04/16/2020	\$0.00
	112 Ave Miami LLC	OPI_T02143	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Email Dated 07/09/2020	\$0.00
	112 Ave Miami LLC	OPI_T02144	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Operating and Escalation Letter Dated 02/03/2021	\$0.00
	112 Ave Miami LLC	OPI_T02145	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Operating and Escalation Letter Dated 02/11/2022	\$0.00
	112 Ave Miami LLC	OPI_T02146	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 4 Dated 09/27/2022	\$0.00
	112 Ave Miami LLC	OPI_T02147	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 5 Dated 10/17/2022	\$0.00
	112 Ave Miami LLC	OPI_T02148	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 6 Dated 01/01/2023	\$0.00
	112 Ave Miami LLC	OPI_T02149	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Operating and Escalation Letter Dated 02/02/2023	\$0.00
	112 Ave Miami LLC	OPI_T02150	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 7 Dated 03/03/2023	\$0.00
	112 Ave Miami LLC	OPI_T02151	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 8 Dated 03/13/2023	\$0.00
	112 Ave Miami LLC	OPI_T02152	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Condition Survey Report Dated 08/30/2023	\$0.00
	112 Ave Miami LLC	OPI_T02153	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 9 Dated 11/08/2023	\$0.00
	112 Ave Miami LLC	OPI_T02154	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 10 Dated 03/28/2024	\$0.00
	112 Ave Miami LLC	OPI_T02155	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Certificate of Amendment Dated 04/19/2024	\$0.00
	112 Ave Miami LLC	OPI_T02156	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 11 Dated 12/06/2024	\$0.00
	112 Ave Miami LLC	OPI_T02157	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Operation and Escalation Letter Dated 02/04/2025	\$0.00
	112 Ave Miami LLC	OPI_T02158	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 12 Dated 04/28/2025	\$0.00
	112 Ave Miami LLC	OPI_T02159	Tenant Agreements	10350 NW 112th Avenue, Miami, FL 33178 - Lease Amendment No 13 Dated 06/24/2025	\$0.00
U.S. General Services Administration - Veteran's Health Administration (GS-08P-LWY00212)	Government Properties Income Trust LLC	OPI_T00120	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease No GS-08P-LWY00212	\$0.00
	Government Properties Income Trust LLC	OPI_T00121	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 1 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00122	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 2 (WS)	\$0.00
	Government Properties Income Trust LLC	OPI_T00123	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 3 Dated 01/07/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00124	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Email Dated 07/09/2020	\$0.00
	Government Properties Income Trust LLC	OPI_T00125	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 01/28/2021	\$0.00
	Government Properties Income Trust LLC	OPI_T00126	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 01/27/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00127	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 4	\$0.00
	Government Properties Income Trust LLC	OPI_T00128	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 5 Dated 07/01/2022	\$0.00
	Government Properties Income Trust LLC	OPI_T00129	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 01/30/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00130	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 6 Dated 03/24/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. General Services Administration - Veteran's Health Administration (GS-08P-LWY00212)	Government Properties Income Trust LLC	OPI_T00131	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 6 (Revised) Dated 03/24/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00132	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 7 Dated 05/25/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00133	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operating and Escalation Letter Dated 10/12/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00134	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 8 Dated 12/14/2023	\$0.00
	Government Properties Income Trust LLC	OPI_T00135	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 9 Dated 01/09/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00136	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Novation Agreement Dated 04/29/2024	\$0.00
	Government Properties Income Trust LLC; OPI WF Owner LLC	OPI_T00137	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 10 Dated 05/06/2024	\$0.00
	OPI WF Owner LLC	OPI_T00138	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No UWT Dated 06/25/2024	\$0.00
	OPI WF Owner LLC	OPI_T00139	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 11 Dated 08/01/2024	\$0.00
	OPI WF Owner LLC	OPI_T00140	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 12 Dated 08/12/2024	\$0.00
	OPI WF Owner LLC	OPI_T00141	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Operation and Escalation Letter 2/4/2025	\$0.00
	OPI WF Owner LLC	OPI_T00142	Tenant Agreements	5353 Yellowstone Road, Cheyenne, WY 82009 - Lease Amendment No 13 Dated 08/11/2025	\$0.00
U.S. General Services Administration - VT Court of Appeals (GS-11P-LDC00382)	GPT Properties Trust	OPI_T00435	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease No GS-11P-LDC00382 (WS)	\$0.00
	GPT Properties Trust	OPI_T00436	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 12/01/2021	\$0.00
	GPT Properties Trust	OPI_T00437	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 1 Dated 02/02/2022	\$0.00
	GPT Properties Trust	OPI_T00438	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Release of Claims Dated 03/02/2022	\$0.00
	GPT Properties Trust	OPI_T00439	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Release of Claims Dated 03/09/2022	\$0.00
	GPT Properties Trust	OPI_T00440	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 1 (Revised) Dated 07/22/2022	\$0.00
	GPT Properties Trust	OPI_T00441	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 2 Dated 10/18/2022	\$0.00
	GPT Properties Trust	OPI_T00442	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 12/15/2022	\$0.00
	GPT Properties Trust	OPI_T00443	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 11/29/2023	\$0.00
	GPT Properties Trust	OPI_T00444	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No UWT Dated 06/26/2024	\$0.00
	GPT Properties Trust	OPI_T00445	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 3 Dated 09/24/2024	\$0.00
	GPT Properties Trust	OPI_T00446	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Condition Survey Report (WS) Dated 11/26/2024	\$0.00
	GPT Properties Trust	OPI_T00447	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Operating and Escalation Letter Dated 12/03/2024	\$0.00
	GPT Properties Trust	OPI_T00448	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 4 Dated 12/09/2024	\$0.00
	GPT Properties Trust	OPI_T00449	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 5 Dated 12/09/2024	\$0.00
	GPT Properties Trust	OPI_T00450	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 6 Dated 01/07/2025	\$0.00
	OPI WF Owner LLC	OPI_T00451	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease Amendment No 7 Dated 07/17/2025	\$0.00
U.S. General Services Administration - VT Court of Appeals (Parking)	GPT Properties Trust	OPI_T00452	Tenant Agreements	625 Indiana Avenue, NW, Washington, DC 20004 - Lease of Parking Spaces Dated 11/01/2020	\$0.00
U.S. Security Associates, Inc.	Office Properties Income Trust	OPI_V00454	Vendor Agreements	Master Service Agreement Dated 02/14/2018	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
U.S. Security Associates, Inc.	SIR Campbell Place Inc.; OPI BND Properties LLC	OPI_V00457	Vendor Agreements	Service Agreement Dated 09/01/2024	\$0.00
	OPI WF Owner LLC	OPI_V00458	Vendor Agreements	Service Agreement Dated 09/01/2024	\$0.00
	Office Properties Income Trust	OPI_V00638	Vendor Agreements	Master Service Agreement Dated 01/11/2018	\$0.00
UMB Bank, N.A.	OPI WF Owner LLC	OPI_T02220	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Automatic Teller Machine License Agreement Dated 09/01/2008	\$0.00
	OPI WF Owner LLC	OPI_T02221	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - First Amendment to License Agreement Dated 09/01/2011	\$0.00
	OPI WF Owner LLC	OPI_T02222	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Second Amendment to License Agreement Dated 08/01/2014	\$0.00
	OPI WF Owner LLC	OPI_T02223	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Third Amendment to License Agreement (WS) Dated 12/03/2018	\$0.00
	OPI WF Owner LLC	OPI_T02224	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Fourth Amendment to License Agreement Dated 09/01/2021	\$0.00
	OPI WF Owner LLC	OPI_T02225	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Certification of Authority Dated 02/16/2022	\$0.00
	OPI WF Owner LLC	OPI_T02226	Tenant Agreements	2555 Grand Boulevard, Kansas City, MO 64108 - Fifth Amendment to License Agreement Dated 11/21/2024	\$0.00
Union Pacific Railroad Company	GPT Properties Trust	OPI_T00301	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Office Lease Agreement Dated 01/24/1997	\$0.00
	GPT Properties Trust	OPI_T00302	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated 09/29/2000	\$0.00
	GPT Properties Trust	OPI_T00303	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Lease Dated 10/05/2005	\$0.00
	GPT Properties Trust	OPI_T00304	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Third Amendment to Lease (WS) Dated 02/18/2010	\$0.00
	GPT Properties Trust	OPI_T00305	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fourth Amendment to Lease (WS) Dated 01/01/2016	\$0.00
	GPT Properties Trust	OPI_T00306	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Certificate of Authority Dated 05/13/2021	\$0.00
United Parcel Service, Inc.	GPT Properties Trust	OPI_T00307	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Fifth Amendment to Lease Dated 05/18/2021	\$0.00
	SIR Properties REIT LLC	OPI_T01949	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - United Parcel Service Drop Box Agreement Dated 04/16/2021	\$0.00
United States Postal Service	OPI WF Owner LLC	OPI_T02021	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Lease Agreement (368204-004) Dated 06/01/2006	\$0.00
	OPI WF Owner LLC	OPI_T02022	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Statement of Lease Dated 04/06/2012	\$0.00
	OPI WF Owner LLC	OPI_T02023	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Statement of Lease Dated 12/13/2012	\$0.00
	OPI WF Owner LLC	OPI_T02024	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Lease Assignment Dated 12/19/2012	\$0.00
	OPI WF Owner LLC	OPI_T02025	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Lease Amendment No 001 Dated 06/03/2015	\$0.00
	OPI WF Owner LLC	OPI_T02026	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter Dated 07/01/2015	\$0.00
	OPI WF Owner LLC	OPI_T02027	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Letter (WS) Dated 03/11/2020	\$0.00
	OPI WF Owner LLC	OPI_T02028	Tenant Agreements	2300 Yorkmont Road, Charlotte, NC 28217 - Lease Amendment No 002 (WS) Dated 03/11/2020	\$0.00
Universal Leaf Tobacco Company, Inc.	SIR Properties Trust	OPI_T02233	Tenant Agreements	9201 Forest Hill Avenue, Richmond, VA 23235 - Lease Agreement Dated 10/23/2008	\$0.00
	SIR Properties Trust	OPI_T02234	Tenant Agreements	9201 Forest Hill Avenue, Richmond, VA 23235 - Commencement Date Agreement Dated 03/23/2009	\$0.00
	SIR Properties Trust	OPI_T02235	Tenant Agreements	9201 Forest Hill Avenue, Richmond, VA 23235 - First Amendment of Lease Dated 03/16/2016	\$0.00
	SIR Properties Trust	OPI_T02236	Tenant Agreements	9201 Forest Hill Avenue, Richmond, VA 23235 - Letter Dated 09/30/2016	\$0.00
Universal Site Services, Inc.	OPI BND Properties LLC	OPI_V00459	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
	SIR Properties REIT LLC	OPI_V00460	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00461	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
University Termite & Pest Control, Inc.	GPT Properties Trust	OPI_V00462	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
Upstate Roofing & Painting, Inc.	GPT Properties Trust	OPI_V00463	Vendor Agreements	Service Agreement Dated 01/01/2023	\$0.00
	SIR Properties Trust	OPI_V00464	Vendor Agreements	Service Agreement Dated 04/01/2022	\$0.00
Valcourt Building Services of Virginia, L.C.	SIR Properties Trust	OPI_V00465	Vendor Agreements	Service Agreement Dated 10/01/2023	\$0.00
	OPI Notex Properties LLC	OPI_V00466	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
	OPI WF Owner LLC	OPI_V00467	Vendor Agreements	Service Agreement Dated 01/01/2025	\$0.00
	GPT Properties Trust	OPI_V00640	Vendor Agreements	Service Agreement Dated 02/28/2024	\$0.00
Velocity Government Relations, LLC	440 First Street LLC	OPI_T01094	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Deed of Lease Dated 10/05/2019	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Velocity Government Relations, LLC	440 First Street LLC	OPI_T01095	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Assignment and Assumption Agreement Dated 09/23/2022	\$0.00
	440 First Street LLC	OPI_T01096	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Consent to Assignment and Assumption of Lease and First Amendment to Lease Dated 09/28/2022	\$0.00
	440 First Street LLC	OPI_T01097	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Second Amendment to Lease Dated 08/11/2023	\$0.00
	440 First Street LLC	OPI_T01098	Tenant Agreements	440 First Street, NW, Washington, DC 20001 - Third Amendment to Lease Dated 10/25/2025	\$0.00
Venture Gain L.L.C.	OPI Notex Properties LLC; OPI Notex Properties LLC	OPI_T01913	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Office Lease Dated 03/31/2011	\$0.00
	OPI Notex Properties LLC; OPI Notex Properties LLC	OPI_T01914	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - First Amendment to Lease Dated 03/19/2012	\$0.00
	OPI Notex Properties LLC; OPI Notex Properties LLC	OPI_T01915	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Second Amendment to Lease Dated 07/12/2012	\$0.00
Verizon Virginia LLC	GOV Lake Fairfax Inc.	OPI_T00896	Tenant Agreements	1760 Business Center Drive, Reston, VA 20190 - FTTP Premises Access License Dated 11/03/2023	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01292	Tenant Agreements	45600 Woodland Road, Sterling, VA 20166 - Right of Entry Agreement Dated 05/27/2021	\$0.00
	OPI WF Owner LLC	OPI_T00580	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - In Building Radio Distribution License Agreement Dated 09/25/2008	\$0.00
	OPI WF Owner LLC	OPI_T00581	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - First Amendment to In Building Radio Distribution License Agreement (WS) Dated 05/20/2013	\$0.00
Versacor Enterprises, LLC	Government Properties Income Trust LLC	OPI_V00468	Vendor Agreements	Quarterly Pest Control Service Order Dated 05/01/2023	\$0.00
	Office Properties Income Trust; SIR Properties Trust	OPI_V00470	Vendor Agreements	Monthly/Quarterly Pest Control Service Order Dated 05/01/2023	\$0.00
Verve, a Credit Union	OPI WF Owner LLC	OPI_T02416	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Lease Agreement Dated 02/03/2016	\$0.00
	OPI WF Owner LLC	OPI_T02417	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Term Certification Dated 12/08/2016	\$0.00
	OPI WF Owner LLC	OPI_T02418	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - Letter Notification Dated 01/27/2020	\$0.00
	OPI WF Owner LLC	OPI_T02419	Tenant Agreements	1000 West Fulton Market, Chicago, IL 60607 - First Amendment to Lease Agreement Dated 05/01/2025	\$0.00
VGBio, Inc.	OPI Notex Properties LLC	OPI_T01916	Tenant Agreements	1415 West Diehl Road, Naperville, IL 60563 - Third Amendment to Lease Dated 07/26/2013	\$0.00
Viasat, Inc.	SIR Campbell Place Inc.	OPI_T02274	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Lease Agreement Dated 09/04/2019	\$0.00
	OPI BND Properties LLC	OPI_T02275	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Exhibit B - Declaration by LL and T (WS) Dated 10/07/2020	\$0.00
	OPI BND Properties LLC	OPI_T02276	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - First Amendment to Lease Dated 02/20/2021	\$0.00
	OPI BND Properties LLC	OPI_T02277	Tenant Agreements	2548 Campbell Place, Carlsbad, CA 92009 - Second Amendment to Lease Dated 03/24/2021	\$0.00
View the Space, Inc. (VTS), a Delaware Corporation	Office Properties Income Trust	OPI_V00471	Vendor Agreements	Master Services Agreement Dated 10/01/2024	\$0.00
	Office Properties Income Trust	OPI_V00472	Vendor Agreements	Master Services Agreement Dated 07/16/2015	\$0.00
Virginia Electric and Power Company	GPT Properties Trust	OPI_T00845	Tenant Agreements	2101 Bermuda Hundred Drive, Chester, VA 23836 - Right of Way Agreement Dated 07/12/2022	\$0.00
Vortex Industries, LLC	GPT Properties Trust	OPI_V00473	Vendor Agreements	Service Agreement Dated 08/10/2023	\$0.00
W.W. Nash & Sons, Inc.	GPT Properties Trust; SIR Properties Trust	OPI_V00476	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
	GPT Properties Trust; SIR Properties Trust	OPI_V00641	Vendor Agreements	Service Order Dated 12/30/2024	\$0.00
Waldon Enterprises, LLC dba Candles Off Main	ACP East LLC	OPI_T01357	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Lease Agreement Dated 11/09/2021	\$0.00
	ACP East LLC	OPI_T01358	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - First Amendment to Lease Dated 06/27/2023	\$0.00
	ACP East LLC	OPI_T01359	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Emergency Motion for Authorization to Pay Dated 07/31/2023	\$0.00
	ACP East LLC	OPI_T01360	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Amended Order Shortening Deadline for Creditors Dated 08/01/2023	\$0.00
	ACP East LLC	OPI_T01361	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Order Approving Employment of Strategic Tax Resolution LLC Dated 09/14/2023	\$0.00
	ACP East LLC	OPI_T01362	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Debtors Challenge 11 Subchapter V Plan of Reorganization Dated 10/26/2023	\$0.00
	ACP East LLC	OPI_T01363	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Debtor's Motion to Reject Executory Contract Dated 12/21/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
Waldon Enterprises, LLC dba Candles Off Main	ACP East LLC	OPI_T01364	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Consent to Sublease Agreement and Second Amendment to Lease Dated 05/06/2024	\$0.00
	ACP East LLC	OPI_T01365	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Notice of Occurrence Dated 05/16/2024	\$0.00
	ACP East LLC	OPI_T01366	Tenant Agreements	2001-2003 Commerce Park Drive, Annapolis, MD 21401 - Sublease Agreement Dated 05/01/2024	\$0.00
Waltham Services LLC	OPI Notex Properties LLC	OPI_V00477	Vendor Agreements	Service Agreement Dated 04/01/2025	\$0.00
Warner, Incorporated dba ServiceMaster Commercial Cleaning of Jackson	Government Properties Income Trust LLC	OPI_V00478	Vendor Agreements	Service Agreement Dated 05/01/2023	\$0.00
	Government Properties Income Trust LLC	OPI_V00642	Vendor Agreements	Service Agreement Dated 03/16/2023	\$0.00
Wayne Automatic Fire Sprinklers, Inc.	OPI WF Owner LLC	OPI_V00483	Vendor Agreements	Service Agreement Dated 01/01/2024	\$0.00
	OPI WF Owner LLC	OPI_V00643	Vendor Agreements	Service Agreement Dated 12/15/2023	\$0.00
	OPI WF Owner LLC	OPI_V00644	Vendor Agreements	Service Agreement Dated 05/08/2024	\$0.00
West Fire Systems, Inc.	SIR Properties Trust	OPI_V00485	Vendor Agreements	Service Agreement Dated 03/01/2024	\$0.00
Western Waterproofing Company of America d/b/a Western Specialty Contractors of America	OPI WF Owner LLC	OPI_V00645	Vendor Agreements	Master Construction Contract Dated 05/22/2018	\$0.00
	OPI WF Owner LLC	OPI_V00646	Vendor Agreements	Service Order Dated 02/21/2024	\$0.00
	OPI WF Owner LLC	OPI_V00486	Vendor Agreements	Master Construction Contract Dated 05/22/2018	\$0.00
Westinghouse Security Systems, Inc.	OPI Notex Properties LLC	OPI_T01573	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Letter Agreement Dated 06/27/1994	\$0.00
	OPI Notex Properties LLC	OPI_T01574	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Lease Agreement Dated 07/05/1994	\$0.00
	OPI Notex Properties LLC	OPI_T01575	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Guaranty Dated 07/05/1994	\$0.00
WestSec, Inc.	OPI Notex Properties LLC	OPI_T01576	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Assignment of LL's Interest in Lease, Security and Other Deposits Dated 06/22/1995	\$0.00
	OPI Notex Properties LLC	OPI_T01577	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Consent to Assignment of Lease Agreement Dated 12/27/1996	\$0.00
	OPI Notex Properties LLC	OPI_T01578	Tenant Agreements	4221 W. John Carpenter Freeway, Irving, TX 75063 - Assignment and Assumption of Lease Agreement Dated 12/31/1996	\$0.00
White & Case LLP	Office Properties Income Trust	OPI_P00007	Vendor Agreements	Letter Agreement Dated 7/28/25	\$0.00
Wild Goose Chase, Inc.	SIR Properties REIT LLC	OPI_V00487	Vendor Agreements	Service Order for Goose Control Dated 03/01/2024	\$0.00
Wine Institute	GPT Properties Trust	OPI_T00308	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Lease Agreement Dated 12/11/2017	\$0.00
	GPT Properties Trust	OPI_T00309	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Exhibit B - Declaration by LL and T (WS) Dated 11/01/2018	\$0.00
	GPT Properties Trust	OPI_T00310	Tenant Agreements	915 L Street, Sacramento, CA 95814 - First Amendment to Lease Dated 09/11/2023	\$0.00
	OPI BND Properties LLC	OPI_T00311	Tenant Agreements	915 L Street, Sacramento, CA 95814 - Second Amendment to Lease Dated 09/12/2024	\$0.00
	FP Atlantic Corporate Park, LLC; GPT Properties Trust; FP 1775 Wiehle Avenue, LLC; OPI Notex Properties LLC; GOV Lake Fairfax Inc.	OPI_V00489	Vendor Agreements	Service Order Dated 01/01/2025	\$0.00
Wireless PCS, Inc., d/b/a AT&T Wireless Services	FP Patuxent Parkway, LLC	OPI_T01412	Tenant Agreements	10320 Little Patuxent Parkway, Columbia, MD 21044 - Letter Agreement Dated 05/06/2013	\$0.00
	OPI WF Owner LLC	OPI_T00592	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Fourth Amendment to Lease Dated 03/28/2005	\$0.00
	OPI WF Owner LLC	OPI_T00593	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Fifth Amendment to Lease Dated 08/21/2009	\$0.00
	OPI WF Owner LLC	OPI_T00594	Tenant Agreements	600 West Peachtree Street NW, Atlanta, GA 30308 - Consent to Assignment of Lease Dated 07/02/2010	\$0.00
Workiva Inc.	Office Properties Income Trust	OPI_V00647	Vendor Agreements	Subscription Order Dated 06/01/2018	\$0.00
	Office Properties Income Trust	OPI_V00648	Vendor Agreements	Subscription Order Dated 08/09/2016	\$0.00
	Office Properties Income Trust	OPI_V00649	Vendor Agreements	Amendment To Order Subscription Modification Dated 06/21/2019	\$0.00
	Office Properties Income Trust	OPI_V00650	Vendor Agreements	Subscription Order Dated 08/21/2025	\$0.00
	Office Properties Income Trust	OPI_V00651	Vendor Agreements	Workiva SEC Reporting Solution Subscription Order Dated 08/17/2020	\$0.00
X-energy, LLC	FP Redland Technology Center LLC	OPI_T01505	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Sublease Agreement Dated 04/10/2025	\$0.00
	FP Redland Technology Center LLC	OPI_T01524	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Lease Agreement Dated 03/01/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01525	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Declaration by LL and T (WS) Dated 04/18/2023	\$0.00
	FP Redland Technology Center LLC	OPI_T01526	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - First Amendment to Lease Dated 08/31/2023	\$0.00

Schedule of Assumed Executory Contracts and Unexpired Leases

Name of Counterparty	Debtor(s)	Unique ID	Contract Type	Description	Proposed Cure Amount
X-energy, LLC	FP Redland Technology Center LLC	OPI_T01527	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Second Amendment to Lease Dated 08/28/2024	\$0.00
	FP Redland Technology Center LLC	OPI_T01528	Tenant Agreements	530 Gaither Road, Rockville, MD 20850 - Letter Dated 06/27/2025	\$0.00
XO Communication Services, LLC	FP 1775 Wiehle Avenue, LLC	OPI_T01257	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - License Agreement Dated 09/01/2015	\$0.00
	FP 1775 Wiehle Avenue, LLC	OPI_T01258	Tenant Agreements	1775 Wiehle Avenue, Reston, VA 20190 - Extension Letter Request Dated 04/03/2020	\$0.00
	FP 1401 K, LLC	OPI_T01180	Tenant Agreements	1401 K Street, NW, Washington, DC 20005 - License Agreement Dated 10/15/2015	\$0.00
XO Communications, LLC	FP 11 Dupont Circle, LLC	OPI_T01230	Tenant Agreements	11 Dupont Circle, NW, Washington, DC 20036 - License Agreement Dated 12/04/2015	\$0.00
Yellowstone Landscape, Inc.	OPI WF Owner LLC	OPI_V00491	Vendor Agreements	Service Agreement Dated 05/01/2025	\$0.00
	OPI BND Properties LLC	OPI_V00652	Vendor Agreements	Service Agreement Dated 10/06/2024	\$0.00
Yield Solutions Group, LLC	SIR Centennial LLC	OPI_T01994	Tenant Agreements	7958 South Chester Street, Centennial, CO 80112 - Lease Agreement Dated 07/22/2025	\$0.00
Young Law Firm LLC	FP 6310 Hillside Center, LLC	OPI_T01465	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Deed of Lease for Office Space (WS) Dated 09/23/2014	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01466	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - Letter Agreement Dated 04/01/2020	\$0.00
	FP 6310 Hillside Center, LLC	OPI_T01467	Tenant Agreements	6310 Hillside Court, Columbia, MD 21046 - First Amendment to Deed of Lease Dated 03/06/2022	\$0.00
Zayo Group, LLC	Government Properties Income Trust LLC	OPI_T00093	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Right of Entry Agreement (WS) Dated 01/07/2013	\$0.00
	Government Properties Income Trust LLC	OPI_T00094	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - First Amendment to Right of Entry Agreement Dated 03/05/2019	\$0.00
	Government Properties Income Trust LLC	OPI_T00095	Tenant Agreements	4241 NE 34th Street, Kansas City, MO 64117 - Second Amendment to Right of Entry Agreement Dated 10/10/2024	\$0.00
	FP Atlantic Corporate Park, LLC	OPI_T01346	Tenant Agreements	45610 Woodland Road, Sterling, VA 20166 - Right of Entry Agreement Dated 10/13/2025	\$0.00
	SIR Properties Trust	OPI_T02316	Tenant Agreements	77 Rio Robles Drive, San Jose, CA 95134 - Right of Entry Agreement Dated 03/28/2023	\$0.00
Zurich American Insurance Company	Office Properties Income Trust	OPI_Z00001	Vendor Agreements	General Indemnity Agreement Dated 2/18/2020	\$0.00

EXHIBIT E

Schedule of Rejected Executory Contracts and Unexpired Leases

In accordance with Article VIII of the *Third Amended Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtor Affiliates* [Docket No. 1174] (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the “**Plan**”),¹ the Debtors hereby provide notice that, pursuant to section 365 of the Bankruptcy Code, the Debtors propose to reject the Executory Contracts and Unexpired Leases (if any) listed on the schedule below (the “***Schedule of Rejected Executory Contracts and Unexpired Leases***”) as of the Petition Date.

The Debtors’ listing of an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases shall not be deemed or construed as: (a) a promise by the Debtors to seek the rejection of such contract or lease; (b) a limitation or waiver on the Debtors’ ability to amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) a limitation or waiver on the Debtors’ ability to seek to assume or reject any Executory Contract or Unexpired Lease; or (d) an admission that any potential Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of such agreements or the validity, priority, or amount of any claims of a counterparty to such agreements against the Debtors that may arise under such agreements, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such agreements. Any General Unsecured Claim for rejection of Executory Contracts or Unexpired Leases that the Debtors elect to reject shall be treated in accordance with the Plan and applicable provisions of the Bankruptcy Code. Parties to Executory Contracts or Unexpired Leases appearing on the Schedule of Rejected Executory Contracts and Unexpired Leases are advised to carefully review the information contained herein and the related provisions of the Plan.

The Debtors reserve all their rights, claims, and causes of action with respect to this **Exhibit E**, including the right to amend, revise, or supplement this **Exhibit E**, and any of the documents and designations contained herein, at any time before the Effective Date (or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court) for any reason whatsoever, including based on objections received to Article VIII of the Plan or otherwise.

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

Schedule of Rejected Executory Contracts and Unexpired Leases

None.

EXHIBIT F

Schedule of Retained Causes of Action

In accordance with and as provided by section 1123(b) of the Bankruptcy Code, Article 10.8 of the *Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtor Affiliates*, dated April 8, 2026 [Docket No. 1174] (including any exhibits, schedules, and supplements thereto, and as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms, the “**Plan**”),¹ and the Confirmation Order, and except as otherwise set forth herein and in the Plan, any and all claims or Causes of Action of the Debtors, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such claims or Causes of Action (including, without limitation, any Avoidance Action, preference, or other claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, but excluding any claim against any Released Party released pursuant to Article 10.6(a) of the Plan) (collectively, the “**Retained Causes of Action**”) shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors shall retain and may enforce in their sole discretion all rights to commence, pursue, prosecute, and/or settle, as appropriate, each of the Retained Causes of Action.

To the extent provided by Article 10.8 of the Plan and the Confirmation Order, the Reorganized Debtors shall have, retain, reserve and be entitled to assert, and may enforce all rights to commence and pursue, as appropriate, any and all claims or Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors’ legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

Unless any Causes of Action against a Person or Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or pursuant to a Bankruptcy Court order in the Chapter 11 Cases, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

No Person or Entity (other than the Released Parties) may rely on the absence of a specific reference in the Confirmation Order, the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code and Article 10.1 of the Plan, except as otherwise provided in the Plan, herein, or in the Confirmation Order, any Causes of

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Action that a Debtor may hold against any Person or Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court.

Any claim or Cause of Action that is not expressly released under the Plan² is deemed retained by the Reorganized Debtors. For the avoidance of doubt, the following specific types of Causes of Action are indicative, but are in no way exclusive, of the Causes of Action retained in connection with the Plan, and the failure to list any specific Cause of Action shall not be a bar and shall not have any impact on the Debtors' or Reorganized Debtors' rights to bring any Cause of Action not otherwise expressly released under the Plan or any other order of the Court:

- claims related to insurance contracts, insurance policies, occurrence policies, and occurrence contracts, in each case, to which any Debtor is or was a party or pursuant to which any Debtor or any of its Related Parties has any rights whatsoever including, but not limited to, (a) indemnity, contribution, reimbursement, and overpayment of premiums and fees and (b) Causes of Action against current or former insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, surety bond issuers, or third-party claims administrators relating to coverage, indemnity, subrogation, contribution, reimbursement, overpayment of premiums and fees, breach of contract, or any other matters;
- claims related to tax obligations and refunds, including, without limitation, claims against or related to all Persons or Entities that owe or that may in the future owe money related to tax refunds, credits (including, but not limited to, section 48D tax credits), overpayments, recoupments, offsets, disputes, rebates, offsets, incentives, exemptions, or other claims that may be due and owing to the Debtors or the Reorganized Debtors, as applicable. Furthermore, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all claims against or related to all Persons or Entities who assert or may assert that the Debtors owe tax obligations;
- claims, defenses, cross-claims, indemnification, third-party claims, and counterclaims related to litigation and possible litigation, as well as all claims against or related to all Persons or Entities that are party to or that may in the future become party to arbitration or any other type of adversarial dispute resolution proceeding, whether formal or informal, or judicial or nonjudicial, regardless of whether such proceeding is disclosed in the Debtors' Schedules and regardless of whether such Person or Entity is identified in the Plan, the Plan Supplement, or any amendments thereto, including, without limitation, all actual or potential: (a) contract and tort actions that may exist or subsequently arise; (b) actions relating to environmental and product liability matters; (c) actions arising out of, or relating

² For the avoidance of doubt, any Cause of Action against any Released Party subject to Article 10.6(a) of the Plan shall be deemed expressly released under the Plan. In the event of a conflict between the terms of the Plan and this Schedule of Retained Causes of Action, the terms of the Plan shall control.

to, the Debtors' or Reorganized Debtors', as applicable, intellectual property rights; and (d) actions relating to any conduct that constitutes fraud. For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all prepetition claims against the Debtors that may be identified herein shall be treated in accordance with the Plan and the Bankruptcy Code;

- claims related to any and all contracts and leases (including all non-residential real property leases) to which the Debtors have any rights whatsoever (including rights as a third party beneficiary or otherwise), including, but not limited to, any Executory Contracts or Unexpired Leases. Furthermore, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all claims against or related to tenants, vendors, dealers, suppliers of goods or services, customers, or any other parties or Persons or Entities: (a) for prepayments, credits, overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, tenants, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens; (f) counter-claims and defenses related to any contractual obligations; (g) any turnover actions arising under sections 542 or 543 of the Bankruptcy Code; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims;
- claims based in whole or in part upon tort against any Person or Entity;
- claims related to all Persons or Entities that owe or that may in the future owe money to the Debtors or the Reorganized Debtors, as applicable, regardless of whether such Person or Entity is expressly identified in the Plan, the Plan Supplement, or any amendments thereto, including claims for late or denied payments. Furthermore, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all claims against or related to all Persons or Entities who assert or may assert that the Debtors or Reorganized Debtors owe money to them, including, without limitation, all Persons or Entities listed in Exhibit A to that certain *Notice of Filing of Redacted Consolidated Creditor Matrix* [Docket No. 138], and regardless of whether such Person or Entity is expressly identified in the Plan, the Plan Supplement, or any amendments to the Plan or the Plan Supplement;
- claims related to postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral regardless of whether such posting of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified herein;
- claims related to liens regardless of whether such lien is specifically identified herein;

- related party claims and Intercompany Claims;
- claims, defenses, appeals, cross-claims, and counterclaims related to any claims or actions asserted by any Governmental Unit;
- claims related to payments, deposits, holdbacks, reserves, or other amounts owed by any Governmental Unit;
- equitable subordination claims against any Holders of Claims;
- claims based on employee related matters;
- claims based on tenant related matters, including any account(s) receivable owed by any lessee of nonresidential real property that a Debtor(s) owns or operates as a lessor and accounts payable;
- claims related to environmental matters, including claims, defenses, appeals, cross-claims, and counterclaims against any environmental regulator or any other Person or Entity asserting environmental claims against the Debtors and any Person or Entity that may be liable, co-labile, or required to indemnify the Debtors in connection with any environmental matters;
- claims related to Avoidance Actions, preferences, or other claims arising under chapter 5 of the Bankruptcy Code, including, without limitation, sections 502, 510, 542, 544, 547 through 553, and 724(a) of the Bankruptcy Code;
- claims related to Claims objections, including any Claim filed against the Debtor in the Chapter 11 Cases and all rights of setoff or other legal or equitable rights and defenses with respect to any Claim;
- claims and Causes of Action against Persons or Entities that have filed, or may file, a Proof of Claim or request for payment of administrative expenses in these Chapter 11 Cases; and
- All Causes of Action that have been or could be asserted in or in connection with the following matters:
 - *Angela Craft Williams v. 1K Fulton LLC et al.*, No. 2026L000290 (Cir. Ct. of Cook Cty. 2026);
 - *Angela Moore v. SIR Properties REIT LLC*, No. 2025LA001436 (18th Judicial Cir. Ct. of Ill. 2025);
 - *FP Atlantic Corp. Park LLC v. Smartsky Networks LLC*, No. GV25000233-00 (Loudoun Gen. Dist. Ct. Feb. 13, 2026);
 - *In re Iron Hill Brewery, LLC*, No. 25-20476 (JNP) (Bankr. D.N.J. 2025);

- *In re McShane PC*, No. 24-11853 (MCR) (Bankr. D. Md. 2024);
- *In re SunPower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. 2024);
- *Monica Ivey v. The RMR Grp., LLC, OPI WF Owner et al.*, No. 26A00422 (DeKalb Cty. State Ct. 2026); and
- *Technicolor Creative Studios UK Ltd.*, No. CR-2025-001209 (In the High Court of Justice, Business and Property Courts of England and Wales, Insolvency and Companies List (ChD) 2025).

The Debtors reserve all rights to amend, supplement, or otherwise modify this Exhibit F to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

EXHIBIT G

Amended RMR Management Agreements

The Amended RMR Management Agreements remain subject to ongoing negotiations and review. Therefore, the Debtors are not filing the complete Amended RMR Management Agreements as an exhibit to the Plan Supplement at this time. Instead, the Debtors are filing the Management Term Sheet, which was previously included as an exhibit to the Restructuring Support Agreement, and which sets forth the material terms of the Amended RMR Management Agreements contemplated by the Plan. The Debtors intend to file the final forms of the Amended RMR Management Agreements with the Court prior to the commencement of the Confirmation Hearing under separate notice, consistent with the terms of the Plan. The rights of all parties in interest with respect to the Amended RMR Management Agreements are reserved.

OFFICE PROPERTIES INCOME TRUST
MANAGEMENT TERM SHEET

This management term sheet (the “**Management Term Sheet**”) is for discussion and settlement purposes only and is subject to the provisions of Rule 408 of the Federal Rules of Evidence and other applicable statutes, rules, and doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions. This Management Term Sheet and the information contained herein is strictly confidential and is subject to the confidentiality agreements entered into between the Parties (as defined below).

This Management Term Sheet is not intended (and should not be construed) to create any rights in favor of any person or entity, any liability on the part of any person or entity, or any obligation (including any obligation to consummate any agreement or to continue discussions or negotiations with respect to any agreement) on the part of any person or entity, with respect to any matter. The Parties shall have no obligation to consummate an agreement unless and until definitive written agreements setting forth the terms of such agreement are executed and delivered by the Parties and then the Parties’ obligations will be only as set forth in such agreements. Notwithstanding anything to the contrary, the Parties agree that the terms set forth in this Management Term Sheet are non-binding and subject to change in all respects, and that final terms will be negotiated by the Parties and reflected in definitive documentation to be filed with the Bankruptcy Court in connection with the Company’s chapter 11 plan of reorganization.

General Terms	
Parties	Office Properties Income Trust, a Maryland real estate investment trust (the “Company”). The RMR Group LLC, a Maryland limited liability company (the “Manager” and, together with the Company, the “Company Parties” and together with the Plan Sponsors (as defined in the RSA (defined below)), the “Parties”). Both the Company and the Manager are parties to (i) a Second Amended and Restated Business Management Agreement, dated as of June 5, 2015 (the “Original Business Management Agreement”) and (ii) a Second Amended and Restated Property Management Agreement, dated as of June 5, 2015 (the “Original Property Management Agreement” and, together with the Original Business Management Agreement, the “Original Agreements”).¹
A&R Agreements	The business management agreement and property management agreement contemplated herein (the “A&R Business Management Agreement” and the “A&R Property Management Agreement”, respectively, and together, the “A&R Agreements”) will serve as continuations of the Original Agreements in force and effect with respect to services performed and fees due with respect to such services and, as well, the amendment and restatement of the Original Agreements in their entirety, effective with respect to services performed and fees due with respect to such services after the date of the A&R Agreements. For purposes of clarity, the above-described modification and assumption of the A&R Agreements will not result in any claim by the Manager in the Chapter 11 Cases (or otherwise).

¹ The Plan Sponsors’ review and diligence relating to the Original Agreements is ongoing.

	The Company Parties shall enter into the A&R Agreements on the effective date (the “Effective Date”) of the Company’s plan of reorganization in the Chapter 11 Cases (as defined in the RSA), which shall be consistent with and approved in accordance with the Restructuring Support Agreement and the Restructuring Term Sheet attached thereto, to which this Management Term Sheet is attached as <u>Annex 3</u> (the “RSA” and such plan of reorganization, a “Conforming Plan”). The A&R Business Management Agreement and A&R Property Management Agreement will be filed in the Plan Supplement (in accordance with the terms/conditions of this Management Term Sheet).
Manager Compensation	
Management Fee	a) For the period from the effective date of any Plan confirmed and made effective in the Chapter 11 Cases to the Termination Date, the Manager shall be paid, for the services rendered by it to the Company pursuant to the A&R Business Management Agreement, an annual management fee (the “Business Management Fee”) payable in equal monthly installments on the first business day based on an annual amount equal to (i) until the second anniversary of the Effective Date, \$14,000,000.00 and (ii) thereafter, an amount to be agreed by the Manager and the Company. b) The Manager shall be paid pursuant to the A&R Property Management Agreement a 3% property management fee and a 5% construction supervision fee consistent with the Original Property Management Agreement. For the avoidance of doubt, consistent with the last sentence of the introduction above, the foregoing economic terms and conditions are non-binding and subject in all respects to the negotiation of, and agreement by the Parties to, definitive documentation, which would be filed with the Bankruptcy Court in connection with the Company’s chapter 11 plan of reorganization.
Equity Compensation	In addition to the management fees described above, on the Effective Date, the Company shall implement a management incentive plan (the “MIP”) that provides that the Company will issue to the Manager, on the Effective Date of a Conforming Plan, 2% of the Reorganized Common Equity (which shall not dilute the Reorganized Common Equity distributed as treatment for the September 2029 Senior Secured Note Claims as defined in the Restructuring Term Sheet) (the “Initial Equity Compensation”). The MIP will provide that the Manager may be entitled to receive up to an additional 8% of the Reorganized Common Equity based on the Company’s satisfaction of certain financial tests to be agreed upon by the board of the Reorganized Debtors and disclosed in the Plan Supplement (together with the Initial Equity Compensation, the “Equity Compensation”).
Expense Reimbursement	On the Effective Date, the Company shall reimburse the Manager for all reasonable legal fees and expenses incurred in connection with the negotiation of, and entrance into, this Management Term Sheet, the A&R Agreements, the RSA and the other Definitive Documents (as defined in the RSA) in an amount to be reasonably agreed by the Parties.

	Nothing herein shall limit or waive any reimbursement or indemnity rights of RMR under the Original Agreements. The A&R Agreements shall provide that the Company shall reimburse the Manager for all expenses related to the Company and its subsidiaries in a manner consistent with the terms of the Original Agreements, it being understood and agreed that the Original Agreements are subject to ongoing diligence by the Plan Sponsors as of the date hereof.
Term	
Term	The term of the A&R Agreements shall commence on the Effective Date and continue in force and effect, unless terminated, until the date that is five (5) years after the Effective Date (the “Initial Term”). Upon the expiration of the Initial Term, and each year thereafter (each, a “Renewal Date”), the term of each A&R Agreement shall be deemed automatically renewed for an additional one (1) year term (an “Automatic Renewal Term”), so that the term of each A&R Agreement thereafter ends on the first anniversary of such Renewal Date.
Termination	a) Notwithstanding any other provision of the Original Agreements or the A&R Agreements to the contrary, the A&R Agreements, or any extension thereof, may be terminated prior to the expiration of the term: (i). by the Company, (A) upon sixty (60) days’ prior written notice to the Manager (such termination, a “Company Termination for Convenience”), (B) for Cause, immediately upon written notice to the Manager (such termination, a “Company Termination for Cause”) or (C) by written notice at any time during the sixty (60) day period immediately following the date a Manager change of control occurred (such termination, a “Company CoC Termination”; (ii). by the Manager, (A) upon one hundred eighty (180) days’ prior written notice to the Company (“Manager Termination for Convenience”) or (B) for Good Reason (“Manager Termination for Cause”),² upon sixty (60) days’ prior written notice to the Company (or ninety (90) days if the Company takes steps to cure any relevant default within thirty (30) days of written notice to the Company); (iii). by either the Company or Manager by written notice to the other party given not less than sixty (60) days’ prior to the expiration of the then existing term such that the term shall not be automatically extended (it being agreed that such termination

² “**Good Reason**” shall mean (i) a default by the Company in the performance or observance of any material term, condition or covenant contained in the Agreement to be performed by the Company, the consequence of which was materially adverse to the Manager and which did not result from and was not attributable to any action, or failure to act, of the Manager, and such default shall continue for a period of sixty (60) days (or ninety (90) days if the Company takes steps to cure such default within thirty (30) days of written notice to the Company) after written notice thereof by the Manager specifying such default and requesting that the same be remedied in such sixty (60) day period or (ii) a Company change of control.

	shall be without cost or fees of any kind); or (iv). by either the Company or Manager by written notice to the other party given not less than sixty (60) days prior to the first day of any of the final three years of the Initial Term, if the Parties have not agreed on the Business Management Fee for the ensuing year. b) Any notice of termination shall include the reason for such termination. The A&R Agreements may only be terminated together, not individually. c) In the event of a Covered Termination prior to the second anniversary of the Effective Date,³ the Company shall pay the Manager an amount in cash (the “Termination Fee”) equal to the aggregate amount of Business Management Fees that would have been paid or payable to the Manager through the second anniversary of the Effective Date absent such Covered Termination less the amount of Business Management Fees actually paid to Manager through the date of termination (i.e., \$28 million less the Business Management Fee actually paid to Manager). d) No Termination Fee shall be payable in the event of a Company Termination for Cause, a Company CoC Termination or a Manager Termination for Convenience. No Termination Fee shall be payable if the A&R Agreements are terminated for any reason after the second anniversary of the Effective Date.
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³ “**Covered Termination**” shall mean a Company Termination for Convenience or Manager Termination for Cause.

EXHIBIT H

Mortgage Debt Guarantee Settlement Agreements

EXHIBIT H-1

Form of Waiver Agreement for Clay Ave Waco LLC and Primerica Pkwy GA LLC

LIMITED WAIVER AGREEMENT

THIS LIMITED WAIVER AGREEMENT (this “Agreement”), is made and entered into as of this ____ day of _____, 2026, by and among CLAY AVE WACO LLC and PRIMERICA PKWY GA LLC, each a Delaware limited liability company (each a “Borrower” and collectively, the “Borrowers”), OFFICE PROPERTIES INCOME TRUST, a Maryland real estate investment trust (the “Guarantor”; together with Borrowers, the “Loan Parties”) and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF BMO 2024-5C3 MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2024-5C3 AND THE UNCERTIFICATED INTEREST OWNERS, AND THE HOLDER OF THE RELATED SERVICED COMPANION LOAN, AS THEIR INTERESTS MAY APPEAR (the “Lender”).

WITNESSETH:

WHEREAS, the Borrowers, the other parties thereto and the Lender (as assignee of UBS AG) are parties to that certain Loan Agreement, dated as of September 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) governing the terms and conditions of a loan (the “Loan”) made by UBS AG to the Borrowers;

WHEREAS, the Borrowers executed and delivered to UBS AG the following promissory notes (the “Notes”), all of which are amended and restated promissory notes pursuant to various splitter agreements, and all of which Notes Lender currently is the holder: (a) that certain Amended, Restated, and Severed Promissory Note A-1-1-1 (“Note A-1-1-1”) in the original principal amount of \$23,000,000.00; (b) that certain Amended, Restated, and Severed Promissory Note A-1-1-2 (“Note A-1-1-2”) in the original principal amount of \$2,000,000.00; (c) that certain Amended, Restated, and Severed Promissory Note A-1-2 (“Note A-1-2”) in the original principal amount of \$10,000,000.00; (d) that certain Amended, Restated, and Severed Promissory Note A-2 (“Note A-2”) in the original principal amount of \$10,000,000.00; (e) that certain Amended, Restated, and Severed Promissory Note A-3 (“Note A-3”) in the original principal amount of \$5,000,000.00 and (f) that certain Amended, Restated, and Severed Promissory Note A-4 (“Note A-4”) in the original principal amount of \$4,300,000.00;

WHEREAS, to secure repayment of the Notes, the Borrowers executed and delivered to UBS AG a deed of trust (the “Deed of Trust”) encumbering 701 Clay Avenue, Waco, TX (the “Waco Property”) and a security deed (the “Security Deed”) encumbering One Primerica Parkway, Atlanta, GA (the “Atlanta Property”; together with the Waco Property, collectively, the “Property”);

WHEREAS, the Guarantor is party to that certain Guaranty of Recourse Obligations, dated as of September 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “OPI Guaranty”), made by the Guarantor for the benefit of the Lender (as assignee of UBS AG);

WHEREAS, on October 30, 2025 (the “Petition Date”), the Guarantor and certain of the Guarantor’s subsidiaries (each a “Debtor” and collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”, and such cases of the Debtors are jointly administered under Chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court, the “Chapter 11 Cases”);

WHEREAS, on April 8, 2026, the Debtors filed with the Bankruptcy Court that certain Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtors Affiliates [Docket No. 1174] (as amended, supplemented, or otherwise modified, the “Plan”);

WHEREAS, the filing of the Chapter 11 Cases by the Guarantor may have constituted a Default (this and other capitalized terms used and not otherwise defined having the meanings given such terms in the Loan Agreement and OPI Guaranty, as applicable) and an Event of Default under the Loan Agreement and the Loan Documents, including pursuant to Sections 10.1(a)(vi), 10.1(a)(vii), and 10.1(a)(viii) of the Loan Agreement and Section 5.3 of the OPI Guaranty (the “BK Related Events of Default”), and Lender has provided written notice to Borrowers and Guarantor asserting the BK Related Events of Default and informed Borrowers and Guarantor of Lender’s acceleration of the Loan;

WHEREAS, the Borrowers have requested that, subject to the terms and conditions of this Agreement, the Lender agree (i) to permanently and irrevocably waive the occurrence of the BK Related Events of Default as of the Effective Date (as defined below), (ii) to permanently and irrevocably waive exercising any rights or remedies it may have arising in connection with or as a result of the occurrence of the BK Related Events of Default as of the Effective Date, and (iii) that, notwithstanding the terms of the Loan Agreement, the Loan shall not be automatically accelerated and immediately due and payable by virtue of the occurrence of the BK Related Events of Default; and

WHEREAS, the Lender is willing, on the terms and conditions herein, and so long as Borrowers and Guarantor comply with the terms and conditions herein, to waive permanently and irrevocably the occurrence of the BK Related Events of Default and the exercise of any rights and remedies it may have arising in connection with or as a result of the occurrence of the BK Related Events of Default as of the Effective Date and agree that the Loan shall not be accelerated on the terms and subject to conditions specified herein.

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

SECTION 1. Limited Waiver.

1.1 Upon the date on which all conditions to effectiveness pursuant to Section 4 of this Agreement are satisfied (the “Effective Date”), and subject to the terms and conditions hereof, and provided Borrowers and Guarantor shall have made the payments and performed the other obligations required hereunder (on or before the Effective Date where applicable, and where such payments, performance and other obligations required hereunder are due after the Effective Date, Borrowers and Guarantor agree to make such payments and perform the other obligations required hereunder when due) (the “Reinstatement Obligations”), the Lender hereby (A) agrees to waive permanently and irrevocably any and all Defaults and Events of Defaults (including, but not limited to the BK Related Events of Default), and any provision of the Loan Documents that would otherwise prohibit the Chapter 11 Cases, (B) agrees that the Loans shall not become fully or partially recourse to the Guarantor under the OPI Guaranty or the other Loan Documents as a result of the Chapter 11 Cases, (C) agrees to decelerate the Loan, and (D) agrees that interest shall no longer accrue at the Default Rate.

1.2 Treatment of Guaranty. The Lender and the Borrowers agree that, pursuant to the Plan and this Agreement, the OPI Guaranty shall be reinstated in full, refinanced, or otherwise unimpaired as to Office Properties Income Trust or any successor(s) or assign(s) thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, trust, or other form, as the case may be, in connection with the Chapter 11 Cases on and after the Effective Date. For the avoidance of doubt, the Lender shall not be entitled to any distribution or recovery from the Guarantor or any other Debtor pursuant to the Plan (other than Guarantor’s assumption of the OPI Guaranty and this Agreement and the payments, performance and other obligations required to be paid by Guarantor hereunder). Each of the parties hereto agree that the treatment to be provided in the Plan shall be consistent

with this Agreement, and such consistent treatment shall be sufficient to constitute reinstatement of the OPI Guaranty in satisfaction of this Section 1.2.

SECTION 2. Representation and Warranty; Audited Statement. Guarantor hereby represents and warrants that, as of the date of delivery of the Audited Statement (as defined below), it is in compliance with Section 5.2(i) of the OPI Guaranty. To substantiate this representation and warranty, Guarantor shall deliver, as a condition precedent to the effectiveness of this Agreement, an audited financial statement (the "Audited Statement") showing that, as of the date of such delivery, it is in compliance with Section 5.2(i) of the OPI Guaranty.

SECTION 3. Reinstatement Obligations.

3.1 Closing Payment. On or before the Effective Date (and as a condition precedent to the effectiveness of this Agreement), Borrower shall pay to Lender the following (collectively, the "Closing Payments"): (a) special servicing fees to Midland in the amount of [●], which shall constitute all special servicing fees incurred through July 1, 2026; (b) a loan modification fee to Midland in the amount of [●] (the "Modification Fee"), which Modification Fee shall be fully earned when received by Midland and non-refundable under any circumstances; and (c) all reasonable and documented costs and expenses incurred by Lender in connection with this Agreement and the Cash Management Agreement (as defined below, and together with this Agreement, the "Loan Modification Documents"), the transactions contemplated thereby, and any actions taken by Lender to date to enforce the Loan Documents and preserve its collateral security, including, without limitation, property protection advances and the legal fees and expenses of counsel to Lender, as more fully described on Exhibit A attached hereto in the total amount of [●] (collectively, the "Costs and Expenses"); and (d) interest at the Default Rate in the total amount of [●] (collectively, the "Default Rate Interest"). Lender acknowledges that it is currently holding the amount of interest at the Interest Rate in the total amount of [●] (collectively, the "Suspense Amount"), which Suspense Amount shall be applied against the Closing Payments. The special servicing fees and Modification Fee shall be deemed as payment in full of all future special servicing fees and workout fees that would otherwise have been due and payable to Midland under the pooling and servicing agreement in connection with the BK Related Events of Default, and the obligation of Borrower to pay such special servicing fees and workout fees is hereby waived upon receipt by Lender of the special servicing fee and Modification Fee; provided, at such time, if ever, as the Loan is returned to special servicing, Borrower shall be obligated to pay all special servicing fees and workout fees thereafter due and payable under the pooling and servicing agreement.

The parties hereto agree that the Closing Payments specified above are a good faith estimate as of [●], 2026. In the event that the actual amount of Closing Payments accrued through the Effective Date (as mutually determined by the Borrower and the Lender acting reasonably) is more or less than the amount stated above, then the Borrower or Lender, as the case may be, agrees to remit to the Lender or Borrower, as the case may be, the difference between the amounts estimated above and the actual accrued amount.

3.2 Cash Management. On or before the Effective Date, Borrowers shall (a) execute and deliver the "Cash Management Agreement", substantially in the form delivered to Borrowers' counsel by Lender's counsel on February 24, 2026 and (b) perform all of Borrowers' obligations under the Cash Management Agreement which shall have become due as of the Effective Date. The Cash Management Agreement shall remain in effect until the indefeasible payment of the Debt.

3.3 Allowance of Claims as Filed; Treatment under Plan; Revised Plan Acceptance. Guarantor agrees Lender's claims with respect to each Note (the "Lender Claims") are allowed, subject to this Agreement (including accrual after the Petition Date of interest, charges and expenses as permitted under the Loan Documents). The Plan shall be revised to provide treatment of the Lender Claims in

accordance with this Agreement and shall be reasonably acceptable to the Lender with respect to the Lender Claims (the "Revised Plan"); it being understood and agreed that the treatment of the Lender Claims provided in the Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and its Debtor Affiliates [Docket No. 1174] is acceptable to the Lender. Guarantor and Lender agree such treatment of the Lender Claims renders the Lender Claims not impaired (as defined and provided in Section 1124 of the Bankruptcy Code). To the extent the Bankruptcy Court determines the treatment of the Lender Claims as provided in this Agreement does impair the Lender Claims, Lender agrees this Agreement constitutes a ballot to accept the Revised Plan.

3.4 Cure of Defaults. Upon the Effective Date, so long as the Closing Payments shall have been made and the other conditions precedent satisfied, the BK Related Events of Default shall be deemed satisfied in full and/or waived.

SECTION 4. Conditions to Effectiveness. This Agreement shall become effective upon the occurrence of each of the following to the satisfaction of Lender unless otherwise waived by Lender:

- (a) Borrowers and Guarantor shall have executed and delivered this Agreement to Lender;
- (b) Lender shall have executed and delivered this Agreement to Borrowers and Guarantor;
- (c) Borrowers shall have paid to Lender the Closing Payments;
- (d) Borrower shall have timely paid to Lender all Monthly Debt Service Payment Amounts due and owing prior to the Effective Date;
- (e) Borrowers shall have complied with Section 3.2 above regarding the Cash Management Agreement;
- (f) Guarantor shall have delivered the Audited Statement to Lender pursuant to Section 2 of this Agreement;
- (g) Guarantor shall have filed the Revised Plan and such Revised Plan shall not have been amended or modified in a manner adverse to the Lender with respect to the Lender Claims, [and the Revised Plan shall have been confirmed and become effective on or before May 6, 2026];
- (h) Lender shall have received evidence satisfactory to it that all insurance with respect to the Property required by the Loan Documents is in full force and effect, with all required premiums paid; and
- (i) Lender shall have received all financial statements for Borrowers and Guarantor and financial and operational information with respect to the Property as is required under Section 4.1.6 of the Loan Agreement as of the date of the execution of this Agreement.

SECTION 5. References to Loan Documents. References in any Loan Document to any other Loan Document shall be deemed to mean and to refer to such other Loan Document as the same has been modified by this Agreement or by any of the other Loan Modification Documents, as applicable.

SECTION 6. Release and Covenant Not to Sue. Upon the Effective Date, each of the Loan Parties, jointly and severally, on behalf of themselves and all of their respective officers, directors, partners, members, agents, representatives, employees, heirs, successors, and assigns (collectively, **“Releasing Loan Parties”**), do hereby unconditionally, irrevocably and fully remise, release, acquit, waive, satisfy, and forever discharge each of Lender, Midland Loan Services, a division of PNC Bank, National Association (**“Midland”**), and Original Lender, and each of their respective subsidiaries and affiliates and all of their respective members, partners, officers, directors, employees, agents, representatives, loan servicers, attorneys (including, without limitation, Perkins Coie LLP), accountants, participants, heirs, successors and assigns (collectively, the **“Released Parties”**) from any and all manner of debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, objections, defenses, setoffs, actions, claims, demands, and causes of action of any nature whatsoever, whether at law or in equity, whether known or unknown, either now accrued or hereafter maturing, which any of the Loan Parties now has or hereafter can, shall, or may have against any of the Released Parties by reason of any matter, cause, or thing from the beginning of the world to and including the Effective Date, in each case, arising out of or relating in any manner to (i) the Loan, including, but not limited to, the administration or funding thereof, (ii) any Loan Document, Loan Modification Documents, or the indebtedness now or previously evidenced and secured thereby, or (iii) any of the Property or the Mortgaged Property or the development, financing, and operation thereof (collectively, the **“Released Claims”**) *provided*, that the foregoing shall not release any claims, causes of action or defenses related to fraud, gross negligence, bad faith, or willful misconduct. As of the date hereof, to the Loan Parties’ knowledge, the Loan Parties are not aware of any claims, causes of action, or defenses related to fraud, gross negligence, bad faith, or willful misconduct in connection with the Released Claims. Furthermore, the Loan Parties, jointly and severally, for themselves and all of their respective officers, directors, partners, members, agents, representatives, employees, heirs, successors, and assigns, hereby covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Released Parties, by reason of or in connection with any of the foregoing Released Claims. The Loan Parties acknowledge that there is a risk that subsequent to the execution of this Agreement, Loan Parties may discover, incur, or suffer from Claims related to the Released Claims which were unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated Claims which, if known by Loan Parties on the date this Agreement is being executed, may have materially affected the Loan Parties’ decision to execute this Agreement.

SECTION 7. Guarantor’s Acknowledgement and Consent. Guarantor acknowledges and consents to all the terms and conditions of this Agreement and the other documents executed in connection herewith, and does hereby ratify, reaffirm and confirm its obligations under the OPI Guaranty, and hereby acknowledges that its obligations thereunder are subject to no claims, defenses, or offsets. Guarantor acknowledges and agrees that (i) this Agreement and the other documents executed in connection therewith shall not adversely affect any right or remedy of Lender under the Loan Agreement or the other Loan Documents, including any of Guarantor’s environmental obligations thereunder, (ii) except as expressly provided herein and in the other documents executed in connection herewith, the execution and delivery of this Agreement and the other documents executed in connection herewith shall in no way change or modify Guarantor’s obligations pursuant to the OPI Guaranty, (iii) except as expressly provided herein and in the other documents executed in connection herewith, the execution and delivery of any agreements by any Loan Party and Lender shall not otherwise constitute a waiver by Lender of any of Lender’s rights against any borrower, principal, or indemnitor under the Loan Documents, and (iv) the term “Loan Documents” as used in the OPI Guaranty shall mean and refer to the “Loan Documents” (as such term is defined in this Agreement), as the same are modified by this Agreement and the other documents executed in connection herewith.

SECTION 8. Future Negotiations. The Loan Parties acknowledge and agree that (a) Lender shall not have any obligation whatsoever to discuss, negotiate or to agree to any future restructuring of the Loan, or any future modification, amendment, extension, restructuring or reinstatement of the Loan Documents or to forbear from exercising its rights and remedies under the Loan Documents; and (b) that if there are any future discussions among Lender and any Loan Parties concerning any such restructuring, modification, amendment, extensions or reinstatement, then no restructuring, modification, amendment, extension, reinstatement, compromise, settlement, agreement or understanding with respect to the Loan, the Loan Documents, the Property or other property or any aspect thereof, shall constitute a legally binding agreement or contract or have any force or effect whatsoever unless and until reduced to writing and signed by authorized representatives of the parties hereto, and that none of the parties hereto shall assert or claim in any legal proceedings or otherwise that any such agreement exists except in accordance with the terms of this section.

SECTION 9. No Admissions. The Loan Parties and Lender expressly acknowledge and agree that the waivers, estoppels, releases, and covenants not to sue contained in this Agreement shall not be construed as an admission of wrongdoing, liability, or culpability on the part of the Loan Parties or Lender or as an admission by the Loan Parties or Lender of the existence of any claims of any of the Loan Parties against Lender or by Lender against the Loan Parties.

SECTION 10. Ratification. Each of the Loan Parties hereby reaffirms, reacknowledges, and restates, to and for the benefit of Lender, effective as of the Effective Date hereof to the full extent as if set forth in full in this Agreement, the waivers, releases, covenants, acknowledgements, and agreements in favor of Lender made by such Loan Party in the respective Loan Documents to which it is a party. Except as expressly modified and amended by this Agreement, all terms, covenants, conditions, and provisions of the Loan Documents shall remain unaltered and in full force and effect, and each of the Loan Parties does hereby expressly ratify and confirm each of the Loan Documents to which it is a signatory party or is otherwise bound, as such Loan Documents are modified and amended hereby.

SECTION 11. Acknowledgments. Each Loan Party hereby acknowledges and agrees that such Loan Party has participated in the negotiation of the Loan Modification Documents, and no provision of the Loan Modification Documents shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such Loan Party's having or being deemed to have drafted such provision; that such Loan Party at all times have had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement, and such Loan Party has had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; that no representations or warranties have been made by or on behalf of Lender, or relied upon by such Loan Party pertaining to the subject matter of this Agreement, other than those that are set forth herein, and all prior statements, representations, and warranties, if any, are totally superseded and merged into this Agreement, which represent the final and sole agreement of the parties with respect to the matters which are the subject hereof and thereof; that this Agreement negotiated at arm's-length and that this Agreement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the others; and that the execution and delivery of this Agreement is the free and voluntary act of such Loan Party.

SECTION 12. Agreement as Loan Document. This Agreement shall constitute a Loan Document.

SECTION 13. No Limitation of Remedies. Except as otherwise provided herein, no right, power, or remedy conferred upon or reserved to or by Lender or the Loan Parties in this Agreement is intended to be exclusive of any other right, power, or remedy conferred upon or reserved to or by Lender or the Loan Parties hereunder or under the other Loan Documents or at law or in equity, but each and every

remedy shall be cumulative and concurrent and shall be in addition to each and every other right, power, and remedy given hereunder or under the other Loan Documents or now or hereafter existing at law or in equity.

SECTION 14. Modifications. The terms of this Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument or instruments in writing and signed by the Loan Parties and the Lender.

SECTION 15. Survival of Provisions. Except as expressly herein provided, the covenants, acknowledgments, representations, agreements, and obligations contained in this Agreement shall survive the consummation of the transactions contemplated by this Agreement.

SECTION 16. Specific Performance. Each party hereto, on behalf of itself and its affiliates and their respective representatives, recognizes and acknowledges that a breach by such party of, or failure to perform, any of its covenants or agreements contained in this Agreement in accordance with the terms hereof may cause the other party to sustain irreparable harm for which such other party would not have an adequate remedy at law, and, therefore, in the event of any such breach or failure or threatened breach or failure, the aggrieved party shall, without the posting of bond or other security (any requirement for which the parties hereby waive) (a) be entitled to specific performance of such covenants and agreements or to an injunction and other equitable relief, in addition to any other remedy to which it might be entitled, in any case in any court of competent jurisdiction and (b) be entitled to specific performance, injunctive relief and other equitable relief, in addition to any other remedy to which it might be entitled, to prevent breaches of this Agreement, in any case in any court of competent jurisdiction.

SECTION 17. GOVERNING LAW. SECTION 11.3 OF THE LOAN AGREEMENT IS INCORPORATED BY REFERENCE HEREIN AS IF SUCH SECTION APPEARED HEREIN, MUTATIS MUTANDIS.

SECTION 18. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Borrowers, the Guarantor, and the Lender, and each of their respective successors and assigns, and shall not inure to the benefit of any third parties; *provided*, however, that the provisions of this Section 19 shall not be deemed or construed to permit, sanction, authorize, or condone the assignment of all or any part of the Property or any Borrower's rights, title, or interests in and to the Property, except as expressly authorized by Lender.

SECTION 20. NO THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and no other person or entity shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder, other than Midland as provided in Paragraph 6.

SECTION 21. Notices. All notices and requests in connection with this Agreement or the Loan Agreement shall be delivered in accordance with Section 11.6 of the Loan Agreement.

SECTION 22. ENTIRE AGREEMENT; AMENDMENT. THIS AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO REGARDING THE LENDER'S WAIVER WITH RESPECT TO THEIR RIGHTS AND REMEDIES WHICH MAY

ARISE AS A RESULT OF THE BK RELATED EVENTS OF DEFAULT AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSION OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by each Borrower and the Lender under the Loan Agreement.

SECTION 23. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 24. COUNTERPARTS. This Agreement may be executed by the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Agreement may be delivered by facsimile transmission or electronic PDF of the relevant signature page hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

OFFICE PROPERTIES INCOME TRUST,
as Guarantor

By _____
Name:
Title:

CLAY AVE WACO LLC, as Borrower

By: _____
Name:
Title:

PRIMERICA PKWY GA LLC, as Borrower

By: _____
Name:
Title:

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, AS TRUSTEE, ON
BEHALF OF THE REGISTERED HOLDERS OF
BMO 2024-5C3 MORTGAGE TRUST,
COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2024-5C3 AND THE
UNCERTIFICATED INTEREST OWNERS, AND
THE HOLDER OF THE RELATED SERVICED
COMPANION LOAN, AS THEIR INTERESTS
MAY APPEAR, as Lender**

By: Midland Loan Services, a division of PNC Bank,
National Association, as special servicer

By: _____
Name:
Title:

EXHIBIT A

Break-down of Costs and Expenses

Legal Fees (Perkins Coie LLP) [●]

EXHIBIT H-2

Form of Reinstatement Agreement for 3300 75th Avenue LLC

REINSTATEMENT AGREEMENT

THIS REINSTATEMENT AGREEMENT (this “Agreement”), is made and entered into as of this ____ day of __, 2026, by and among 3300 75TH AVENUE LLC, a Delaware limited liability company (the “Borrower”), OFFICE PROPERTIES INCOME TRUST, a real estate investment trust organized under the laws of Maryland (the “Guarantor”) and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF BENCHMARK 2023-B39 MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2023-B39 (the “Noteholder” or “Lender”).

WITNESSETH:

WHEREAS, the Lender and Borrower are parties to that certain Loan Agreement, executed by and between Borrower and Lender’s predecessor-in-interest, JPMORGAN CHASE BANK, national association (the “Original Lender”), dated as of May 25, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement);

WHEREAS, the Loan Agreement is evidence by that certain Promissory Note dated as of May 25, 2023, in the original principal amount of \$30,680,000.00 executed by the Borrower in favor of Original Lender (the “Note”). The Note is secured by that certain *Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Agreement* dated as of May 25, 2023 (the “Deed of Trust”);

WHEREAS, the Guarantor is party to that certain Guaranty Agreement, dated as of May 25, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “OPI Guaranty”), made by the Guarantor for the benefit of the Original Lender;

WHEREAS, on October 30, 2025, the Guarantor and certain of the Guarantor’s subsidiaries (each a “Debtor” and collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), and such cases of the Debtors are jointly administered under Chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court, the “Chapter 11 Cases”);

WHEREAS, the Loan Agreement, the Note, the Deed of Trust, the Guaranty, and all other related documents are referred to as the “Loan Documents.”;

WHEREAS, the Original Lender assigned the Loan Documents to the Lender by way of, without limitation, that certain *Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing* dated as of July 18, 2023 (the “Assignment”);

WHEREAS, Lender is the current owner and holder of the Loan Documents;

WHEREAS, on April 8, 2026, the Debtors filed with the Bankruptcy Court that certain Third Amended Joint Chapter 11 Plan of Reorganization of Office Properties Income Trust and Its Debtor Affiliates [Docket No. 1174] (as amended, supplemented, or otherwise modified, the “Plan”);

WHEREAS, the filing of the Chapter 11 Cases by the Guarantor may have constituted a Default and Event of Default under the Loan Agreement and the Loan Documents, including without limitation, pursuant to Section 8.1(a)(ix) (the “BK Related Events of Default”);

WHEREAS, the Borrower has requested that, subject to the terms and conditions of this Agreement, the Lender agree (i) to permanently and irrevocably waive the occurrence of the BK Related Events of Default as of the Effective Date (as defined below), (ii) to permanently and irrevocably waive exercising any rights or remedies it may have arising in connection with or as a result of the occurrence of the BK Related Events of Default as of the Effective Date, and (iii) that, notwithstanding the terms of the Loan Agreement, the Loan shall not be automatically accelerated and immediately due and payable by virtue of the occurrence of the BK Related Events of Default; and

WHEREAS, the Lender is willing to permanently and irrevocably waive the occurrence of the BK Related Events of Default and the exercise of any rights and remedies it may have arising in connection with or as a result of the occurrence of the BK Related Events of Default as of the Effective Date and agree that the Loan shall not be accelerated on the terms and subject to conditions specified herein.

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

SECTION 1. LIMITED WAIVER.

1.1 Upon the effective date of the Plan (the “Effective Date”), the Lender hereby (A) agrees to permanently and irrevocably waive any and all Defaults and Events of Defaults (including, but not limited to the BK Related Events of Default) arising from the Chapter 11 Cases and any provision of the Loan Documents that would otherwise prohibit the Chapter 11 Cases, (B) agrees that the Loans shall not become fully or partially recourse to the Guarantor under the OPI Guaranty or the other Loan Documents as a result of the Chapter 11 Cases, and (C) agrees to permanently and irrevocably waive all rights and remedies under the Loan Documents in connection with or arising out of any and all Defaults and Events of Defaults (including, but not limited to the BK Related Events of Default) arising from the Chapter 11 Cases and under any applicable law, in equity or otherwise in connection with the foregoing (collectively, the “Limited Waiver”), provided; however, that Lender shall be entitled to (i) payment of all fees and expenses due and owing pursuant to the Loan Documents as a result of all Defaults and Events of Defaults (including, but not limited to the BK Related Events of Default), including, but not limited to (a) interest payable on advances made by K-STAR ASSET MANAGEMENT LLC (the “Servicer”) with respect to delinquent debt service payments (to the extent charges are due pursuant to section 2.3.4 of the Loan Agreement and interest at the Default Rate actually paid by the Borrower in respect of such payments are insufficient to pay the same), *provided, that*, the Default Rate Fee (as defined below) shall not constitute a delinquent debt service payment for purposes of this section 1.1(i)(a), (b) expenses paid by Servicer or trustee in respect of the protection and preservation of the Property pursuant to the Loan Documents (including, without limitation, payments of Taxes and Insurance Premiums), (c) all costs and expenses, any liquidation fees, workout fees, special servicing fees, operating advisor fees, or any other similar fees payable by Lender to Servicer pursuant to the Loan Documents as a result of the BK Related Events of Default, (d) or any other similar fees that are due and payable to Servicer under the Servicing Agreement or the trustee, which fees may be due and payable under the Servicing Agreement on a periodic or continuing basis, and (e) the costs of all property inspections and/or appraisals of the Property (or any updates to any existing inspection or appraisal) that Servicer or the trustee may be required to obtain (other than the cost of regular annual inspections required to be borne by Servicer under the Servicing Agreement) (collectively, the “Default Related Fees and Expenses”); (ii) interest at the Default Rate under the Loan Documents from the Petition Date through and including the Effective Date (the “Default Rate Fee”), (iii) payment of Lender’s reasonable and documented attorneys’ fees and expenses incurred in connection with enforcing Lender’s rights and remedies under the Loan Documents as a result of the Defaults and Events of Default (including, but not limited to the BK Related Events of Default) (the “Lender’s Attorneys’ Fees and Expenses”); and (iv) retention of any monies swept to the Cash Management Account during any

Cash Sweep Period as a result of the occurrence of any Cash Sweep Event on account of the Defaults and Events of Defaults (including, but not limited to the BK Related Events of Default) occurring through and including the Effective Date (together with the Default Related Fees and Expenses, Default Rate Fee, and the Lender's Attorneys' Fees and Expenses, collectively the "Lender Default Remedies"), *provided, that*, amounts in the Cash Management Account shall be distributed in the order set forth in section 3.1 of the Cash Management Agreement; provided, however, that the parties acknowledge and agree that any amounts in the Cash Management Account may be applied, at Lender's discretion, towards satisfaction of the Default Related Fees and Expenses, Default Rate Fee, Lender's Attorneys' Fees and Expenses, and all other fees and expenses owed by Borrower to Lender through and including the Effective Date. Any such application of amounts in the Cash Management Account towards satisfaction of the Default Related Fees and Expenses, Default Rate Fee, Lender's Attorneys' Fees and Expenses, and all other fees and expenses owed by Borrower to Lender through and including the Effective Date shall reduce, on a dollar-for-dollar basis, these amounts otherwise payable by Borrower pursuant to this Section 1.1. To the extent any Cash Sweep Period has been triggered by any Cash Sweep Event as a result of the Defaults and Events of Default (including, but not limited to the BK Related Events of Default), Lender hereby agrees that the occurrence of the Effective Date shall constitute a Cash Sweep Event Cure as defined by the Loan Agreement, and that any such Cash Sweep Period triggered by any Cash Sweep Event prior to the Effective Date shall be terminated in accordance with the Loan Documents as of the Effective Date.

The parties agree that the invoice delivered by Lender to Borrower on [●] (the "Invoice") reflects a good faith estimate of all such Default Related Fees and Expenses, Default Rate Fee, Lender's Attorneys' Fees and Expenses, and all other fees and expenses owed to Lender as of the date hereof. Borrower shall remit, no later than fourteen (14) calendar days after the occurrence of the Effective Date, or as soon as reasonably practicable thereafter, the full amount of the Default Related Fees and Expenses, Default Rate Fee, and Lender's Attorneys' Fees and Expenses, in each case, accrued but unpaid as of the Effective Date, to Lender.

Notwithstanding the foregoing, the parties acknowledge and agree that the amounts reflected in the Invoice may not reflect the full amount of the Default Related Fees and Expenses, Default Rate Fee, Lender's Attorneys' Fees and Expenses, and all other fees and expenses owed by Borrower to Lender through and including the Effective Date. Lender shall remit to Borrower, no later than thirty (30) calendar days after the occurrence of the Effective Date (the "Reconciliation Period") a final accounting of all Default Related Fees and Expenses, Default Rate Fee, Lender's Attorneys' Fees and Expenses, and all other fees and expenses actually incurred through and including the Effective Date (the "Final Accounting"); *provided, that*, the following procedure shall be implemented by the Parties to the extent the Final Accounting is delivered after payment of the Invoice by Borrower, and the Final Accounting reflects amounts different than the Invoice: (i) if the Final Accounting reflects amounts were incurred in excess of those paid by Borrower pursuant to the Invoice, then the Borrower shall remit payment of such excess amount to Lender within fourteen (14) calendar days following Borrower's receipt of the Final Accounting, or (ii) if the Final Accounting reflects amounts paid by Borrower pursuant to the Invoice exceeded the actual amounts due and owing to Lender as of the Effective Date, then the Lender shall return any excess funds to Borrower, no later than fourteen (14) calendar days following delivery of the Final Accounting. For the avoidance of doubt, the parties acknowledge and agree that, to the extent the Final Accounting reflects amounts incurred in excess of this paid by Borrower pursuant to the Invoice, any amounts in the Cash Management Account may be applied, at Lender's discretion, towards satisfaction of the Final Accounting pursuant to the terms outlined in this Section 1.1.

Notwithstanding the Limited Waiver defined herein, such waiver shall not be deemed a waiver of any of the Lender's rights or remedies in connection with any subsequent Bankruptcy Action, nor shall such waiver prevent or prohibit the Lender to exercise any of the Lender Default Remedies defined herein. For the avoidance of doubt, Lender may only exercise the Lender Default Remedies detailed herein against

Guarantor if Borrower fails to timely remit payment of the Default Related Fees and Expenses, Default Rate Fee, and Lender's Attorneys' Fees and Expenses.

1.2 Treatment of Guaranty. The Lender and the Borrowers agree that, pursuant to the Plan, the OPI Guaranty shall be reinstated in full, refinanced, or otherwise unimpaired as to Office Properties Income Trust or any successor(s) or assign(s) thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, trust, or other form, as the case may be, in connection with the Chapter 11 Cases on and after the Effective Date. For the avoidance of doubt, the Lender shall not be entitled to any distribution or recovery from the Guarantor or any other Debtor pursuant to the Plan. Each of the parties hereto agree that the treatment provided in the Plan is sufficient to constitute reinstatement of the OPI Guaranty in satisfaction of this Section 1.2.

SECTION 2. SPECIFIC PERFORMANCE. Each party hereto, on behalf of itself and its affiliates and their respective representatives, recognizes and acknowledges that a breach by such party of, or failure to perform, any of its covenants or agreements contained in this Agreement in accordance with the terms hereof may cause the other party to sustain irreparable harm for which such other party would not have an adequate remedy at law, and, therefore, in the event of any such breach or failure or threatened breach or failure, the aggrieved party shall, without the posting of bond or other security (any requirement for which the parties hereby waive) (a) be entitled to specific performance of such covenants and agreements or to an injunction and other equitable relief, in addition to any other remedy to which it might be entitled, in any case in any court of competent jurisdiction and (b) be entitled to specific performance, injunctive relief and other equitable relief, in addition to any other remedy to which it might be entitled, to prevent breaches of this Agreement, in any case in any court of competent jurisdiction.

SECTION 3. COMPLETE RELEASE. Borrower hereby releases and forever discharges Noteholder, the Servicer, and their respective predecessors, successors, assigns, affiliates, officers, directors, employees, attorneys, agents, and each current or substitute trustee under the Deed of Trust (collectively, the "Indemnitee"), from all Claims, as defined below, and jointly and severally agree to indemnify Indemnitee, and hold them harmless from any and all claims, losses, causes of action, costs, and expenses of every kind or character in connection with the Claims or the breach of this Agreement or the other Loan Documents. As used in this Agreement, the term "Claims" shall mean any and all possible claims, demands, actions, causes of action, costs, expenses, and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, including but not limited to claims based on usury, any deceptive trade practices or consumer protection statutes, violations of law relating to hazardous substance or environmental contamination, which the Borrower and Guarantor, or any of its beneficiaries, may have against the Indemnitee, if any, and irrespective of whether any such Claims arise out of contract, tort, violation of laws, or regulations, or otherwise in connection with any of the Loan Documents, but in each case only to the extent permitted by applicable law, save and excepting only the obligations of dispersal and return to Servicer contained in this Agreement and its Attachments, *provided*, that the foregoing shall not release any claims, demands, actions, causes of actions, costs, expenses, and liabilities related to fraud, gross negligence, bad faith, or willful misconduct. This release is solely for the benefit of the Indemnitee and not for any third parties. This release is accepted by Noteholder and Servicer pursuant to this Agreement and shall not be construed as an admission of liability on the part of Noteholder or the Servicer. Borrower, Guarantor, Noteholder, and Servicer have negotiated this Agreement at arms' length, and Borrower and Guarantor are not in a disparate bargaining position relative to Noteholder and Servicer. Borrower and Guarantor have carefully evaluated the provisions of this Agreement. Borrower and Guarantor acknowledge and agree that Borrower and Guarantor's relationship with Noteholder is strictly that of borrower to creditor, that no special relationship exists between Borrower and Guarantor, and Noteholder and that Noteholder has no fiduciary obligation or similar obligation to Borrower and Guarantor. Noteholder disclaims any and all implied obligations to Borrower and Guarantor, including but not limited to any obligation to consider or look out for the interests of Borrower and Guarantor and any other obligation not expressly stated in the Loan Documents

or herein. Borrower and Guarantor hereby represent and warrant that Borrower and Guarantor are the current legal and beneficial owner of all Claims, if any, released hereby and it has not transferred, pledged or assigned or agreed to transfer, pledge, or assign to any other individual or entity any of the Claims described in this section.

SECTION 4. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Guarantor, and the Lender, and each of their respective successors and assigns, and shall not inure to the benefit of any third parties.

SECTION 7. NO THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and no other person or entity shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

SECTION 8. NOTICES. All notices and requests in connection with this Agreement or the Loan Agreement shall be delivered in accordance with Section 10.6 of the Loan Agreement.

SECTION 9. ENTIRE AGREEMENT; AMENDMENT. THIS AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO REGARDING THE LENDER'S FORBEARANCE WITH RESPECT TO THEIR RIGHTS AND REMEDIES WHICH MAY ARISE AS A RESULT OF THE BK RELATED EVENTS OF DEFAULT AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSION OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the Borrower and the Lender under the Loan Agreement.

SECTION 10. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 11. COUNTERPARTS. This Agreement may be executed by the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Agreement may be delivered by facsimile transmission or electronic PDF of the relevant signature page hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

OFFICE PROPERTIES INCOME TRUST,
as Guarantor

By _____
Name:
Title:

3300 75TH AVENUE LLC, as Borrower

By: _____
Name:
Title:

**COMPUTER SHARE TRUST COMPANY,
NATIONAL ASSOCIATION, AS TRUSTEE, ON
BEHALF OF THE REGISTERED HOLDERS OF
BENCHMARK 2023-B39 MORTGAGE TRUST<
COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2023-B39**, as Lender

By: K-STAR ASSET MANAGEMENT LLC, a
Delaware limited liability company, as successor to
Midland Loan Services, a Division of PNC Bank,
National Association, solely in its capacity as Special
Servicer pursuant to that certain Pooling and Servicing
Agreement dated as of July 1, 2023

By: _____
Name:
Title: