

REFINITIV

DELTA REPORT

10-K

PKST - PEAKSTONE REALTY TRUST
10-K - DECEMBER 31, 2023 COMPARED TO 10-K - DECEMBER 31, 2022

The following comparison report has been automatically generated

TOTAL DELTAS	10105
CHANGES	318
DELETIONS	3417
ADDITIONS	6370

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE
ACT OF 1934

For the fiscal year ended December 31, 2022 December 31, 2023

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 000-55605 001-41686

Peakstone Realty Trust

(Exact name of Registrant as specified in its charter)

Maryland

46-4654479

(State or other jurisdiction of incorporation or organization)

(IRS Employer
Identification No.)

1520 E. Grand Ave
El Segundo, California 90245
(Address of principal executive offices)

(310) 606-3200
(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

Securities registered pursuant to
Section 12(g) of the Act:

Common Shares, \$0.001 shares,
\$0.0001 par value per share

New York
Stock
PKST Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐ ☒	Accelerated filer	☐
Non-accelerated filer	☒ ☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐ ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

If securities are registered pursuant to Section 12(b) of the Exchange Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Aggregate market value of the common shares held by non-affiliates of the Company: No established market exists Company was approximately \$1.0 billion based on the closing sale price on the New York Stock Exchange for the Company's common shares. such shares on June 30, 2023.

As of March 24, 2023 February 20, 2024 there were 62,124 Class T 36,305,957 common shares 200 Class S common shares, 4,668 Class D common shares, 212,424 Class I common shares, 2,714,120 Class A common shares, 5,272,834 Class AA common shares, 102,993 Class AAA common shares, and 27,629,649 Class E common shares of Peakstone Realty Trust outstanding.

Documents Incorporated by Reference:

The Registrant incorporates Portions of the registrant's definitive proxy statement for the registrant's 2024 Annual Meeting of Shareholders, to be filed within 120 days after the close of the registrant's fiscal year, are incorporated by reference in into Part III (Items 10, 11, 12, 13 and 14) of this Annual Report on Form 10-K portions of its Definitive Proxy Statement for the 2023 Annual Meeting of Shareholders. 10-K.

PEAKSTONE REALTY TRUST
TABLE OF CONTENTS

	Page No.
PART I	67
ITEM 1. BUSINESS	67
ITEM 1A. RISK FACTORS	29 9
ITEM 1B. UNRESOLVED STAFF COMMENTS	32
ITEM 1C. CYBERSECURITY	29
ITEM 2. PROPERTIES	29 32
ITEM 3. LEGAL PROCEEDINGS	30 34
ITEM 4. MINE SAFETY DISCLOSURES	30 34
PART II	31 35
ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES	31 35
ITEM 6. [Reserved]	31 36
ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	32 37
ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	57 56
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA	58 56
ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE	58 56
ITEM 9A. CONTROLS AND PROCEDURES	58 56
ITEM 9B. OTHER INFORMATION	58 57
ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS	60 57
PART III	61 58
ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE	61 58
ITEM 11. EXECUTIVE COMPENSATION	61 58
ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS	61 58
ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE	61 58
ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES	61 58
PART IV	62 59
ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES	62 59
ITEM 16. FORM 10-K SUMMARY	65 62
SIGNATURES	66 63
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS	F-1

[Table of Contents](#)

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this This Annual Report on Form 10-K of Peakstone Realty Trust, other than historical facts, may be considered contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We intend for all such forward-looking statements to be covered by the applicable safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. In some cases, you can identify forward-looking statements by the use of forward-looking terminology such as "may," "will," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," or "potential" or the negative of these words and phrases or similar words or phrases which are predictions of or indicate future events or trends and which do not relate solely to historical matters. You can also identify forward-looking statements by discussions of strategy, plans or intentions.

The forward-looking statements contained in this Annual Report on Form 10-K reflect our current views about future events and are subject to numerous known and unknown risks, uncertainties, assumptions and changes in circumstances that may cause our actual results to differ significantly from those expressed in any forward-looking statement. The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements: general economic and financial conditions; market volatility; inflation; any potential recession or threat of recession; interest rates; the impact of the work-from-home trends; recent and ongoing disruption in the debt and banking markets; occupancy, rent deferrals tenant, geographic concentration, and the financial condition of our tenants; competition for tenants and competition with sellers of similar properties if we elect to dispose of our properties; our access to, and the availability of capital; whether easing of the pandemic, we will be able to refinance or repay debt; whether work-from-home trends or other factors will impact the attractiveness of industrial and/or office assets; whether we will be successful in renewing leases as they expire; future financial and operating results, plans, objectives, expectations and intentions; our ability to manage cash flows; dilution resulting from equity issuances; expected sources of financing, including the ability to maintain the commitments under our revolving credit facility, and the availability and attractiveness of the terms of any such financing; legislative and regulatory changes that could adversely affect our business; our ability to maintain our status as a REIT and our Operating Partnership as a partnership for U.S. federal income tax purposes; our future capital expenditures, operating expenses, net income, operating income, cash flow and developments and trends of the real estate industry; whether the Listing (defined below) will be completed; whether the proposed Listing will maximize shareholder value; whether we will be successful in the pursuit of our

business plan, including any acquisitions, investments, or dispositions; whether we will succeed in our investment objectives; any relationship between the trading price of our common shares at the proposed Listing and our published net asset value; any fluctuation and/or volatility of the trading price of our common shares once listed; shares; risks associated with our dependence on key personnel whose continued service is not guaranteed; risks related to the disruption of management's attention from ongoing business operations due to pursuit of requirements related to being a listed company; whether we will comply with Sarbanes-Oxley as required of listed companies; and other factors, including those discussed in Part I, Item 1A. "Risk Factors" and Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Annual Report.

While forward-looking statements reflect our good faith beliefs, assumptions and expectations, they are not guarantees of future performance. The forward-looking statements speak only as of the date of this Annual Report on Form 10-K. Furthermore, we We disclaim any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, of new information, data or methods, future events or other changes. Moreover, because we operate in a very competitive and rapidly changing environment, new risk factors are likely to emerge from time to time. changes after the date of this Annual Report on Form 10-K, except as required by applicable law. We caution investors not to place undue reliance on these forward-looking statements, which are based only on information currently available to us.

Notice Regarding Non-GAAP Financial Measures. In addition to U.S. GAAP financial measures, this document contains and urge you may refer to carefully review certain non-GAAP financial measures. These non-GAAP financial measures are in addition to, not a substitute for or superior to, measures of financial performance prepared in accordance with GAAP. These non-GAAP financial measures should not be considered replacements for, and should be read together with, the disclosures we make concerning risks in Part I, Item 1A. "Risk Factors" most comparable GAAP financial measures. Reconciliations to the most directly comparable GAAP financial measures and Part II, Item 7. "Management's Discussion and Analysis" statements of Financial Condition and Results of Operations why management believes these measures are useful to investors are included in this Annual Report. Readers of this Annual Report should also read our other periodic filings made with the Securities and Exchange Commission and other publicly filed documents for further discussion regarding such factors, on Form 10-K.

[Table of Contents](#)

Summary of Risk Factors

- There Most of our properties are occupied by a single tenant; therefore, for each such property income generated by that property is currently no public trading market for dependent on the financial stability of a single tenant or the lease guarantor or parent-guarantor of such tenant, as applicable. Many events affecting our common shares and there may never be one. While we tenants could have announced a material adverse effect on us including, the bankruptcy, insolvency, or a general downturn in the business of, or a lease termination or election by a tenant not to renew, or other events affecting our intention to pursue the proposed Listing (as defined below), there is no assurance that the Listing will be completed, and if it is not completed; it will be difficult for our shareholders to sell their shares. tenants, could have a material adverse effect on us.
- If the proposed Listing occurs, trading We may own or invest in our common shares, at the time of special use single tenant properties, and, following the proposed Listing, could experience substantial volatility, and the trading price of our common shares could decline significantly due as such, it may be difficult to actual re-lease or anticipated sales of our common shares by our shareholders or other factors, sell these properties, which could have a material adverse effect on us. If the proposed Listing occurs, the trading price
- Tenant defaults may have a material adverse effect on our business, financial condition and results of operations.
- We currently rely on five tenants for approximately a quarter of our common shares may vary significantly from revenue and adverse effects to their business, including a tenant's bankruptcy or insolvency, a general downturn in a tenant's business, a lease termination or election by a tenant not to renew, or other events affecting our previously published NAV (as defined below), tenants, could have a material adverse effect on us.
- Approximately a quarter of the leases in our portfolio are scheduled to expire in the next four years. An inability to sell or re-lease such properties could result in a material adverse effect on us. Also, vacancies increase our exposure to downturns in the real estate market during the time that we are trying to sell or re-lease such space, and could increase our capital expenditure requirements during the liquidation or re-leasing period, as applicable, any of which could have a material adverse effect on us.
- Our shareholders are subject portfolio has geographic market concentrations that make us especially susceptible to the risk that our distributions to shareholders may change, which could adversely impact the attractiveness of owning our common shares. adverse developments in those geographic markets.
- Our shareholders are subject We may be unable to the risk that our business and operating plans may change.
- Conflicts of interest may exist or could arise fully benefit from increases in the future between the interests market rental rates because certain of our shareholders and the interests of holders of common limited partnership units ("OP Units") of PKST OP, L.P., our operating partnership ("Operating Partnership"), which may impede business decisions that could benefit our shareholders. Additionally, the current chairman of our board of trustees (the "Board") is a controlling person of entities that have received OP Units, and therefore may face conflicts with regard to his fiduciary duties to the Company and those entities. leases contain fixed renewal rates or limitations on market rental rate resets upon renewal.
- If To the Company has not redeemed the Series A convertible preferred shares (the "Series A Preferred Shares"), completed the Listing or listed the Series A Preferred Shares on a national exchange by August 1, 2023, then on or after such date the holder extent we are unable to pass along our property operating expenses to our tenants, our business, financial condition and results of our Series A Preferred Shares has a right to require us to redeem the Series A Preferred Shares for cash. Accordingly,

unless we have completed the Listing or listed our Series A Preferred Shares by such date, if the holder exercises this right we will need to allocate cash to satisfy this redemption when there operations, may be a shortage of cash or when we may prefer to allocate cash to other uses consistent with our business plans. In addition, after August 8, 2023, the preferred holder has the right, at its option, to convert its Series A Preferred Shares into common shares of the Company. Such conversion would dilute the interests of our other shareholders unless the Company elects to satisfy such conversion by making a cash payment to the preferred holder (in which case we would have to allocate cash thereto when there may be a shortage of cash or when we may prefer to allocate cash to other uses consistent with our business plans). negatively impacted.

- Our shareholders' percentage ownership interest We may suffer adverse effects from acquisitions of and/or other investments in the Company will be diluted properties if we issue additional shares such properties fail to perform as expected or if market conditions deteriorate, particularly with respect to investments in new markets and new business lines.
- We may enter into a new business line or market or acquire or invest in real estate assets that have characteristics that differ from our Operating Partnership issues additional OP Units, current portfolio.
- A substantial portion of our portfolio is comprised of office assets, which have generally experienced a decrease in demand, demand and value. Office assets may experience a further decrease in leasing demand and investment demand value and such decrease in demand could have a material adverse effect on us. Further, our ability to sell any of our office assets may be limited in the current economic climate.
- Most If global market and economic conditions deteriorate, including as a result of our properties are occupied by a single tenant; therefore, income generated by nearly all of our properties is dependent on the financial stability of a single tenant at each property. The bankruptcy, insolvency, merger, lack of access to debt or equity capital or downturn geopolitical conflicts, U.S. elections, bank failures and negative depositor confidence in the business of, or a lease termination or election not to renew by one of these tenants could have a material adverse effect on us.
- We currently rely on five tenants for approximately a quarter of our revenue and adverse effects to their business depositary institutions, it could have a material adverse effect on us.
- Our operating results will be affected by economic and regulatory changes, such as inflation and rising interest rates, that have an adverse impact on the real estate market in general, and we cannot provide any assurance that we will be profitable or that we will realize growth in the value of our the real estate we own and/or are invested in.
- If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt at maturity, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement, including our unsecured corporate credit agreement, which could have a material adverse effect on us.
- We may finance properties with prepayment lock-out provisions, which may prohibit us from selling a property, or may require us to maintain specified debt levels for a period of years on some properties.
- We have broad authority to incur debt, and our indebtedness could have a material adverse effect on us.
- We expect to need additional funding to fund future investments.
- We have incurred, and intend to continue to incur, indebtedness secured by our properties. If we are unable to make our debt payments when required, a lender could foreclose on the property or properties securing such debt, which could have a material adverse effect on us.
- Increases in interest rates could increase the amount of our debt payments and adversely affect our ability to pay dividends to shareholders at our current level or otherwise have a material adverse effect on us.
- Failure to hedge effectively against interest rate changes may adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders.
- Failure to continue to qualify as a REIT would adversely affect our operations and our ability to make distributions pay dividends because we would incur additional tax liabilities, which could have a material adverse effect on us.
- The price of our common shares may experience volatility. In addition, limited trading volume may depress the market price of our common shares and make it difficult for investors to sell their shares and less attractive to new investors to purchase our common shares.
- We may change our dividend policy.
- Our shareholders are subject to the risk that our business and operating plans may change.
- Conflicts of interest may exist or could arise in the future between the interests of our shareholders and the interests of holders of OP Units (as defined below), which may impede business decisions that could otherwise have benefitted our shareholders.

- We are uncertain of our sources of funding our future capital needs. If we cannot obtain funding on acceptable terms, it could affect our ability to make necessary capital improvements to our properties, pursue acquisitions of and/or other investments in commercial real estate properties as part of our business plan, pay our expenses, pay dividends, expand our business or otherwise have a material adverse effect on us.
- Cybersecurity risks and cyber incidents or the failure to comply with laws and regulations concerning data privacy and security may adversely affect our business by causing a disruption to our operations, a compromise or corruption of our confidential information, and/or damage to our business relationships, any of which could have a material adverse effect on us.
- We are subject to risks from climate change and natural disasters such as earthquakes and severe weather conditions.
- We may be subject to litigation relating to our business, which could have a material adverse effect on our business, financial condition and results of operations and could result in significant defense costs and potentially significant judgments against us.

[Table of Contents](#)

PART I

ITEM 1. BUSINESS

The use herein of the words "PKST," "the Company," "we," "us," and "our" refer to Peakstone Realty Trust, a Maryland real estate investment trust, and its subsidiaries, including PKST OP L.P., our operating partnership (our "Operating Partnership"), except where the context otherwise requires.

Overview

Peakstone Realty Trust is an internally managed, publicly registered traded real estate investment trust ("REIT") that owns and operates a high-quality, newer-vintage portfolio of predominantly single-tenant industrial and office properties located in diverse, strategic growth markets. These assets are generally leased to creditworthy tenants under long-term net lease agreements with contractual rent escalations. The

PKST OP, L.P., our operating partnership (the "Operating Partnership"), owns, directly and indirectly all of the Company's assets. As of December 31, 2023, the Company owned approximately 91.8% of the outstanding common units of limited partnership interest in the Operating Partnership ("OP Units").

As of December 31, 2023, the Company's wholly-owned portfolio contains properties with key characteristics, including difficult-to-replicate locations and significant tenant investment in the building, which the Company believes make these properties more essential to the tenants. Nearly 75% (i) consisted of the Annualized Base Rent (as defined below) from our wholly-owned portfolio is generated from 71 properties located in coastal and sun belt markets, areas where we believe demographic drivers such as strong median household income and educational attainment create a more favorable economic backdrop.

The Company, founded in 2009 and headquartered in El Segundo, California, is led by an experienced, cycle-tested management team that, through equity ownership, is financially aligned with shareholders. Our executive management team has an average of approximately 34 years of commercial real estate experience and decades of experience operating public companies. In addition to the executive team, the Company's nine senior real estate professionals average approximately 23 years of experience, and the entire senior real estate team has averaged nine years of experience working together. The team has extensive knowledge of the Company's existing portfolio and has nurtured a broad network of long-standing industry relationships, especially in the markets where the Company's properties are located.

As of December 31, 2022, we owned 81 properties in 24 states. Our contractual base rent before abatements and deducting base year operating expenses for gross and modified gross leases multiplied by 12 months ("Annualized Base Rent") as of December 31, 2022 is approximately \$223.9 million. As of December 31, 2022, our portfolio states, (ii) was approximately 95.5% 96.4% leased (based on square footage), with a weighted average remaining lease term ("WALT") of 7.1 approximately 6.5 years, and weighted average annual rent increases of (iii) generated approximately 2.0%. Approximately 61.5% of our \$196.7 million Annualized Base Rent ("ABR").

The Company reports the results of its wholly-owned portfolio in three segments which had the following characteristics as of December 31, 2022 December 31, 2023:

- Industrial: This segment (i) comprised 19 industrial properties and (ii) was generated by properties 100% leased and/or guaranteed, directly or indirectly, by companies that have investment grade credit ratings or what management believes are generally equivalent ratings, with a WALT of approximately 6.7 years.

History and Structure

Our platform was founded in 2009 with the launch of our predecessor, Griffin Capital Essential Asset REIT, Inc. (our "Predecessor"), a publicly-registered, non-traded REIT that acquired a geographically diversified portfolio of strategically located, high-quality corporate industrial and Office: This segment (i) comprised 35 office properties primarily and (ii) was 98.8% leased to single tenants. Our Predecessor's business plan with a WALT of approximately 7.6 years.

- Other: This segment (i) comprised 17 properties and (ii) was focused on the acquisition 82.4% leased with a WALT of assets that, in Predecessor management's opinion, were more essential to the tenant.

In 2013, our Predecessor completed its primary offering, and we (then named Griffin Capital Essential Asset REIT II, Inc.) were launched with the same business plan as our Predecessor.

On December 14, 2018, our Predecessor further aligned management with investors by internalizing management in a transaction whereby the former sponsor of our Predecessor and us, Griffin Capital Company, LLC ("GCC"), and Griffin Capital, LLC sold the advisory, asset management and property management business of Griffin Capital Real Estate Company, LLC to us in exchange for limited partnership units of our Operating Partnership. On that date, we also announced a proposed combination of operations with our Predecessor and certain other related entities (the "Predecessor Merger"). The Predecessor Merger closed on April 30, 2019 and the surviving company was renamed Griffin Capital Essential Asset REIT, Inc.

On March 1, 2021, we completed our acquisition of Cole Office & Industrial REIT (CCIT II), Inc. for approximately \$1.3 billion, including transaction costs, in a stock-for-stock transaction (the "CCIT II Merger"). On July 1, 2021, we changed our name from Griffin Capital Essential Asset REIT, Inc. to Griffin Realty Trust, Inc. and our operating partnership changed its name from Griffin Capital Essential Asset Operating Partnership L.P. to GRT OP, L.P. 2.6 years.

[Table of Contents](#)

On August 26, 2022, we completed the sale of a 41-property office portfolio (the "Office Portfolio Sale") to a joint venture (the "Office Joint Venture") in which we hold a 49% interest and are a member. On December 27, 2022, we completed a companion sale of a five-property portfolio (the "Companion Office Portfolio Sale") to the Office Joint Venture.

On February 21, 2023, we announced our intention to list our common shares on the New York Stock Exchange (the "Listing"). We expect the Listing to occur on or about April 13, 2023, subject to, among other things, obtaining approval from the NYSE to list our common shares.

Structure

Like many other REITs, we utilize a structure known as an umbrella partnership REIT ("UPREIT"), pursuant to which we conduct all of our business through our Operating Partnership, with our Operating Partnership, directly and indirectly through subsidiaries, owning all of our assets and liabilities.

As of December 31, 2022, the Company, as the general partner, controlled our Operating Partnership and owned approximately 91.0% of the OP Units. The remaining 9.0% of OP Units are owned by GCC and other affiliates of the Company, as well as unaffiliated, third-party members.

On January 19, 2023, we converted our form of organization from a Maryland corporation to a Maryland real estate investment trust and changed our name from Griffin Realty Trust, Inc. to Griffin Realty Trust. On March 10, 2023, in anticipation of our Listing, we changed our name from Griffin Realty Trust to Peakstone Realty Trust and our Operating Partnership changed its name to PKST OP, L.P.

Our Business Strategy

The Company's primary long-term objective is to maximize shareholder value over time. Operating through three distinct business segments – Industrial, Office the ownership and Other (for more details on segmentation see "Results operation of Operations – Segment Information" below) – the Company is industrial and select office assets located in strategic growth markets. We are focused on improving per share metrics through internal and external growth, pursuing maintaining a strong balance sheet that enables us to execute multi-channel investments across the risk and capital spectrum as they arise. It is our intention to continue to maximize our balance sheet flexibility through free cash flow generation and maximizing the execution of our strategic flexibility disposition plan. We seek to generate internal and external growth by targeting an investment grade credit rating. The Company seeks to achieve this objective by leveraging the Company's experienced, real estate-focused, cycle-tested management team to pursue the following three-part strategy:

- **Own and operate a stabilized portfolio of wholly-owned, high-quality, newer-vintage single-tenant industrial and office properties located in diverse, strategic growth markets:** The Company intends to prudently and proactively manage increasing the cash flow generated from its portfolio. With a weighted average remaining lease duration exceeding seven years as of December 31, 2022, our wholly-owned portfolio's stability enables properties and expanding our portfolio by making industrial-focused investments. To accomplish our objectives, we will leverage our experienced, operationally-minded and cycle-tested management to thoughtfully and without undue pressure execute the Company's self-funded business plan.
- **Operate a self-funded business plan through capital recycling and free cash flow:** Cash generated from the Company's portfolio provides management with a range of allocation options, none of which rely upon near term outside capital. These options include (i) sale of properties, most likely certain office assets, (ii) selective reinvestment in the portfolio where return on capital warrants such investment, (iii) further repayment of the Company's outstanding debt, (iv) return of capital to shareholders, and (v) selective acquisition of industrial properties.
- **Selectively acquire high-quality, Class A industrial properties:** We intend to acquire additional well-located, high-quality industrial properties over time to benefit from secular tailwinds expected in this sector. Management has identified specific markets where access to key transportation arteries including trade ports, intermodal (rail to truck) hubs and interstate highway systems make these locations more desirable to tenants. The Company believes that acquiring properties primarily in these areas provides the potential for rent rate growth, lower capital expenditure requirements and higher returns.

[Table of Contents](#)

team.

Competition

The commercial real estate markets in which we operate are highly competitive. The leasing of real estate is also often highly competitive, and we may experience competition for tenants from We compete against owners and managers of competing projects. As a result, we may have properties in leasing space to provide free rent, incur charges for tenant improvements, or offer other inducements, or we might not be able prospective tenants and in re-leasing space to timely lease the space, all existing tenants. There are numerous public and private real estate investors, developers, and financial institutions, some of which may have material adverse effect on us. Competition may also lead to an increase in tenants electing to not renew their lease, seeking to reduce the amount of space they lease greater financial or other resources than we do, that compete with us and/or seeking shorter lease terms, which may also have a material effect on us. At the time we elect to dispose of our properties, we will also be in competition with sellers of similar properties to locate suitable purchasers for our properties which could have a material adverse impact on us. acquisition, disposition, and investment opportunities.

Regulatory Matters

Overview

Our business is subject to many laws and governmental regulations. Changes in these laws and regulations, or their interpretation by agencies and courts, occur frequently. We and any of our operating subsidiaries that we may form may be subject to state and local tax in states and localities in which they or we do business or own property. The tax treatment of us, our Operating Partnership, any of our operating subsidiaries we may form and the holders of our shares in local jurisdictions may differ from our U.S. federal income tax treatment.

Tax

We have elected to be taxed as a REIT under the Internal Revenue Code (the "Code"), commencing with our tax year ended December 31, 2015. To qualify as a REIT, the Company must meet certain organizational and operational requirements. The Company intends to adhere to these requirements and maintain its REIT status for the current year and subsequent years. As a REIT, the Company generally will not be subject to federal income taxes on taxable income that is distributed to shareholders. However, the Company may be subject to certain state and local taxes on its income and property, and federal income and excise taxes on its undistributed taxable income, if any. If the Company fails to qualify as a REIT in any taxable year, the Company will then be subject to federal income taxes on the taxable income at regular corporate rates and will not be permitted to qualify for treatment as a REIT for federal income tax purposes for four years following the year during which qualification is lost unless the Internal Revenue Service ("IRS") grants the Company relief under certain statutory provisions. Such an event could materially adversely affect net income and net cash available for the payment of dividends to shareholders. As of December 31, 2023, the Company satisfied the REIT requirements and distributed all of its taxable income. Pursuant to the Code, the Company has elected to treat its corporate subsidiary as a taxable REIT subsidiary ("TRS"). In general, the TRS may perform non-customary services for the Company's tenants and may engage in any real estate or non-real estate-related business. The TRS will be subject to corporate federal and state income tax.

Americans with Disabilities Act

Under the Americans with Disabilities Act of 1990 (the "ADA"), all public accommodations and commercial facilities are required to meet certain federal requirements related to access and use by disabled persons. Failing to comply could result in the imposition of fines by the federal government or an award of damages to private litigants. Although we perform diligence compliance with laws, including the ADA, when we acquire properties, we may incur additional costs to comply with the ADA or other regulations related to access by disabled persons. Although we believe that these costs will not have a material adverse effect on us, if required changes involve a greater amount of expenditures than we currently anticipate, our ability to make pay expected distributions dividends could be adversely affected.

Environmental Matters

Under various federal, state and local laws, ordinances and regulations, a current or previous owner or operator of real property may be held liable for the costs of removing or remediating hazardous or toxic substances. These laws often impose clean-up responsibility and liability without regard to whether the owner or operator was responsible for, or even knew of, the presence of the hazardous or toxic substances. The costs of investigating, removing or remediating these substances may be substantial, and the presence of these substances may adversely affect our ability to lease or sell the property or to borrow using the property as collateral and may expose us to liability resulting from any release of or exposure to these substances. If we arrange for the disposal or treatment of hazardous or toxic substances at another location, we may be liable for the costs of removing or remediating these substances at the disposal or treatment facility, whether or not the facility is owned or operated by us. We may be subject to common law claims by third parties based on damages and costs resulting from environmental contamination emanating from a site that we own or operate. Certain environmental laws also impose liability in connection with the handling of or exposure to asbestos-containing materials, pursuant to which third parties may seek recovery from owners or operators of real properties for personal injury associated with asbestos-containing materials and other hazardous or toxic substances. We maintain a liability insurance (including pollution insurance policy coverage) for all of our properties to insure against the potential liability of remediation and exposure risk. Also, numerous states and municipalities have adopted laws and policies on climate change and emission reduction targets. For example, in October 2023, California passed two bills that require certain companies that do business in California to disclose their green house emissions and climate-related financial risks starting in 2026. If we are unable to meet the required emissions reductions or provide the required disclosure, we may be subject to material fines that will continue to be assessed each year we fail to comply.

Other Regulations

The properties we own and operate generally are subject to various federal, state and local regulatory requirements, such as zoning and state and local fire and life safety requirements. Failure to comply with these requirements could result in the imposition of fines by governmental authorities or awards of damages to private litigants. Through our due diligence process and protections in our leases, we aim to own and operate properties that are in material compliance with all such regulatory requirements. However, we cannot assure our shareholders that these requirements will not be changed or that new requirements will not be imposed which would require significant unanticipated expenditures by us and could have an adverse effect on our financial condition and results of operations.

[Table of Contents](#)

We conduct our operations so that we and our subsidiaries are not required to register as an investment company under the Investment Company Act of 1940, as amended (the "1940 Act"), and monitor the structure and nature of our assets so that we do not come within the definition of an "investment company" under the 1940 Act. If we or our subsidiaries fail to maintain an exception or exemption from the 1940 Act, we may be required to, among other things, substantially change the manner in which we conduct our operations to avoid being required to register as an investment company under the 1940 Act or register as an investment company under the 1940 Act.

Human Capital Management

We are internally managed by an experienced **and proven** team that specializes in industrial and office properties. As of **December 31, 2022** **December 31, 2023**, we employed **36** **35** people. We believe our employees are our greatest asset. Because of this perspective, we have implemented **a number of several** programs to foster their professional growth and their growth as global citizens.

We offer all **of our** **full time** employees a comprehensive benefits and wellness package, which includes paid time off and parental leave, high-quality medical, dental and vision insurance, disability **pet** and life insurance, **fitness programs, wellness allowance**, 401(k) and long-term incentive plans. We also encourage internal mobility in our organization and provide career enhancement and education opportunities, as well as **educational professional development** grants.

We believe that a wide range of opinions and experiences are key to our continued success, and we therefore value racial, gender, and generational diversity throughout our organization. As of **December 31, 2022** **December 31, 2023**, approximately **49%** **56%** of our employees were people of color/minorities and approximately **46%** **47%** were women. In addition, as of **December 31, 2022** **December 31, 2023**, **half the majority** of our **eight-member** **five-member** Board of Trustees (the "Board") was composed of women and/or minorities.

Our **social policy extends** **cultural values extend** beyond the individuals within our organization and encourages our employees to have a positive impact on the community around us. Throughout our organization, we have a shared passion and dedication to giving back to the communities in which we live and work.

Available Information

We make available on the "SEC Filings" subpage of the investor section of our website (www.pkst.com) free of charge our annual reports on Form 10-K, including this Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, ownership reports on Forms 3, 4 and 5 and any amendments to those reports as soon as practicable after we electronically file such reports with the SEC. Our electronically filed reports can also be obtained on the SEC's internet site at <http://www.sec.gov>. Further, copies of our Code of **Ethics Business Conduct** and **Business Conduct Ethics** and the charters for the Audit, Compensation, and Nominating and Corporate Governance Committees of our Board are also available on the "Governance - Governance Documents" subpage of the "Investors" section of our website. **The Company also will routinely post important** We use our website (www.pkst.com) as a routine channel of distribution of company information, including press releases, presentations, and supplemental information, and as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Accordingly, investors should monitor our website in addition to **its** following press releases, SEC filings, and public conference calls and webcasts. Investors and others can receive notifications of new information posted on our investor relations website **about its business, operating results and financial condition and prospects, including, in real time by signing up for** **example, information about material acquisitions and dispositions, earnings releases and copies of investor presentations, email alerts.**

ITEM 1A. RISK FACTORS

*Shareholders should carefully consider the following risks in evaluating our company and our common shares. If any of the following risks were to occur, our business, prospects, financial condition, liquidity, results of operations, cash flow, ability to satisfy our debt obligations, returns to our shareholders, the value of our shareholders' investment in us and/or our ability to **make distributions pay dividends** to our shareholders could be materially and adversely affected, which we refer herein collectively as a "material adverse effect on us." Some statements in this Annual Report on Form 10-K, including statements in the following risk factors, constitute forward-looking statements. Refer to the section entitled "Cautionary Note Regarding Forward-Looking Statements" for additional information regarding these forward-looking statements.*

Risks Related to Our **Common Shares Business**

There **Most of our properties are occupied by a single tenant; therefore, for each such property income generated by that property is currently no public trading market for dependent on the financial stability of a single tenant or the lease guarantor or parent-guarantor of such tenant, as applicable. Many events affecting our common shares tenants could have a material adverse effect on us including, the bankruptcy, insolvency, or a general downturn in the business of, or a lease termination or election by a tenant not to renew, or other events affecting our tenants, could have a material adverse effect on us.**

Our properties are primarily leased to single tenants or will derive a majority of their rental income from single tenants and, **there may never be one. While** therefore, the income generated by these properties is materially dependent on the financial stability of the companies to which we have **announced** leased, such companies' parents and/or the companies who have guaranteed such leases, including parent-guarantors. Our revenues depend on the financial condition of our **intention** tenants, their parents or lease guarantors, as applicable. Any event of bankruptcy, insolvency, or a general downturn in the business of any of these tenants or the relevant parent-guarantor, a default by a tenant, the failure of a guarantor to **pursue the Listing, there is** fulfill its obligations, a premature termination of a lease, or a tenant's election not to extend a lease upon its expiration, could have a material adverse effect on us. Additionally, in certain instances, we may enter into leases that do not include a credit party guaranty. Moreover, we can provide no assurance that **the Listing** our strategy of owning and operating industrial and office properties that are primarily leased to single tenants will be **completed**, successful or that we will attain our investment and **if it is not completed, it will be difficult for our shareholders to sell their shares.**

There is currently no public trading market for our common shares and there may never be one. **While** portfolio management objectives. Furthermore, although we have **announced our** **no current intention to pursue** do so, we may also invest in single-tenant, leased industrial and office properties outside of the Listing, **there is** United States and we can provide no assurance that we will have success in any such investments. The occurrence of any of the **Listing will be completed, and if it is not completed, it will be difficult for shareholders to sell their shares.**

[Table of Contents](#)

If we do not complete the proposed Listing, we foregoing could have a share redemption program (the "SRP"), but it currently is suspended. Even if the SRP was reinstated and is active and in material adverse effect on us.

Additionally, we may not have sufficient cash be able to satisfy verify the permitted quarterly value of redemption requests. Our Board may limit, suspend, terminate or amend any provision credit quality of our SRP at any time upon 10 days' notice.

Furthermore, tenant prior to ensure that leasing our properties to such tenants. As a result, we do not fail to qualify as a REIT, our charter also prohibits the ownership by any Person (as defined in our charter) of more than 9.8% (in value or in number, whichever is more restrictive, as determined in good faith by our Board) of the aggregate of our common shares or more than 9.8% of the value (as determined in good faith by our Board) of the aggregate of outstanding Shares (as defined in our charter), unless waived by our Board. Such restriction may inhibit large investors from desiring to purchase a shareholder's shares, including in connection with a takeover that could otherwise result in a premium price for our shareholders, and could impose further impediments be exposed to a shareholder's ability greater risk of default for tenants for whom we are not able to verify their credit quality prior to entering into leasing our properties.

We may own or invest in special use single tenant properties, and, as such, it may be difficult to re-lease or sell their common shares.

If the proposed Listing occurs, trading in our shares, at the time of and following, the proposed Listing, could experience substantial volatility, and the trading price of our common shares could decline significantly due to actual or anticipated sales of our shares by our shareholders or other factors, these properties, which could have a material adverse effect on us.

We focus our investments on industrial and office properties, a number of which may have special uses. Special use properties may be relatively illiquid compared to other types of real estate and financial assets. Upon expiration or early termination of a lease, this illiquidity could limit our ability to quickly pivot in response to changes in economic, market or other conditions to an even greater extent than the typically illiquid nature of real estate assets. With these properties, we may be required to renovate or demolish a vacant property in order to try to re-lease or sell it, grant rent or other concessions and/or make significant capital expenditures to improve these properties in order to retain existing tenants or attract new tenants following a lease expiration. In addition, in the event we determine it is best to sell the property, we may have difficulty selling it to a party other than the company that has leased the property, such company's parent and/or the company that has guaranteed the lease of the property due to the special purpose for which the property may have been designed. These and other limitations could have a material adverse effect on us and may affect our ability to re-lease or sell these properties upon expiration or early termination of a lease, which could have a material adverse effect on us.

Tenant defaults may have a material adverse effect on our business, financial condition and results of operations.

The majority of our revenues and income comes from rental income from real property. As such, our business, financial condition and results of operations could be adversely affected if our tenants default on their rental payments or other lease obligations. Rental payment defaults, including those caused by the current economic climate or tenant liquidity limitations resulting from adverse developments affecting the financial services industry, could cause us to reduce the amount of dividends we pay, force us to find an alternative source of revenue to meet a debt payment and prevent a foreclosure if the proposed Listing occurs, property secures a loan, and/or and have a material adverse effect on our business, financial condition and results of operations.

Our ability to manage our assets is also subject to federal bankruptcy laws and state laws that limit creditors' rights and remedies available to real property owners to collect delinquent rents. If a tenant becomes insolvent or bankrupt, we cannot be sure that we could recover the trading premises from the tenant promptly or from a trustee or debtor-in-possession in any bankruptcy proceeding relating to that tenant. We also cannot be sure that we would receive any rent in the proceeding sufficient to cover our expenses and future income expectations with respect to the premises. If a tenant becomes bankrupt, the federal bankruptcy code will apply and, in some instances, may restrict the amount and recoverability of our claims against the tenant. A tenant's default on its lease obligations may have a material adverse effect on our business, financial condition and results of operations.

We currently rely on five tenants for approximately a quarter of our revenue and adverse effects to their business, including a tenant's bankruptcy or insolvency, a general downturn in a tenant's business, a lease termination or election by a tenant not to renew, or other events affecting our tenants, could have a material adverse effect on us.

Our five largest tenants, based on Annualized Base Rent as of December 31, 2023, were Keurig Dr. Pepper, located in Massachusetts (approximately 5.9%), Southern Company Services located in Alabama (approximately 4.7%), LPL Holdings located in South Carolina (approximately 4.4%), Amazon located in Ohio and Illinois (approximately 4.4%) and Freeport-McMoRan, located in Arizona (approximately 4.0%). The revenues generated by the properties leased and/or guaranteed by these companies are substantially reliant upon the financial condition of such companies, either because they are the tenant at such properties or the parent-guarantor, and, accordingly, any event of bankruptcy, insolvency, or a general downturn in the business of any of these tenants or the relevant parent-guarantor, a default by a tenant, the failure of a guarantor to fulfill its obligations, a premature termination of a lease, or a tenant's election not to extend a lease upon its expiration, which could have a material adverse effect on us.

Approximately a quarter of the leases in our portfolio are scheduled to expire in the next four years. An inability to sell or re-lease such properties could result in a material adverse effect on us. Also, vacancies increase our exposure to downturns in the real estate market during the time that we are trying to sell or re-lease such space, and could increase our capital expenditure requirements during the liquidation or re-leasing period, as applicable, any of which could have a material adverse effect on us.

Our lease expirations by year based on Annualized Base Rent as of December 31, 2023 are as follows (dollars in thousands):

Our lease expirations by year based on annualized base rent as of December 31, 2023 are as follows (dollars in thousands):					
Year of Lease Expiration ⁽¹⁾	Annualized Base Rent		Number of Leases	Approx. Square Feet	Percentage of Annualized Base Rent
	(unaudited)				
2024	\$	17,045	9	1,398,500	8.7 %
2025		8,090	7	788,700	4.1
2026		13,308	4	1,449,100	6.8
2027		14,349	7	570,700	7.3
2028		18,726	11	2,027,200	9.5

2029	38,756	10	2,394,100	19.7
> 2029	86,457	31	8,595,800	43.9
Leased Amenity Space	—	—	2,000	—
Vacant	—	—	642,800	—
Total	\$ 196,731	79	17,868,900	100.0 %

(1) Expirations that occur on the last day of the month are shown as expiring in the subsequent month.

We may experience concentrations of lease expiration dates in the future. As the expiration date of a lease for a building solely or primarily leased to a single tenant approaches, the value of the property generally declines because of the risk that the building may not be re-leased upon expiration of the existing lease or may not be re-leased on terms as favorable as those of the current lease(s). Therefore, if we were to sell any of these assets prior to the favorable re-leasing of the space or without electing to redevelop a space, we may suffer a loss on our investment. Our shareholders may also suffer a loss (including a reduction in dividends) after the expiration of the applicable lease term if we are not able to, or elect not to, sell or re-lease such space. These expiring leases, therefore, increase our risk to real estate downturns during and approaching these periods of concentrated lease expirations. An inability to sell or re-lease a space on favorable terms could adversely impact the value of our properties and have an adverse effect on our business, financial condition, results of operations and the market price of our common shares. The occurrence of any of the foregoing risks could have a material adverse effect on us.

Our portfolio has geographic market concentrations that make us especially susceptible to adverse developments in those geographic markets.

In addition to general, regional, national and international economic conditions, our business, financial condition, and results of operations are impacted by the economic conditions of the specific geographic markets in which we have concentrations of properties. We have significant property concentrations based on Annualized Base Rent as of December 31, 2023 in Arizona (11.9%), New Jersey (9.9%), Colorado (8.4%), Ohio (6.7%), and Massachusetts (6.3%). In the future, we may experience additional geographic concentrations, which could adversely affect our business, financial condition, and result of operations if conditions become less favorable in any of the states or markets within such states in which we have a concentration of properties. We cannot assure you that any of our markets will grow, not experience adverse developments or that such markets will not become less desirable to investors. Our business, financial condition and results of operations may also be affected if competing properties are built, redeveloped or become more desirable than our properties in such markets. A downturn in the economy in the states or regions in which we have a concentration of properties, or markets within such states or regions, could adversely affect our tenants operating businesses in those states, impair their ability to pay rent to us and materially and adversely affect us.

We may be unable to fully benefit from increases in market rental rates because certain of our leases contain fixed renewal rates or limitations on market rental rate resets upon renewal.

Based on Annualized Base Rent, as of December 31, 2023, our weighted average lease term was approximately 6.5 years and approximately 98.2% of our leases contain fixed rental rate increases. By entering into longer term leases, we are subject to the risk during the initial term that we would not be able to increase our rental rates to market rental rates if market rental rates have increased. In addition, during periods of high inflation, fixed rental rate increases subject us to the risk of receiving lower rental revenue than we otherwise would have been entitled to receive if the rental rate increases were based on an increase in the consumer price index over a specified period. In addition, our leases may contain provisions (including caps, collars, fixed increases, etc.) that may limit our ability to reset rental rates to market rental rates upon expiration of the periods of fixed rental rate increases. Any inability to take advantage of increases in market rental rates could adversely impact the value of our properties and the market price of our common shares and could have a material adverse effect on us.

Our ability to fully control the maintenance of our net-leased properties may vary significantly from be limited.

Certain of our previously published NAV (as defined below). ***Further, if you leases provide that tenants of our net-leased properties are responsible for some or all of the maintenance and other day-to-day management of the relevant properties or their premises. If a property is not adequately maintained in accordance with the terms of the applicable lease, we may incur expenses for deferred maintenance or other liabilities, including upon expiration or earlier termination of a lease. We generally visit our properties on an annual basis, but these visits are not comprehensive inspections and deferred maintenance items may go unnoticed. In addition, a tenant may refuse or be unable to pay for any required maintenance for a property or its premises, which may result in the Company needing to cover such costs. While our leases generally provide for protection in these instances, a tenant may defer maintenance and it may be difficult to enforce remedies against such a tenant.***

To the extent we are unable to pass along our property operating expenses to our tenants, our business, financial condition and results of operations, may be negatively impacted.

Operating expenses associated with owning a property typically include real estate taxes, insurance, maintenance, repair and renovation costs, the cost of compliance with governmental regulation (including zoning) and the potential for liability under applicable laws. We generally lease our properties to tenants pursuant to triple-net leases that require the tenant to pay their proportionate share of substantially all such property operating expenses. However, on a limited basis we lease our properties to tenants pursuant to leases that do not pass along all such property operating expenses. We have mostly entered into leases pursuant to which we retain responsibility for the costs of structural repairs and maintenance. If there is an increase in property operating expenses that we are unable to pass along to our tenants, then our business, financial condition and results of operations could be negatively impacted. Similarly, vacancy in our portfolio would negatively impact our business, financial condition and results of operations, as we would be responsible for all property operating expenses that we have formerly passed on to our tenants.

We face significant competition for tenants, which may decrease or prevent increases of the occupancy and rental rates of our properties. Furthermore, at the time we elect to sell your shares following the Listing, you may receive less for the sale of those shares than the price you paid for those shares.

Our common shares currently are not listed on any national securities exchange and, as noted above, the ability dispose of our shareholdings properties, we will also be in competition with sellers of similar properties to liquidate their locate suitable purchasers for our properties. The occurrence of any of the foregoing could have a material adverse

effect on us.

The commercial real estate markets in which we operate are highly competitive. The leasing of real estate is also often highly competitive, and we may experience competition for tenants from owners and managers of competing properties. An oversupply of properties in the industries and geographies in which we concentrate could further increase competition. As a result, we may have to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights, below-market renewal options or other lease incentive payments or we might not be able to timely lease the space. If our competitors offer space at rental rates below current market rates or below the rental rates we currently charge our tenants, we may lose existing or potential tenants and we may be pressured to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights, below-market renewal options or other lease incentives in order to retain tenants when our leases expire. Competition for companies that may lease or guarantee our properties could decrease or prevent increases of the occupancy and rental rates of our properties. Furthermore, at the time we elect to dispose of our properties, we will also be in competition with sellers of similar properties to locate suitable purchasers for our properties. The occurrence of any of the foregoing could have a material adverse effect on us.

We may suffer adverse effects from acquisitions of and/or other investments currently is limited, in properties if such properties fail to perform as expected or market conditions deteriorate, particularly with respect to investments in new markets and new business lines.

We may pursue acquisitions of and/or other investments in properties as part of our business plan. Acquisitions of and/or other investments in properties entail risks, such as the risk that such properties fail to perform as expected.

We may pursue acquisitions of and/or other investments in properties in regions where we have not previously owned properties. This could create risks in addition to those we face in more familiar regions, such as our not sufficiently anticipating conditions or trends in a new market and, therefore a property not operating profitably.

We may acquire properties and/or invest in properties that are subject to liabilities in situations where we have no recourse, or only limited recourse, against the prior owners, co-investors or other third parties with respect to unknown liabilities. The seller of real property will typically seek to sell such real property in its "as is" condition on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, purchase agreements typically contain limited warranties, representations and indemnifications that will only survive for a limited period after the closing and subject to a floor and cap. As a result, if a liability were asserted against us based upon ownership of or interest in those properties, we might have to pay substantial sums to settle or contest it if we have no recourse, or only limited recourse, against the **Listing** occurs, prior owners.

We may pursue acquisitions of and/or other investments in properties for which we are unable to secure traditional financing on terms and conditional acceptable to us. Accordingly, we may be required to seek alternative sources of financing. Such non-traditional financing may not be available on terms and conditions that are as favorable as traditional lending sources.

Additionally, we may not be able to successfully implement appropriate operational, financial and management systems and controls to achieve the benefits expected to result from the acquisitions of and/or other investments in properties. If acquisitions of and/or other investments in properties do not perform as expected or market conditions deteriorate, there may be a material adverse effect on our business, financial condition or results of operations.

We may enter into a new business line or market or acquire or invest in real estate assets that have characteristics that differ from our current portfolio.

As a result of an acquisition or other investment, we may enter into a new business line or market or own real estate assets that have characteristics that differ from our current portfolio. For example, we may target new property types, which differ from the real estate assets we are currently invested in and that we have not previously targeted. Any such new business line new market or property type may present new challenges for us, and we may not be able to overcome such challenges. If our entry into, or acquisition of or investment in, as applicable, a new business line, market or property type does not perform as expected, there may be a material adverse effect on our business, financial condition or results of operations.

Properties we acquire or invest in may require development or redevelopment in order for the property to be leased to a new tenant.

Properties we acquire or invest in may require development or redevelopment in order for the property to be leased by a new tenant. The development or redevelopment of such properties is subject to various risks, including the following, among others:

- we may be unable to obtain zoning, occupancy or other governmental approvals;
- rents may not meet our projections and the project may not be accretive;
- we may need the consent of third parties such as mortgage lenders and joint venture partners, and those consents may be withheld; and
- development, redevelopment or expansions may fail to appeal to the demographics of the market in which they are located.

If a development or redevelopment of a newly acquired property is unsuccessful, either because we do not receive the rents we expected or are unable to lease the property, then we could experience a material adverse effect on our business, financial condition or results of operation.

Additionally, the development or redevelopment of a property may be time consuming and experience delays. A property may need to remain vacant during the period of development or redevelopment and we may not receive any rental income during such period. The occurrence of any of the foregoing could have a material adverse effect on our

business, financial condition or result of operations.

We may not be able to control the extent of warranties and indemnities we may be required to provide when disposing of properties.

As we seek to dispose of certain properties, in some circumstances market conditions may impact the terms on which we are able to sell properties, which may require us to provide warranties, representations and covenants, and agree to indemnification obligations or to retain certain liabilities, in order to complete such dispositions. As we complete property dispositions, the overall size of our post-closing indemnification and retained liability obligations to purchasers may increase, and no assurance can be given that the extent of such indemnification obligations and retained liabilities will not, individually or in the aggregate, be material to our business, financial condition or results of operations.

We have limited control with respect to properties that are partially owned or managed by third parties, which may adversely affect our ability to manage such properties and related business.

As of December 31, 2023, we owned interests in 46 income-producing properties with other parties. Investments in these properties and future similar investments, could involve risks that would not be present were a third party not involved, including the possibility that partners or other owners might become bankrupt or suffer a deterioration in their creditworthiness, or fail to fund their share of required capital contributions. If one of our partners or other owners in these investments were to become bankrupt, we may be precluded from taking certain actions regarding our investments without prior court approval, which at a minimum may delay the actions we would or may desire to take. Additionally, partners or other owners could have economic or other business interests or goals that are inconsistent with our own business interests or goals, and could be in a position to take actions contrary to our policies or objectives.

These investments, and other future similar investments, also have the potential risk of creating impasses on decisions, such as a sale, financing or development, because neither we nor our partner or other owner has full control over the partnership or joint venture. Disputes between us and partners or other owners might result in litigation or arbitration that could increase our expenses and divert the attention of management. Consequently, actions by, or disputes with, partners or other owners might result in subjecting properties owned pursuant to a joint venture to additional risk. In addition, we risk the possibility of being liable for the actions of our partners or other owners.

A substantial portion of our portfolio is comprised of office assets, which have generally experienced a decrease in demand and value. Office assets may experience a further decrease in demand and value and such decrease in demand could have a material adverse effect on us. Further, our ability to sell any of our office assets may be limited in the current economic climate.

A substantial portion of our portfolio (approximately 56.3% based on Annualized Base Rent as of December 31, 2023) is comprised of office assets, which have generally experienced a decrease in demand and value. Current economic conditions could lead our office tenants electing not to renew their leases, or to renew their leases for less space than they currently occupy, which could increase vacancy rates and decrease rental income. Remote and hybrid work practices are likely to continue in a post-pandemic environment. As a result of the increased bargaining power of tenants, we may be required to spend increased amounts for property improvements. Additionally, if substantial office space reconfiguration is required, it may be more attractive for our tenants to pursue relocating to other office space than renewing their leases and renovating their existing space, which could have a material adverse effect on us.

Further, our current business plan contemplates the sale of a number of our office assets. Our ability to sell our office assets at attractive prices may be limited in the current economic climate, and there is no assurance that we will be able to effect such sales on attractive terms, or at all.

Additionally, in the event of a default, a termination of, or failure to renew a lease, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment and re-letting the property or experience a decrease in value of a property if the Company determines to sell such property while it is vacant. In addition, there is no assurance that we will be able to lease the property for the rent previously received or sell the property without incurring a loss due to its being vacant.

We depend on current key personnel for our future success, and the loss of such personnel or inability to attract and retain personnel could harm our business and the loss of services of one or more members of our executive management team, or our inability to attract and retain highly qualified personnel, could adversely affect our business, diminish our investment opportunities and weaken our business relationships with lenders, business partners, companies that may lease or guarantee our properties and other industry participants, any of which could have a material adverse effect on us.

Our future success will depend in large part on our ability to attract and retain a sufficient number of qualified personnel. Competition for such personnel is intense, and we cannot assure shareholders that we will be successful in attracting and retaining such skilled personnel. Our future success also depends upon the service of our executive management team, who we believe have extensive market knowledge and business relationships and will exercise substantial influence over the Company's operating, financing, acquisition, disposition and investment activity. Among the reasons that they are important to our success is that we believe that each has a national or regional industry reputation that is expected to attract business and investment opportunities and assist us in negotiations with lenders, companies that may lease or guarantee our properties and other industry personnel. We believe that many of our other key personnel also have extensive experience and strong reputations in the industry. The loss of services of one or more members of our executive management team, or our inability to attract and retain highly qualified personnel, could adversely affect our business and weaken our business relationships with lenders, business partners, companies that may lease or guarantee our properties and other industry participants, any of which could have a material adverse effect on us.

If global market and economic conditions deteriorate, including as a result of geopolitical conflicts, U.S. elections, bank failures and negative depositor confidence in depositary institutions, it could have a material adverse effect on us.

Our business may be adversely affected by market and economic volatility experienced by the U.S. and global economies, the real estate industry as a whole and/or the local economies in the markets in which our properties are located. Such adverse economic and geopolitical conditions may be due to, among other issues, rising inflation and interest rates, volatility in the public equity and debt markets, and international economic and other conditions, including pandemics, geopolitical instability, geopolitical conflicts, U.S. elections, sanctions, bank failure and negative depositor confidence in depositary institutions and other conditions beyond our control. These current conditions, or similar conditions existing in the future, may adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders as a result of one or more of the following, among other potential consequences:

- significant **pent-up** job losses may occur, which may decrease demand for our office and industrial space, causing market rental rates and property values to be negatively impacted, and create increased challenges in disposing of properties in accordance with our business plan;
- reduced values of our properties may limit our ability to dispose of assets at attractive prices or to obtain debt financing secured by our **shareholders seeking** properties and may reduce the availability of secured or unsecured loans;
- inflation may adversely affect tenant leases with stated rent increases tied to the consumer price index, which could be lower than the increase in inflation at any given time;
- the financial condition of our tenants may be adversely affected, which may result in tenant defaults under leases due to inflationary pressure, bankruptcy, lack of liquidity, **by selling** the stability of tenants' banking institutions, lack of funding, operational failures or for other reasons;
- our ability to borrow on terms and conditions that we find acceptable, or at all, may be limited, which could reduce our ability to refinance existing debt and increase our future interest expense;
- the value and liquidity of our short-term investments and cash deposits could be reduced as a result of a deterioration of the financial condition of the institutions that hold our cash deposits or the institutions or assets in which we have made short-term investments, a dislocation of the markets for our short-term investments, increased volatility in market rates for such investments or other factors; and
- to the extent we enter into derivative financial instruments, one or more counterparties to our derivative financial instruments could default on their **common shares. Therefore, if** obligations to us, or could fail, increasing the **proposed Listing occurs, trading** risk that we may not realize the benefits of these instruments.

The outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises could have a material adverse effect on us.

A future outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises could result in a general decline in rents, an increased incidence of defaults under existing leases and negatively impact our ability to achieve new leases as existing leases expire. Additionally, our tenants may determine to lease less space as a result of the aftereffects of the outbreak of a highly infectious or contagious disease, or a declaration of a pandemic, epidemic or other health crises, resulting more vacancies at our properties, which could have a material adverse effect on our business, financial condition and results of operations.

Furthermore, we cannot predict the impact that an epidemic, pandemic or other health crises could on our tenants and other business partners; however, any material effect on these parties could have a material adverse effect on us.

If we fail to maintain effective internal controls over financial reporting, we could severely inhibit our ability to accurately and timely report our financial condition, results of operations or cash flows.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports, effectively prevent fraud and operate successfully. Any failure to provide reliable financial reports or prevent fraud could harm operating results, cause us to fail to meet our reporting obligations or cause reputational harm. As a public company, we are required to document and test our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act so that our management can certify as to the effectiveness of our internal control over financial reporting. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows.

As a result of material weaknesses or significant deficiencies that may be identified in our **shares at** internal control over financial reporting in the **time** future, we may also identify certain deficiencies in some of our disclosure controls and **following**, procedures that we believe require remediation. If we or our independent registered public accounting firm discover any such material weaknesses or significant deficiencies, we will make efforts to further improve our internal control over financial reporting controls, but there is no assurance that we will be successful. Any failure to maintain effective controls or timely effect any necessary improvement of our internal control over financial reporting controls could harm our results of operation, cause us to fail to meet our reporting obligations or cause reputational harm. Ineffective internal control over financial reporting and disclosure controls could also cause investors to lose confidence in our reported financial information, the **proposed Listing could experience substantial volatility. The trading** market price of our common shares could decline, **significantly** and we could be subject to investigations by the NYSE, the SEC or other regulatory authorities. Failure to remedy any material weakness or significant deficiency in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls over financial reporting, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to **error or fraud** may occur and not be detected.

Our operating results will be affected by economic and regulatory changes, such as inflation and rising interest rates, that have an adverse impact on the real estate market in general, and we cannot provide any assurance that we will be profitable or that we will realize growth in the value of the real estate we own and/or are invested in.

We own and operate real estate and face risks related to investments in real estate. As of December 31, 2023, our real estate portfolio included 71 properties in 24 states and 67 lessees. Our operating results will be subject to risks generally incident to the ownership of real estate. These include risks described elsewhere in this "Risk Factors" section and other risks, including the following:

- the value of real estate fluctuates depending on conditions in the general economy and the real estate business. Additionally, adverse changes in these conditions may result in a decline in rental revenues, sales proceeds and occupancy levels at our properties and could have a material adverse effect on us. If rental revenues, sales proceeds and/or occupancy levels decline, we generally would expect to have less cash available to pay indebtedness, to pay dividends to shareholders or otherwise run our business;
- it may be difficult to sell real estate quickly, or potential buyers of our properties may experience difficulty in obtaining financing, which may limit our ability to dispose of properties promptly in response to changes in economic or other conditions. Additionally, we may be unable to identify, negotiate, finance or consummate dispositions of our properties, on favorable terms, or at all;
- our properties may be subject to impairment losses;
- changes in tax, real estate, environmental or zoning laws and regulations;
- changes in property tax assessments and insurance costs;
- changes in interest rates and rising inflation;
- the cost and availability of credit may be adversely affected by illiquid credit markets and wider credit spreads, and/or more stringent underwriting standards, which could affect our inability or the inability of our tenants to timely refinance maturing liabilities to meet liquidity needs; and
- we may from time to time be subject to litigation, which may significantly divert the attention and resources of the Company's management and result in defense costs, settlements, fines or judgments against us, some of which are not, or cannot be, covered by insurance.

These and other risks could have a material adverse effect on us and may prevent us from realizing growth in the value of the real estate we own and/or are invested in.

If we suffer losses that are not covered by insurance or that are in excess of insurance coverage, it could have a material adverse effect on us.

We may suffer losses that are not covered by insurance or that are in excess of insurance. There are types of losses, generally of a catastrophic nature, such as losses due to wars, acts of terrorism, earthquakes, fires, floods, hurricanes, pollution or environmental matters, which are either uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. In addition, we may decide not to obtain, even though available, any or adequate earthquake or similar catastrophic insurance coverage because the premiums are too high. Generally, our leases require each tenant to procure, at its own expense, commercial general liability insurance, as well as property insurance covering the building for the full replacement value and naming the ownership entity and the lender, if applicable, as the additional insured on the policy. Separately, we obtain, to the extent available, liability insurance (includes pollution coverage) and property insurance (includes earthquake coverage, wind coverage, flood coverage and rent loss coverage for at least one year of rental loss) for all of our properties. However, the coverage and amounts of our environmental, flood and earthquake insurance policies may not be sufficient to cover our entire risk. We cannot assure shareholders that we will have adequate coverage for losses. If we suffer losses that are not covered by insurance or that are in excess of insurance coverage, it could have a material adverse effect on us.

Costs of complying with governmental laws and regulations, including those relating to environmental matters and the ADA, may have a material adverse effect on us.

Our operations conducted on real property are subject to federal, state and local laws and regulations relating to environmental protection and zoning and state and local fire and life safety requirements.

Under various federal, state and local laws, ordinances and regulations, a current or previous owner or operator of real property may be held liable for the costs of removing or remediating hazardous or toxic substances. These laws often impose clean-up responsibility and liability without regard to whether the owner or operator was responsible for, or even knew of, the presence of the hazardous or toxic substances. The costs of investigating, removing or remediating these substances may be substantial, and we may not have the adequate insurance in place to cover such costs. The presence of these substances may adversely affect our ability to lease or sell the property or to borrow using the property as collateral and may expose us to liability resulting from any release of or exposure to these substances, any of which could result in expenditures and could have a material adverse effect on us. In addition, we may incur costs and liabilities associated with the disposal or treatment of hazardous or toxic substances, claims by third parties based on damages and costs resulting from environmental contamination emanating from own of our properties, or liability in connection with the handling or exposure to asbestos-containing materials. We maintain pollution liability insurance for all of our properties to insure against the potential liability of remediation and exposure risk. Some of these laws and regulations may impose joint and several liability on tenants, owners or operators for the costs to investigate or remediate contaminated properties, regardless of fault or whether the acts causing the contamination were legal. Failure to comply with these regulations could result in the imposition of fine by governmental authorities or an award of damages to private litigants.

Under the ADA all public accommodations and commercial facilities are required to meet certain federal requirements related to access and use by disabled persons. The ADA's requirements could require removal of access barriers and could result in the imposition of injunctive relief, monetary penalties, or, in some cases, an award of damages. We aim to own and operate properties that comply with the ADA or may place the burden on a third party to ensure compliance with the ADA. However, we cannot assure our shareholders that we will be able to allocate responsibilities in this manner. Failing to comply could result in the imposition of fines by the federal government or an award of damages to private litigants. Although we diligence compliance with laws, including the ADA, when we acquire properties, we may incur additional costs to comply with the ADA or other regulations related to access by disabled persons. If required changes involve a greater amount of expenditures than we currently anticipate, it could have a material adverse effect on us.

Furthermore, our properties may be subject to various federal, state and local regulatory requirements, such as zoning and state and local fire and life safety requirements. Failure to comply with these requirements could result in the imposition of fines by governmental authorities or an award of damages to private litigants. Through our due diligence process and protections in our leases, we aim to own and operate properties that are in material compliance with all such regulatory requirements. However, we cannot assure our shareholders that these requirements will not be changed or that new requirements will not be imposed which would require significant unanticipated expenditures by us and could have a material adverse effect on us.

Furthermore, changes in federal and state legislation and regulations on climate change, including the increasing number of state and municipality laws and policies on climate change, emission reduction targets and required disclosures, could result in increased utility expenses and/or increased capital expenditures to improve the energy efficiency and reduce carbon emissions of our properties in order to comply with such regulations or result in fines for non-compliance. For example, in October 2023, California passed two bills that require certain companies that do business in California to disclose their GHG emissions and climate-related financial risks starting in 2026. The occurrence of any of the foregoing could have a material adverse effect on us.

We may seek to use artificial intelligence and automated decision making technology in order to realize operating efficiencies in our business. In recent years use of these methods has come under increased regulatory scrutiny. New laws, guidance and/or decisions in this area may limit our ability to use our artificial intelligence models, or require us to make changes to our operations that may decrease our operational efficiency, result in an increase to operating costs and/or hinder our ability to improve our services if we begin to use these methods. For example, in October 2023, the President of the United States issued an executive order on the Safe, Secure and Trustworthy Development and Use of AI, emphasizing the need for transparency, accountability and fairness in the development and use of AI. Any actual or perceived failure to comply with evolving regulatory frameworks around the development and use of AI, machine learning and automated decision making could adversely affect our business, results of operations, and financial condition.

If we sell properties by providing financing to purchasers, defaults by the purchasers could have a material adverse effect on us.

If we provide seller-financing to purchasers (also known as purchase money financing), we will bear the risk that the purchaser may default, which could have a material adverse effect on us. Even in the absence of a purchaser default, there may be a material adverse effect on us. In some cases, we may receive initial down payments in cash and other property in the year of sale in an amount less than the selling price and subsequent payments will be spread over a number of substantial amounts years, which at times may not include interest payments to us. If any purchaser defaults under a financing arrangement with us, it could have a material adverse effect on us. In certain jurisdictions, the remedies available to us, in the context of seller-financing, may also limit our ability to recover any deficiencies after a buyer defaults and we foreclosure on the asset.

If we are unable to increase the number of shares authorized for issuance under our long-term incentive plan, we may need to settle awards to our trustees and employees in cash.

As of December 31, 2023, there are 167,185 shares of our common stock reserved for issuance under our long-term incentive plan. If we continue to grant awards of restricted stock units ("RSUs") to our trustees and employees as has been our historical practice, and our shareholders do not approve an increase in the number of common shares authorized for issuance under our long-term incentive plan, we may need to settle future awards in cash. The use of cash to settle awards under our long-term incentive plan would result in the Company having less cash available to pay indebtedness, to pay dividends to shareholders and otherwise run our business.

Risks Related to Debt Financing

If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt at maturity, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement, including our unsecured corporate credit agreement, which could have a material adverse effect on us.

Under the terms of our existing secured and unsecured debt instruments, we have \$29.1 million of debt scheduled to mature in 2024. The credit markets have experienced dislocation in recent months and owners of office assets have experienced particular challenges in refinancing existing debt and in obtaining new debt. Our business depends on the availability of credit, and credit terms that support our underwriting of assets. If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt as it matures, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement which could lead to a cross-default under our unsecured corporate credit agreement, which could have a material adverse effect on us. A continued failure to repay our debt as it matures could lead to an inability for the Company to continue as a going concern.

If we were to default under our unsecured credit agreement, the facility lenders would have the ability to immediately declare the loans due and payable in whole or in part. In such event, we may not have sufficient available cash to repay such debt at the time it becomes due, or be able to refinance such debt on acceptable terms or at all. Pursuant to the Second Amended and Restated Credit Agreement dated as of April 30, 2019 (as amended, the "Second Amended and Restated Credit Agreement"), with KeyBank, National Association ("KeyBank"), as administrative agent, and a syndicate of lenders, our Operating Partnership, as the borrower, has a \$1.3 billion credit facility consisting of a (i) \$750.0 million unsecured revolving credit facility (the "Revolving Credit Facility"), under which the Company has drawn \$400 million (the "Revolving Loan"), currently maturing in March 2024 (with a series of extension options to January 31, 2026, subject to the satisfaction of certain customary conditions), (ii) a \$400.0 million senior unsecured term loan maturing in December 2025 (the "\$400M 2025 5-Year Term Loan"), and (iii) a \$150.0 million senior unsecured term loan maturing in April 2026 (the "\$150M 2026 7-Year Term Loan" and together with the Revolving Credit Facility and the \$400M 2025 5-Year Term Loan, the "KeyBank Loans"). The Second Amended and Restated Credit Agreement also provides the option, subject to obtaining additional commitments from lenders and certain other customary conditions, to increase the commitments under the Revolving Credit Facility, increase the existing term loans and/or incur new term loans by up to an additional \$1.0 billion in the aggregate. In addition to customary representations, warranties, covenants, and indemnities, the Second Amended and Restated Credit Agreement contains a number of financial covenants as described in Note 5, Debt, to our consolidated financial statements included in this Annual Report on Form 10-K.

On February 12, 2024, the Company exercised an option to extend the Revolving Loan Maturity Date (as defined in the Second Amended and Restated Credit Agreement) which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

Any of the foregoing could have a material adverse effect on us.

We may finance properties with prepayment lock-out provisions, which may prohibit us from selling a property, or may require us to maintain specified debt levels for a period of years on some properties.

Lock-out provisions are provisions that generally prohibit repayment of a loan balance for a certain number of years following the origination date of a loan. We may finance properties with lock-out provisions, which could materially restrict us from selling or otherwise disposing of or refinancing properties. These provisions would affect our ability to turn our investments into cash and thus affect cash available for the payment of dividends to our shareholders and may prohibit us from reducing the outstanding indebtedness with respect to any such properties by repaying or refinancing such indebtedness. Any

mortgage debt that we place on our properties may also impose prepayment penalties. If a lender invokes these penalties, the cost to the Company to sell, repay or refinance the property could increase substantially. Lock-out provisions could preclude us from participating in major transactions that could result in a disposition of our assets or a change in control even though that disposition or change in control might be in our shareholders' best interests. The occurrence of any of the foregoing could have a material adverse effect on us.

We have broad authority to incur debt, and our indebtedness could have a material adverse effect on us.

We have broad authority to incur debt, subject to the approval of our Board. High debt levels would cause us to incur higher interest charges, which would result in higher debt service payments. Our indebtedness could have a material adverse effect on us, as well as:

- increase our vulnerability to general adverse economic and industry conditions;
- decrease the market price of our common shares as a result of market aversion to higher debt levels;
- limit our ability to obtain additional financing to fund future working capital, acquisitions, investments, capital expenditures and other general corporate requirements;
- require the use of an increased portion of our cash flow from operations for the payment of principal and interest on our indebtedness, thereby reducing our ability to use our cash flow to fund working capital, acquisitions, investments, capital expenditures and general corporate requirements;
- limit our flexibility in planning for, or reacting to, changes in our business and our industry and accomplishing our business plan;
- put us at a disadvantage compared to our competitors with less indebtedness; and
- limit our ability to access capital markets.

We have placed, and may continue to place, permanent financing on our properties or increase our credit facility or other similar financing arrangement in order to acquire and/or invest in properties. We may also decide to later further leverage our properties or to rely on securitization vehicles. We may borrow funds for any purposes related to our business. A shortfall between the cash flow from our properties and the cash flow needed to service debt could have a material adverse effect on us.

In addition, our indebtedness could be accompanied by more restrictive covenants than those in our existing credit facility or other secured debt obligations. The assumptions in our corporate credit agreement and mortgage debt regarding values, cash flow and debt service coverage, and individual asset underwriting of key performance metrics such as loan-to-value ratios, debt service coverage ratios and debt yields that support our current borrowings may be subject to change, as market conditions change and/or lending standards become more stringent. Lenders have imposed and could impose restrictions on us that affect our dividend and operating policies and our ability to incur additional debt, including customary restrictive covenants, that, among other things, restrict our ability to engage in material asset sales, mergers, consolidations, acquisitions or investments, to make capital expenditures, to pay special dividends, and more generally on how and when we can spend operating funds and capital event proceeds. We may also be required to have and maintain certain specified financial ratios and to reserve or otherwise set aside funds for specific expenses, such as anticipated leasing and capital expenditures. These or other limitations may adversely affect our flexibility and limit our ability to pay dividends to shareholders at our current level. Any of the foregoing could have a material adverse effect on us.

We expect to need additional funding to fund future investments.

We expect to need additional funding to finance our investments, including debt financing; however, we can provide no assurance that debt financing will be available on terms that we deem attractive or at all. If we are unable to consummate our anticipated financing plans, we will need to secure alternative sources of funding. These sources may include the net proceeds from equity issuances, joint ventures or the sale of assets. No assurance can be given that any of these sources of capital will be available on terms that are as favorable as those that we currently expect to obtain, or available at all. If we finance any funding shortfall with common equity issuances, there may be a dilutive effect on our earnings per share after giving effect to the issuance of such common shares and the application of the proceeds thereof. The incurrence of additional debt could increase our leverage ratios and would increase our exposure to the risks associated with debt financing, all of which would be negatively perceived by the market. In addition, an inability to obtain sufficient capital to meet our funding obligations could lead to contractual defaults that could materially and adversely affect us. If debt financings or alternative sources of financing are unavailable when strategic opportunities arise, we may not be able to acquire properties or make a relevant investment.

We have incurred, and intend to continue to incur, indebtedness secured by our properties. If we are unable to make our debt payments when required, a lender could foreclose on the property or properties securing such debt, which could have a material adverse effect on us.

Some of our assets are and will be secured by mortgages on our properties, and we may in the public market future rely on securitization vehicles. If we default on our secured indebtedness, the lender may foreclose and we could lose our entire investment in the properties securing such loan or vehicle, which could have a material adverse effect on us. To the extent lenders require us to cross-collateralize our properties, or provisions in our loan documents contain cross-default provisions, a default under a single loan agreement could subject multiple properties to foreclosure. Foreclosures of one or more of our properties could have a material adverse effect on us.

Increases in interest rates could increase the amount of our debt payments and adversely affect our ability to pay dividends to shareholders at our current level or otherwise have a material adverse effect on us.

We expect that we will incur indebtedness in the future. Increases in the interest we pay on our indebtedness could adversely affect our ability to pay dividends to shareholders at our current level, among other consequences. Additionally, if we incur variable rate debt, increases in interest rates would increase our interest costs, could reduce our cash flows and our ability to pay dividends to shareholders at our current level or otherwise have a material adverse effect on us. In addition, if we need to repay existing debt during periods of rising interest rates, we could be required to sell one or more of our investments in properties at times that may not permit realization of the maximum return on such investments. Any of the foregoing risks could have a material adverse effect on us.

Failure to hedge effectively against interest rate changes may adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders.

The REIT provisions of the Code impose certain restrictions on our ability to utilize hedges, swaps and other types of derivatives to hedge our liabilities. At the same time, our corporate credit agreement requires us to maintain certain covenants with respect to maximum, unhedged interest rate risk. Subject to these restrictions and requirements, we have entered, and may continue to enter into, hedging transactions to protect ourselves from the effects of interest rate fluctuations on floating rate debt. Our hedging transactions include entering into interest rate swap agreements. These agreements involve risks, such as the risk that such arrangements would not be effective in reducing our exposure to interest rate changes or that a court could rule that such an agreement is not legally enforceable. In addition, interest rate hedging can be expensive, particularly during periods of rising and volatile interest rates and a failure to hedge effectively against interest rate changes could materially adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders. In addition, while such agreements would be intended to lessen the impact of rising interest rates on us, they could also expose us to the risk that the other parties to the agreements would not perform, and that the hedging arrangements may not be effective in reducing our exposure to interest rate changes. Should we desire to terminate a hedging agreement, there could be significant costs and cash requirements involved to fulfill our obligation under the hedging agreement.

U.S. Federal Income Tax Risks

Failure to continue to qualify as a REIT would adversely affect our operations and our ability to pay dividends because we would incur additional tax liabilities, which could have a material adverse effect on us.

We believe we operate in a manner that allows us to qualify as a REIT for U.S. federal income tax purposes under the Code. Qualification as a REIT involves highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. Our qualification as a REIT will depend upon our ability to meet, through investments, actual operating results, dividends and satisfaction of specific shareholder ownership rules, and various other requirements imposed by the Code.

If we fail to qualify as a REIT for any taxable year, we will be subject to U.S. federal income tax on our taxable income at corporate rates. In addition, we would generally be disqualified from treatment as a REIT for the four taxable years following the year of losing our REIT status. Losing our REIT status would reduce our net earnings available for investment or paying dividends to shareholders because of the additional tax liability. If this occurs, we might be required to borrow funds or sell some investments in order to pay the applicable tax. In addition, dividends paid to our shareholders would no longer qualify for the dividends paid deduction, and we would no longer be required to pay dividends. Qualification as a REIT is subject to the satisfaction of tax requirements and various factual matters and circumstances that are not entirely within our control. New legislation, regulations, administrative interpretations, or court decisions could change the tax laws with respect to qualification as a REIT or the **perception** U.S. federal income tax consequences of being a REIT. Our failure to continue to qualify as a REIT could have a material adverse effect on us. In addition, our REIT status depends on the ongoing qualification of subsidiary entities qualifying as REITs or taxable REIT subsidiaries, as applicable, as a result of our substantial ownership interest in those entities.

To qualify as a REIT, and to avoid the payment of U.S. federal income and excise taxes and maintain our REIT status, we may be forced to borrow funds, use proceeds from the issuance of securities, or sell assets to pay dividends, which may result in our distributing amounts that may otherwise be used for our operations, which could have a material adverse effect on us.

To qualify as a REIT, we will be required each year to distribute to our shareholders at least 90% of our REIT taxable income, generally determined without regard to the deduction for dividends paid and by excluding net capital gains. We will be subject to U.S. federal income tax on our undistributed taxable income and net capital gain and to a 4% nondeductible excise tax on any amount by which dividends we pay with respect to any taxable year are less than the sum of (i) 85% of our ordinary income, (ii) 95% of our capital gain net income, and (iii) 100% of our undistributed income from prior years. These requirements could cause us to distribute amounts that otherwise would be spent on the acquisition of, investment in, and/or maintenance or development of properties and it is possible that we might be required to borrow funds, use proceeds from the issuance of securities, or sell assets in order to distribute enough of our taxable income to maintain our REIT status and to avoid the payment of U.S. federal income and excise taxes. We may be required to pay dividends to our shareholders at times it would be more advantageous to reinvest cash in our business or when we do not have cash readily available for distribution, and we may be forced to sell assets on terms and at times unfavorable to us, which could have a material adverse effect on us. These methods of obtaining funding could affect future dividends by increasing operating costs and decreasing available cash. In addition, such **sales** dividends may constitute a return of capital.

If certain of our subsidiaries, including our Operating Partnership, fail to maintain their respective status as a partnership or disregarded entity, as applicable, for U.S. federal income tax purposes, we could occur, cease to qualify as a REIT and suffer other adverse consequences.

One or **other factors**, more of our subsidiaries may be treated as a partnership or disregarded entity for federal income tax purposes and, therefore, will not be subject to federal income tax on its income. Instead, each of its partners or its member, as applicable, which may include us, will be allocated, and may be required to pay tax with respect to, such partner's or member's share of its income. We intend to maintain the status of our Operating Partnership as a partnership for U.S. federal income tax purposes. However, if the IRS were to successfully challenge the status of our Operating Partnership as a partnership, it would be taxable as a corporation. In such event, this would reduce the amount of distributions that our Operating Partnership could make. This would also result in our losing REIT status and becoming subject to a corporate level tax on our income. This would substantially reduce our cash available to pay dividends and the return on our shareholders' investment, which could have a material adverse effect on us. In addition, if any of the **proposed Listing occurs**, entities through which our Operating Partnership owns its properties, in whole or in part, loses its characterization as an entity disregarded from its parent, a REIT or a partnership for federal income tax purposes, the **trading** underlying entity could become subject to taxation as a corporation, thereby reducing distributions to our Operating Partnership and jeopardizing our ability to maintain REIT status.

In certain circumstances, even if we qualify as a REIT, we and our subsidiaries may be subject to certain federal, state, and other income taxes, which would reduce our cash available to pay dividends to our shareholders and could have a material adverse effect on us.

Even if we qualify and maintain our status as a REIT, we may be subject to certain U.S. federal, state and local income taxes on our income and assets, including taxes and undistributed income, built in gain tax on the taxable sale of assets, tax on income from some activities conducted as a result of a foreclosure, and non-U.S., state or local income, property and transfer taxes. Moreover, if we have net income from "prohibited transactions", that income will be subject to a 100% tax. In addition, we could, in certain circumstances, be required to pay an excise or penalty tax (which could be significant in amount) in order to utilize one or more relief provisions under the Code to maintain our qualification as a REIT. We may also decide to retain income we earn from the sale or other disposition of our property and pay income tax directly on such income. In that event, our shareholders would be treated as if they earned that income and paid the tax on it directly. However, our shareholders that are tax-exempt, such as charities or qualified pension plans, would have no benefit from their deemed payment of such tax liability. We may also be subject to state and local taxes on our income or property, either directly or at the level of our Operating Partnership or at the level of the other companies through which we indirectly own our assets. In particular, we will be subject to U.S. federal and state income tax (and any applicable non-U.S. taxes) on the income earned by our taxable REIT

subsidiaries. Any U.S. or federal, state or other taxes we pay will reduce our cash available for paying dividends to our shareholders and could have a material adverse effect on us.

The tax imposed on REITs engaging in "prohibited transactions" may limit our ability to engage in transactions that would be treated as sales for U.S. federal income tax purposes.

A REIT's net income from prohibited transactions is subject to a 100% penalty tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. Although we do not intend to hold any properties that would be characterized as held for sale to customers in the ordinary course of business, such characterization is a factual determination and no guarantee can be given that the IRS would agree with our characterization of our properties or that we will always be able to make use of the available safe harbors.

We may be required to pay some taxes due to actions of our taxable REIT subsidiaries, which would reduce our cash available to pay dividends to our shareholders and could have a material adverse effect on us.

Any net taxable income earned directly by our taxable REIT subsidiaries, or through entities that are disregarded for U.S. federal income tax purposes as entities separate from our taxable REIT subsidiaries, will be subject to U.S. federal and possibly state corporate income tax. We have elected to treat Griffin Capital Essential Asset TRS, Inc. as a taxable REIT subsidiary, and we may elect to treat other subsidiaries as taxable REIT subsidiaries in the future. In this regard, several provisions of the laws applicable to REITs and their subsidiaries ensure that a taxable REIT subsidiary will be subject to an appropriate level of U.S. federal income taxation. For example, a taxable REIT subsidiary is limited in its ability to deduct certain interest payments made to an affiliated REIT. In addition, the REIT has to pay a 100% penalty tax on some payments that it receives or on some deductions taken by a taxable REIT subsidiary if the economic arrangements between the REIT, the REIT's customers, and the taxable REIT subsidiary are not comparable to similar arrangements between unrelated parties. To the extent that we and our affiliates are required to pay U.S. federal, state and local taxes, we will have less cash available to pay dividends to our shareholders.

Complying with the REIT requirements may cause us to forgo otherwise attractive opportunities, which could have a material adverse effect on us.

To qualify as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our shareholders and the ownership of our common shares. We may be required to pay dividends to our shareholders at times it would be more advantageous to reinvest cash in our business or when we do not have cash readily available to pay dividends, and we may be forced to sell assets on terms and at times unfavorable to us, which could have a material adverse effect on us. Thus, compliance with the REIT requirements may hinder our ability to operate solely on the basis of maximizing profits.

To the extent our dividends represent a return of capital for tax purposes, a shareholder could recognize an increased capital gain upon a subsequent sale of the shareholder's common shares.

Distributions in excess of our current and accumulated earnings and profits and not treated by us as a dividend will not be taxable to a shareholder to the extent those distributions do not exceed the shareholder's adjusted tax basis in his or her common shares, but instead will constitute a return of capital and will reduce such adjusted basis. (Such distributions to non-U.S. shareholders may be subject to withholding, which may be refundable.) If distributions exceed such adjusted basis, then such adjusted basis will be reduced to zero and the excess will be capital gain to the shareholder (assuming such shares are held as a capital asset for U.S. federal income tax purposes). If distributions result in a reduction of a shareholder's adjusted basis in his or her common shares, then subsequent sales of such shareholder's common shares potentially will result in recognition of an increased capital gain.

Legislation that modifies the rules applicable to partnership tax audits may affect us.

Under the Bipartisan Budget Act of 2015, liability is imposed on the partnership (rather than its partners) for adjustments to reported partnership taxable income resulting from audits or other tax proceedings. The liability can include an imputed underpayment of tax, calculated by using the highest marginal U.S. federal income tax rate, as well as interest and penalties on such imputed underpayment of tax. It is possible that the Bipartisan Budget Act of 2015 rules could result in partnerships in which we directly or indirectly invest (including our Operating Partnership) being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and we, as a direct or indirect partner of these partnerships, could be required to bear the economic burden of those taxes, interest, and penalties even though we may have not been a partner in the partnership during the year to which the audit relates and we, as a REIT, may not otherwise have been required to pay additional corporate-

level taxes as a result of the related audit adjustment. Using certain rules, partnerships may be able to transfer these liabilities to their partners. In the event any adjustments are imposed by the IRS on the taxable income reported by any subsidiary partnerships, we intend to utilize certain rules to the extent possible to allow us to transfer any liability with

respect to such adjustments to the partners of the subsidiary partnerships who should properly bear such liability. However, there is no assurance that we will qualify under those rules or that we will have the authority to use those rules under the operating agreements for certain of our subsidiary partnerships.

Legislative or regulatory tax changes related to REITs could materially and adversely affect our business.

The U.S. federal income tax laws and regulations governing REITs and their shareholders, as well as the administrative interpretations of those laws and regulations, are constantly under review and may be changed at any time, possibly with retroactive effect. No assurance can be given as to whether, when, or in what form, the U.S. federal income tax laws applicable to us and our shareholders may be enacted. Changes to the U.S. federal income tax laws and interpretations of U.S. federal tax laws could adversely affect an investment in our common shares.

Risks Related to Our Common Shares

The price of our common shares may vary significantly from experience volatility. In addition, limited trading volume may depress the market price of our previously published NAV. Further, if you elect common shares and make it difficult for investors to sell your their shares following the Listing, you may receive and less for the sale of those shares than the price you paid for those attractive to new investors to purchase our common shares.

Furthermore, the The U.S. stock markets, including the NYSE, on which we have applied to list our common shares are listed, historically have experienced significant price and volume fluctuations, and recently, this has especially impacted REITs with significant office REITs assets. As a result, the market price of our common shares is likely to be has similarly been volatile, and investors in our common shares may experience a decrease in the value market price of their shares, including decreases unrelated to our operating performance business, financial conditions or prospects results of operations. We cannot assure you that the market price of our common shares will not fluctuate or decline significantly in the future.

In addition future or that holders of our common shares will be able to the risks listed in this "Risk Factors" section, a number of factors could negatively affect the share sell their shares when desired on favorable terms, or at all. The market price of our common shares or result in could be subject to wide fluctuations in response to:

- our financial performance, cash flows, financial condition, results of operations and prospects;
- actual or anticipated differences in our quarterly or annual operating results from those expected;
- our dependence on key personnel whose continued services are not guaranteed;
- whether we will be successful in renewing leases as they expire;
- failure to qualify as a REIT;
- failure to comply with the price rules of the NYSE, the requirements of the Sarbanes-Oxley Act or trading volume of our common shares, including other applicable laws;
- the annual yield from distributions dividends on our common shares as compared to yields on other financial instruments;
- actual or anticipated changes in our and our tenants' business or prospects;
- the current state of the credit and capital markets, and our ability and the ability of our tenants to obtain financing on favorable terms;
- whether work-from-home trends or other factors will impact the attractiveness of industrial and/or office assets;
- changes in market valuations of similar companies;
- strategic decisions by us or our competitors, such as acquisitions or investments, divestments, spin offs, joint ventures, strategic investments or changes in business strategy;
- further increases in (or prolonged periods of high) market interest rates, which could result in increased interest expense on our debt;
- equity issuances by us (including the issuance of OP Units or other securities convertible into, or exchangeable for, our common shares) or the conversion of a large number of OP Units into common shares as opposed to cash;
- future sales of substantial amounts of our common shares by our existing or future shareholders, or the perception that such issuances or future sales may occur;
- increases adverse market reaction to any indebtedness we incur in market interest rates or a decrease the future, inability to refinance our existing indebtedness, the inclusion of restrictive covenants in our distributions future indebtedness, or our failure to shareholders establish debt levels that lead purchasers of our common shares to demand a higher yield; investors believe are appropriate;
- changes in market valuations of similar companies;
- fluctuations in stock market prices and volumes from time to time due to a variety of factors, including from sales of our common shares sold by our shareholders;
- additions or departures of key management personnel;

- our operating performance and the performance of other similar companies;
- actual or anticipated differences in our quarterly operating results;

[Table of Contents](#)

- changes in expectations of future financial performance or changes in estimates of securities analysts;
- publication of research reports about us or our industry by securities analysts;
- failure to qualify as a REIT; government regulatory action or inaction and legislative changes that could adversely affect our industry;
- changes in tax laws;
- adverse market reaction to any indebtedness we incur in the future, or our failure to establish debt levels that investors believe are appropriate;
- strategic decisions by us or our competitors, such as acquisitions, divestments, spin offs, joint ventures, strategic investments or changes in business strategy;
- the passage of legislation or other regulatory developments that adversely affect us or our industry;
- speculation in the press or investment community;
- changes in our earnings;
 - changes in the underlying value of real estate;
- failure to satisfy the listing requirements climate change and natural disasters, such as earthquakes, wildfires, rising sea levels, flooding, and extreme weather;
- impacts of the NYSE; outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises;
- failure to comply with the requirements of the Sarbanes-Oxley Act; terrorist acts, natural or man-made disasters or threatened or actual armed conflicts; and
- actions by institutional shareholders;
 - changes in accounting principles; and
 - general market conditions, including factors unrelated to our performance; conditions.

In the past, securities class action litigation has often been instituted against companies following periods of volatility in the price of their common shares. This type of litigation could result in substantial costs and divert our management's attention and resources, which could have a material adverse effect on our cash flows, our ability to execute our business strategy and our ability to make distributions to our shareholders.

Our shares are subject to the risk that our distributions to shareholders We may change which could adversely impact the attractiveness of owning our shares. dividend policy.

Considering the need to retain greater liquidity as a listed company, on February 21, 2023, the Company announced that the Board had declared a reduced distribution rate of \$0.90 per common share annualized, subject to adjustments for class-specific expenses, for the month of February 2023, which was paid to shareholders on February 24, 2023. In addition, for distributions following the February distribution, the Company will cease calculating and determining record holders for its distribution rate daily, and instead will pay distributions to holders of common shares in a specific amount and on a specified record date. Accordingly, on March 24, 2023, the Company announced that the Board had declared a distribution of \$0.075 per common share payable on May 12, 2023 to holders of record of its common shares on May 2, 2023, and if the Listing occurs after the record date, the distribution Future dividends will be declared and paid with respect to each class of the Company's currently outstanding common shares, with appropriate adjustments for each class.

All distributions will be at the sole discretion of our Board, and the amount and timing of dividends will depend upon our actual and projected financial condition, results of operations, cash flows, liquidity and FFO, AFFO, maintenance of our REIT qualification and such other matters as our Board may deem relevant from time to time. We intend Our Board may change our dividend policy at any time, and there can be no assurance as to evaluate distributions throughout 2023, and it is expected the manner in which future dividends will be paid or that shareholders the current dividend level will not receive distributions equivalent to those previously paid by us for various reasons, including need to retain cash to satisfy our current obligations, including debt maturities, for investment purposes, working capital reserves or other purposes. be maintained in future periods. Shareholders have no contractual or other legal right to distributions dividends that have not been authorized and declared by the Board. We may not be able to make distributions pay dividends in the future or may need to fund such distributions payments from external sources, including debt or equity financings, as to which no assurances can be given. In addition, as noted above, we may choose to retain operating cash flow, and these retained funds, although increasing the value of our assets on our balance sheet, may not correspondingly increase the market price of our common shares. Our failure to meet the market's expectations with regard to future cash distributions dividends likely would adversely affect the market price of our common shares.

[Table of Contents](#)

Our shareholders are subject to the risk that our business and operating plans may change.

Our Board may change our investment objectives, targeted investments, borrowing policies or other corporate policies without shareholder approval.

Increases in market interest rates may result in a decrease in the value of our common shares.

One of the factors that may influence the price of our common shares will be the dividend **distribution** rate on our common shares (as a percentage of the price of our common shares) relative to market interest rates. If market interest rates rise, prospective purchasers of our common shares may expect a higher **distribution dividend** rate. Higher interest rates would not, however, result in more funds being available **for distribution to pay dividends** and, in fact, would likely increase our borrowing costs and might decrease our funds available for **distribution dividends**. We therefore may not be able, or we may not choose, to provide a higher **distribution dividend** rate. As a result, prospective purchasers may decide to purchase other securities rather than our common shares, which would reduce the demand for, and result in a decline in the market price of, our common shares.

The future issuance of common shares or the resale of outstanding common shares could adversely affect the market price of our common shares.

Future primary issuances of our common shares or other securities convertible into, or exchangeable or exercisable for, our common shares could dilute shareholders and could have an adverse effect on the market price of our common shares. Holders of our common shares are not entitled to preemptive rights or other protections against dilution.

Additionally, in connection with the transaction that resulted in the internalization of our management in December 2018 (the "Self-Administration Transaction"), Griffin Capital, LLC, a Delaware limited liability company ("GC LLC"), which is an entity controlled by our former Executive Chairman, Kevin A. Shields, and is an affiliate of Griffin Capital Company, LLC, which was the sponsor of our predecessor, Griffin Capital Essential Asset REIT, Inc. (our "Predecessor"), received OP Units (approximately 2.7 million taking into effect the 9 to 1 reverse split) as a consideration in exchange for the sale to our Predecessor of the advisory, asset management and property management business of Griffin Capital Real Estate Company, LLC (now known as PKST Management Company, LLC). As further described below, of December 31, 2023, GC LLC owned 2,486,516 OP Units, which, upon a request for redemption by GC LLC, are exchangeable into common shares or cash, at the Company's election. We are party to a registration rights agreement with GC LLC pursuant to which GC LLC has the right to request that we register for resale, under the Securities Act, our common shares issued or issuable to GC LLC and certain successor holders. Resales of a significant number of our common shares, or the perception that such resales could occur, may have an adverse effect on the market price of our common shares.

The vesting of any restricted shares or other equity awards granted to certain trustees, executive officers and other employees under our equity incentive plan, or the issuance of our common shares, or OP Units in connection with future acquisitions of and/or other investments in properties, could have an adverse effect on the market price of our common shares.

Risks Related to Our **Conflicts Business**

Most of **Interest**

Conflicts our properties are occupied by a single tenant; therefore, for each such property income generated by that property is dependent on the financial stability of interest may exist a single tenant or the lease guarantor or parent-guarantor of such tenant, as applicable. Many events affecting our tenants could arise have a material adverse effect on us including, the bankruptcy, insolvency, or a general downturn in the **future between** business of, or a lease termination or election by a tenant not to renew, or other events affecting our tenants, could have a material adverse effect on us.

Our properties are primarily leased to single tenants or will derive a majority of their rental income from single tenants and, therefore, the **interests** income generated by these properties is materially dependent on the financial stability of the companies to which we have leased, such companies' parents and/or the companies who have guaranteed such leases, including parent-guarantors. Our revenues depend on the financial condition of our **shareholders** tenants, their parents or lease guarantors, as applicable. Any event of bankruptcy, insolvency, or a general downturn in the business of any of these tenants or the relevant parent-guarantor, a default by a tenant, the failure of a guarantor to fulfill its obligations, a premature termination of a lease, or a tenant's election not to extend a lease upon its expiration, could have a material adverse effect on us. Additionally, in certain instances, we may enter into leases that do not include a credit party guaranty. Moreover, we can provide no assurance that our strategy of owning and operating industrial and office properties that are primarily leased to single tenants will be successful or that we will attain our investment and portfolio management objectives. Furthermore, although we have no current intention to do so, we may also invest in single-tenant, leased industrial and office properties outside of the **interests** United States and we can provide no assurance that we will have success in any such investments. The occurrence of **holders** any of **OP Units**, the foregoing could have a material adverse effect on us.

Additionally, we may not be able to verify the credit quality of our tenant prior to leasing our properties to such tenants. As a result, we may be exposed to a greater risk of default for tenants for whom we are not able to verify their credit quality prior to entering into leasing our properties.

We may own or invest in special use single tenant properties, and, as such, it may be difficult to re-lease or sell these properties, which could have a material adverse effect on us.

We focus our investments on industrial and office properties, a number of which may **impede** have special uses. Special use properties may be relatively illiquid compared to other types of real estate and financial assets. Upon expiration or early termination of a lease, this illiquidity could limit our ability to quickly pivot in response to changes in economic, market or other conditions to an even greater extent than the typically illiquid nature of real estate assets. With these properties, we may be required to renovate or demolish a vacant property in order to try to re-lease or sell it, grant rent or other concessions and/or make significant capital expenditures to improve these properties in order to retain existing tenants or attract new tenants following a lease expiration. In addition, in the event we determine it is best to sell the property, we may have difficulty selling it to a party other than the company that has leased the property, such company's parent and/or the company that has guaranteed the lease of the property due to the special purpose for

which the property may have been designed. These and other limitations could have a material adverse effect on us and may affect our ability to re-lease or sell these properties upon expiration or early termination of a lease, which could have a material adverse effect on us.

Tenant defaults may have a material adverse effect on our business, decisions that financial condition and results of operations.

The majority of our revenues and income comes from rental income from real property. As such, our business, financial condition and results of operations could benefit be adversely affected if our shareholders. Additionally, tenants default on their rental payments or other lease obligations. Rental payment defaults, including those caused by the current chairman economic climate or tenant liquidity limitations resulting from adverse developments affecting the financial services industry, could cause us to reduce the amount of dividends we pay, force us to find an alternative source of revenue to meet a debt payment and prevent a foreclosure if the property secures a loan, and/or and have a material adverse effect on our Board business, financial condition and results of operations.

Our ability to manage our assets is also subject to federal bankruptcy laws and state laws that limit creditors' rights and remedies available to real property owners to collect delinquent rents. If a controlling person of entities tenant becomes insolvent or bankrupt, we cannot be sure that own OP Units, and therefore may face conflicts with regard we could recover the premises from the tenant promptly or from a trustee or debtor-in-possession in any bankruptcy proceeding relating to his fiduciary duties to the Company and those entities.

Conflicts of interest exist or could arise that tenant. We also cannot be sure that we would receive any rent in the proceeding sufficient to cover our expenses and future between the interests of our shareholders and the interests of holders of OP Units. Our trustees and officers have duties to the Company under applicable Maryland law in connection with their management of the Company. At the same time, we, as the general partner of our Operating Partnership have fiduciary duties, and obligations to our Operating Partnership and its partners in connection with the management of our Operating Partnership under Delaware law and the partnership agreement of our Operating Partnership. Our fiduciary duties and obligations as general partner to our Operating Partnership and its partners may come into conflict with the duties of our trustees and officers to the Company. Additionally, the current chairman of our Board is a controlling person of entities that own OP Units, and therefore may face conflicts of interest income expectations with respect to his fiduciary duties the premises. If a tenant becomes bankrupt, the federal bankruptcy code will apply and, in some instances, may restrict the amount and recoverability of our claims against the tenant. A tenant's default on its lease obligations may have a material adverse effect on our business, financial condition and results of operations.

We currently rely on five tenants for approximately a quarter of our revenue and adverse effects to their business, including a tenant's bankruptcy or insolvency, a general downturn in a tenant's business, a lease termination or election by a tenant not to renew, or other events affecting our tenants, could have a material adverse effect on us.

Our five largest tenants, based on Annualized Base Rent as of December 31, 2023, were Keurig Dr. Pepper, located in Massachusetts (approximately 5.9%), Southern Company Services located in Alabama (approximately 4.7%), LPL Holdings located in South Carolina (approximately 4.4%), Amazon located in Ohio and Illinois (approximately 4.4%) and Freeport-McMoRan, located in Arizona (approximately 4.0%). The revenues generated by the properties leased and/or guaranteed by these companies are substantially reliant upon the financial condition of such companies, either because they are the tenant at such properties or the parent-guarantor, and, accordingly, any event of bankruptcy, insolvency, or a general downturn in the business of any of these tenants or the relevant parent-guarantor, a default by a tenant, the failure of a guarantor to fulfill its obligations, a premature termination of a lease, or a tenant's election not to extend a lease upon its expiration, which could have a material adverse effect on us.

Approximately a quarter of the leases in our portfolio are scheduled to expire in the next four years. An inability to sell or re-lease such properties could result in a material adverse effect on us. Also, vacancies increase our exposure to downturns in the real estate market during the time that we are trying to sell or re-lease such space, and could increase our capital expenditure requirements during the liquidation or re-leasing period, as applicable, any of which could have a material adverse effect on us.

Our lease expirations by year based on Annualized Base Rent as of December 31, 2023 are as follows (dollars in thousands):

Year of Lease Expiration ⁽¹⁾	Annualized Base Rent	Number of Leases	Approx. Square Feet	Percentage of Annualized
	(unaudited)			Base Rent
2024	\$ 17,045	9	1,398,500	8.7 %
2025	8,090	7	788,700	4.1
2026	13,308	4	1,449,100	6.8
2027	14,349	7	570,700	7.3
2028	18,726	11	2,027,200	9.5
2029	38,756	10	2,394,100	19.7
> 2029	86,457	31	8,595,800	43.9
Leased Amenity Space	—	—	2,000	—
Vacant	—	—	642,800	—
Total	\$ 196,731	79	17,868,900	100.0 %

(1) Expirations that occur on the last day of the month are shown as expiring in the subsequent month.

We may experience concentrations of lease expiration dates in the future. As the expiration date of a lease for a building solely or primarily leased to a single tenant approaches, the value of the property generally declines because of the risk that the building may not be re-leased upon expiration of the existing lease or may not be re-leased on terms as favorable as those of the current lease(s). Therefore, if we were to sell any of these assets prior to the Company favorable re-leasing of the space or without electing to redevelop a space, we may suffer a loss on our investment. Our shareholders may also suffer a loss (including a reduction in dividends) after the expiration of the applicable lease term if we are not able to, or elect not to, sell or re-lease such space. These expiring leases, therefore, increase our risk to real estate downturns during and approaching these periods of concentrated lease expirations. An inability to sell or re-lease a space on favorable terms could adversely impact the value of our properties and have an adverse effect on our business, financial condition, results of operations and the market price of our common shares. The occurrence of any of the foregoing risks could have a material adverse effect on us.

Our portfolio has geographic market concentrations that make us especially susceptible to adverse developments in those entities, geographic markets.

In addition to general, regional, national and international economic conditions, our business, financial condition, and results of operations are impacted by the economic conditions of the specific geographic markets in which we have concentrations of properties. We have significant property concentrations based on Annualized Base Rent as of December 31, 2023 in Arizona (11.9%), New Jersey (9.9%), Colorado (8.4%), Ohio (6.7%), and Massachusetts (6.3%). In the future, we may experience additional geographic concentrations, which could adversely affect our business, financial condition, and result of operations if conditions become less favorable in any of the states or markets within such states in which we have a concentration of properties. We cannot assure you that any of our markets will grow, not experience adverse developments or that such markets will not become less desirable to investors. Our business, financial condition and results of operations may also be affected if competing properties are built, redeveloped or become more desirable than our properties in such markets. A downturn in the economy in the states or regions in which we have a concentration of properties, or markets within such states or regions, could adversely affect our tenants operating businesses in those states, impair their ability to pay rent to us and materially and adversely affect us.

We may be unable to fully benefit from increases in market rental rates because certain of our leases contain fixed renewal rates or limitations on market rental rate resets upon renewal.

Based on Annualized Base Rent, as of December 31, 2023, our weighted average lease term was approximately 6.5 years and approximately 98.2% of our leases contain fixed rental rate increases. By entering into longer term leases, we are subject to the risk during the initial term that we would not be able to increase our rental rates to market rental rates if market rental rates have increased. In addition, during periods of high inflation, fixed rental rate increases subject us to the risk of receiving lower rental revenue than we otherwise would have been entitled to receive if the rental rate increases were based on an increase in the consumer price index over a specified period. In addition, our leases may contain provisions (including caps, collars, fixed increases, etc.) that may limit our ability to reset rental rates to market rental rates upon expiration of the periods of fixed rental rate increases. Any inability to take advantage of increases in market rental rates could adversely impact the value of our properties and the market price of our common shares and could have a material adverse effect on us.

Our ability to fully control the maintenance of our net-leased properties may be limited.

Certain of our executive officers own an interest in an incentive compensation plan controlled by the current chairman leases provide that tenants of our Board net-leased properties are responsible for some or all of the maintenance and other day-to-day management of the relevant properties or their premises. If a property is not adequately maintained in accordance with the terms of the applicable lease, we may incur expenses for deferred maintenance or other liabilities, including upon expiration or earlier termination of a lease. We generally visit our properties on an annual basis, but these visits are not comprehensive inspections and deferred maintenance items may go unnoticed. In addition, a tenant may refuse or be unable to pay for any required maintenance for a property or its premises, which may result in the Company needing to cover such costs. While our leases generally provide for protection in these instances, a tenant may defer maintenance and it may be difficult to enforce remedies against such a tenant.

To the extent we are unable to pass along our property operating expenses to our tenants, our business, financial condition and results of operations, may be negatively impacted.

Operating expenses associated with owning a property typically include real estate taxes, insurance, maintenance, repair and renovation costs, the cost of compliance with governmental regulation (including zoning) and the potential for liability under applicable laws. We generally lease our properties to tenants pursuant to triple-net leases that require the tenant to pay their proportionate share of substantially all such property operating expenses. However, on a limited basis we lease our properties to tenants pursuant to leases that do not pass along all such property operating expenses. We have mostly entered into leases pursuant to which they we retain responsibility for the costs of structural repairs and maintenance. If there is an increase in property operating expenses that we are unable to pass along to our tenants, then our business, financial condition and results of operations could be negatively impacted. Similarly, vacancy in our portfolio would negatively impact our business, financial condition and results of operations, as we would be responsible for all property operating expenses that we have formerly passed on to our tenants.

We face significant competition for tenants, which may decrease or prevent increases of the occupancy and rental rates of our properties. Furthermore, at the time we elect to dispose of our properties, we will also be in competition with sellers of similar properties to locate suitable purchasers for our properties. The occurrence of any of the foregoing could have a material adverse effect on us.

The commercial real estate markets in which we operate are highly competitive. The leasing of real estate is also often highly competitive, and we may experience competition for tenants from owners and managers of competing properties. An oversupply of properties in the industries and geographies in which we concentrate could further increase competition. As a result, we may have to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights, below-market renewal options or other lease incentive payments or we might not be able to timely lease the space. If our competitors offer space at rental rates below current market rates or below the rental rates we currently charge our tenants, we may lose existing or potential tenants and we may be entitled pressured to receive reduce our rental rates or to offer more substantial payments, which rent abatements, tenant improvements, early termination rights, below-market renewal options or other lease incentives in order to retain tenants when our leases expire. Competition for companies that may lease or guarantee our properties could cause these executive officers decrease or prevent increases of the occupancy and rental rates of our properties. Furthermore, at the time we elect to make decisions dispose of our properties, we will also be in competition with sellers of similar properties to locate suitable purchasers for our properties. The occurrence of any of the foregoing could have a material adverse effect on us.

We may suffer adverse effects from acquisitions of and/or other investments in properties if such properties fail to perform as expected or market conditions deteriorate, particularly with respect to investments in new markets and new business lines.

We may pursue acquisitions of and/or other investments in properties as part of our business plan. Acquisitions of and/or other investments in properties entail risks, such as the risk that such properties fail to perform as expected.

We may pursue acquisitions of and/or other investments in properties in regions where we have not previously owned properties. This could create risks in addition to those we face in more familiar regions, such as our not sufficiently anticipating conditions or trends in a new market and, therefore a property not operating profitably.

We may acquire properties and/or invest in properties that are subject to liabilities in situations where we have no recourse, or only limited recourse, against the prior owners, co-investors or other third parties with respect to unknown liabilities. The seller of real property will typically seek to sell such real property in its "as is" condition on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, purchase agreements typically contain limited warranties, representations and indemnifications that will only survive for a limited period after the closing and subject to a floor and cap. As a result, if a liability were asserted against us based upon ownership of or interest in those properties, we might have to pay substantial sums to settle or contest it if we have no recourse, or only limited recourse, against the prior owners.

We may pursue acquisitions of and/or other investments in properties for which we are unable to secure traditional financing on terms and conditional acceptable to us. Accordingly, we may be required to seek alternative sources of financing. Such non-traditional financing may not be available on terms and conditions that are as favorable as traditional lending sources.

Additionally, we may not be able to successfully implement appropriate operational, financial and management systems and controls to achieve the benefits expected to result from the acquisitions of and/or other investments in properties. If acquisitions of and/or other investments in properties do not perform as expected or market conditions deteriorate, there may be a material adverse effect on our business, financial condition or results of operations.

We may enter into a new business line or market or acquire or invest in real estate assets that have characteristics that differ from our current portfolio.

As a result of an acquisition or other investment, we may enter into a new business line or market or own real estate assets that have characteristics that differ from our current portfolio. For example, we may target new property types, which differ from the real estate assets we are currently invested in and that we have not previously targeted. Any such new business line new market or property type may present new challenges for us, and we may not be able to overcome such challenges. If our entry into, or acquisition of or investment in, as applicable, a new business line, market or property type does not perform as expected, there may be a material adverse effect on our business, financial condition or results of operations.

Properties we acquire or invest in may require development or redevelopment in order for the property to be leased to a new tenant.

Properties we acquire or invest in may require development or redevelopment in order for the property to be leased by a new tenant. The development or redevelopment of such properties is subject to various risks, including the following, among others:

- we may be unable to obtain zoning, occupancy or other governmental approvals;
- rents may not meet our projections and the project may not be accretive;
- we may need the consent of third parties such as mortgage lenders and joint venture partners, and those consents may be withheld; and
- development, redevelopment or expansions may fail to appeal to the demographics of the market in which they are located.

If a development or redevelopment of a newly acquired property is unsuccessful, either because we do not receive the rents we expected or are unable to lease the property, then we could experience a material adverse effect on our business, financial condition or results of operation.

Additionally, the development or redevelopment of a property may be time consuming and experience delays. A property may need to remain vacant during the period of development or redevelopment and we may not receive any rental income during such period. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition or result of operations.

We may not be able to control the extent of warranties and indemnities we may be required to provide when disposing of properties.

As we seek to dispose of certain properties, in some circumstances market conditions may impact the terms on which we are able to sell properties, which may require us to provide warranties, representations and covenants, and agree to indemnification obligations or to retain certain liabilities, in order to complete such dispositions. As we complete property dispositions, the overall size of our post-closing indemnification and retained liability obligations to purchasers may increase, and no assurance can be given that the extent of such indemnification obligations and retained liabilities will not, individually or in the aggregate, be material to our business, financial condition or results of operations.

We have limited control with respect to properties that are partially owned or managed by third parties, which may adversely affect our ability to manage such properties and related business.

As of December 31, 2023, we owned interests in 46 income-producing properties with other parties. Investments in these properties and future similar investments, could involve risks that would not be present were a third party not involved, including the possibility that partners or other owners might become bankrupt or suffer a deterioration in their creditworthiness, or fail to fund their share of required capital contributions. If one of our partners or other owners in these investments were to become bankrupt, we may be precluded from taking certain actions regarding our investments without prior court approval, which at a minimum may delay the actions we would or may desire to take. Additionally, partners or other owners could have economic or other business interests or goals that are inconsistent with our own business interests or goals, and could be in a position to take actions contrary to our policies or objectives.

These investments, and other future similar investments, also have the potential risk of creating impasses on decisions, such as a sale, financing or development, because neither we nor our partner or other owner has full control over the partnership or joint venture. Disputes between us and partners or other owners might result in litigation or

arbitration that could increase our expenses and divert the attention of management. Consequently, actions by, or disputes with, partners or other owners might result in subjecting properties owned pursuant to a joint venture to additional risk. In addition, we risk the possibility of being liable for the actions of our partners or other owners.

A substantial portion of our portfolio is comprised of office assets, which have generally experienced a decrease in demand and value. Office assets may experience a further decrease in demand and value and such decrease in demand could have a material adverse effect on us. Further, our ability to sell any of our office assets may be limited in the current economic climate.

A substantial portion of our portfolio (approximately 56.3% based on Annualized Base Rent as of December 31, 2023) is comprised of office assets, which have generally experienced a decrease in demand and value. Current economic conditions could lead our office tenants electing not to renew their leases, or to renew their leases for less space than they currently occupy, which could increase vacancy rates and decrease rental income. Remote and hybrid work practices are likely to continue in a post-pandemic environment. As a result of the increased bargaining power of tenants, we may be required to spend increased amounts for property improvements. Additionally, if substantial office space reconfiguration is required, it may be more attractive for our tenants to pursue relocating to other office space than renewing their leases and renovating their existing space, which could have a material adverse effect on us.

Further, our current business plan contemplates the sale of a number of our office assets. Our ability to sell our office assets at attractive prices may be limited in the current economic climate, and there is no assurance that we will be able to effect such sales on attractive terms, or at all.

Additionally, in the event of a default, a termination of, or failure to renew a lease, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment and re-letting the property or experience a decrease in value of a property if the Company determines to sell such property while it is vacant. In addition, there is no assurance that **are not in** we will be able to lease the **best interest** property for the rent previously received or sell the property without incurring a loss due to its being vacant.

We depend on current key personnel for our future success, and the loss of such personnel or inability to attract and retain personnel could harm our business and the Company.

Our chief executive officer (Mr. Escalante), chief financial officer (Mr. Bitar), and two loss of services of one or more members of our executive vice presidents (Messrs. Sohn management team, or our inability to attract and Tausk) **are** retain highly qualified personnel, could adversely affect our business, diminish our investment opportunities and weaken our business relationships with lenders, business partners, companies that may lease or guarantee our properties and other industry participants, any of which could have a material adverse effect on us.

Our future success will depend in large part on our ability to attract and retain a long-term incentive program sufficient number of GCC, an entity owned qualified personnel. Competition for such personnel is intense, and controlled by we cannot assure shareholders that we will be successful in attracting and retaining such skilled personnel. Our future success also depends upon the current chairman service of our Board (the "GCC Incentive Plan") as executive management team, who we believe have extensive market knowledge and business relationships and will exercise substantial influence over the Company's operating, financing, acquisition, disposition and investment activity. Among the reasons that they are important to our success is that we believe that each has a result national or regional industry reputation that is expected to attract business and investment opportunities and assist us in negotiations with lenders, companies that may lease or guarantee our properties and other industry personnel. We believe that many of their prior service our other key personnel also have extensive experience and strong reputations in the industry. The loss of services of one or more members of our executive management team, or our inability to GCC, attract and retain highly qualified personnel, could adversely affect our business and weaken our business relationships with lenders, business partners, companies that may lease or guarantee our properties and other industry participants, any of which could have a material adverse effect on us.

If global market and economic conditions deteriorate, including as a result of geopolitical conflicts, U.S. elections, bank failures and negative depositor confidence in depositary institutions, it could have a material adverse effect on us.

Our business may be adversely affected by market and economic volatility experienced by the U.S. and global economies, the real estate industry as a whole and/or the local economies in the markets in which our properties are located. Such adverse economic and geopolitical conditions may be due to, among other issues, rising inflation and interest rates, volatility in the public equity and debt markets, and international economic and other conditions, including pandemics, geopolitical instability, geopolitical conflicts, U.S. elections, sanctions, bank failure and negative depositor confidence in depositary institutions and other conditions beyond our control. These current conditions, or similar conditions existing in the future, may adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders as a result of one or more of the following, among other potential consequences:

- significant job losses may occur, which may decrease demand for our office and industrial space, causing market rental rates and property values to be negatively impacted, and create increased challenges in disposing of properties in accordance with our business plan;
- reduced values of our properties may limit our ability to dispose of assets at attractive prices or to obtain debt financing secured by our properties and may reduce the availability of secured or unsecured loans;
- inflation may adversely affect tenant leases with stated rent increases tied to the consumer price index, which could be lower than the increase in inflation at any given time;
- the financial condition of our tenants may be adversely affected, which may result in tenant defaults under leases due to inflationary pressure, bankruptcy, lack of liquidity, the stability of tenants' banking institutions, lack of funding, operational failures or for other reasons;
- our ability to borrow on terms and conditions that we find acceptable, or at all, may be limited, which could reduce our ability to refinance existing debt and increase our future interest expense;

- the value and liquidity of our short-term investments and cash deposits could be reduced as a result of a deterioration of the financial condition of the institutions that hold our cash deposits or the institutions or assets in which we have made short-term investments, a dislocation of the markets for our short-term investments, increased volatility in market rates for such investments or other factors; and
- to the extent we enter into derivative financial instruments, one or more counterparties to our derivative financial instruments could default on their **role** obligations to us, or could fail, increasing the risk that we may not realize the benefits of these instruments.

The outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises could have a material adverse effect on us.

A future outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises could result in a general decline in rents, an increased incidence of defaults under existing leases and negatively impact our ability to achieve new leases as existing leases expire. Additionally, our tenants may determine to lease less space as a result of the aftereffects of the outbreak of a highly infectious or contagious disease, or a declaration of a pandemic, epidemic or other health crises, resulting more vacancies at our properties, which could have a material adverse effect on our business, financial condition and results of operations.

Furthermore, we cannot predict the impact that an epidemic, pandemic or other health crises could on our tenants and other business partners; however, any material effect on these parties could have a material adverse effect on us.

If we fail to maintain effective internal controls over financial reporting, we could severely inhibit our ability to accurately and timely report our financial condition, results of operations or cash flows.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports, effectively prevent fraud and operate successfully. Any failure to provide reliable financial reports or prevent fraud could harm operating results, cause us to fail to meet our reporting obligations or cause reputational harm. As a public company, we are required to document and test our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act so that our management can certify as to the effectiveness of our internal control over financial reporting. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows.

As a result of material weaknesses or significant deficiencies that may be identified in our **internalization transaction** internal control over financial reporting in 2018. Each the future, we may also identify certain deficiencies in some of our disclosure controls and procedures that we believe require remediation. If we or our independent registered public accounting firm discover any such material weaknesses or significant deficiencies, we will make efforts to further improve our internal control over financial reporting controls, but there is no assurance that we will be successful. Any failure to maintain effective controls or timely effect any necessary improvement of our internal control over financial reporting controls could harm our results of operation, cause us to fail to meet our reporting obligations or cause reputational harm. Ineffective internal control over financial reporting and disclosure controls could also cause investors to lose confidence in our reported financial information, the market price of our common shares could decline, and we could be subject to investigations by the NYSE, the SEC or other regulatory authorities. Failure to remedy any material weakness or significant deficiency in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls over financial reporting, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to error or fraud may occur and not be detected.

Our operating results will be affected by economic and regulatory changes, such as inflation and rising interest rates, that have an adverse impact on the real estate market in general, and we cannot provide any assurance that we will be profitable or that we will realize growth in the value of the real estate we own and/or are invested in.

We own and operate real estate and face risks related to investments in real estate. As of December 31, 2023, our real estate portfolio included 71 properties in 24 states and 67 lessees. Our operating results will be subject to risks generally incident to the ownership of real estate. These include risks described elsewhere in this "Risk Factors" section and other risks, including the following:

- the value of real estate fluctuates depending on conditions in the general economy and the real estate business. Additionally, adverse changes in these **executives** conditions may result in a decline in rental revenues, sales proceeds and occupancy levels at our properties and could have a material adverse effect on us. If rental revenues, sales proceeds and/or occupancy levels decline, we generally would expect to have less cash available to pay indebtedness, to pay dividends to shareholders or otherwise run our business;
- it may be **entitled** difficult to **receive certain payments** sell real estate quickly, or potential buyers of our properties may experience difficulty in obtaining financing, which may limit our ability to dispose of properties promptly in response to changes in economic or other conditions. Additionally, we may be unable to identify, negotiate, finance or

consummate dispositions of our properties, on favorable terms, or at all;

- our properties may be subject to impairment losses;
- changes in tax, real estate, environmental or zoning laws and regulations;
- changes in property tax assessments and insurance costs;
- changes in interest rates and rising inflation;
- the cost and availability of credit may be adversely affected by illiquid credit markets and wider credit spreads, and/or more stringent underwriting standards, which could affect our inability or the inability of our tenants to timely refinance maturing liabilities to meet liquidity needs; and
- we may from time to time be subject to litigation, which may significantly divert the **GCC Incentive Plan**, attention and resources of the Company's management and result in defense costs, settlements, fines or judgments against us, some of which **payments** are not, or cannot be, covered by insurance.

These and other risks could be substantial. The possibility have a material adverse effect on us and may prevent us from realizing growth in the value of receiving these payments could cause these executive officers to make decisions with respect to the Company real estate we own and/or are invested in.

If we suffer losses that are not covered by insurance or that are in excess of insurance coverage, it could have a material adverse effect on us.

We may suffer losses that are not covered by insurance or that are in excess of insurance. There are types of losses, generally of a catastrophic nature, such as losses due to wars, acts of terrorism, earthquakes, fires, floods, hurricanes, pollution or environmental matters, which are either uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. In addition, we may decide not to obtain, even though available, any or adequate earthquake or similar catastrophic insurance coverage because the premiums are too high. Generally, our leases require each tenant to procure, at its own expense, commercial general liability insurance, as well as property insurance covering the building for the full replacement value and naming the ownership entity and the lender, if applicable, as the additional insured on the policy. Separately, we obtain, to the extent available, liability insurance (includes pollution coverage) and property insurance (includes earthquake coverage, wind coverage, flood coverage and rent loss coverage for at least one year of rental loss) for all of our properties. However, the coverage and amounts of our environmental, flood and earthquake insurance policies may not be sufficient to cover our entire risk. We cannot assure shareholders that we will have adequate coverage for losses. If we suffer losses that are not covered by insurance or that are in excess of insurance coverage, it could have a material adverse effect on us.

Costs of complying with governmental laws and regulations, including those relating to environmental matters and the ADA, may have a material adverse effect on us.

Our operations conducted on real property are subject to federal, state and local laws and regulations relating to environmental protection and zoning and state and local fire and life safety requirements.

Under various federal, state and local laws, ordinances and regulations, a current or previous owner or operator of real property may be held liable for the costs of removing or remediating hazardous or toxic substances. These laws often impose clean-up responsibility and liability without regard to whether the owner or operator was responsible for, or even knew of, the presence of the hazardous or toxic substances. The costs of investigating, removing or remediating these substances may be substantial, and we may not have the adequate insurance in place to cover such costs. The presence of these substances may adversely affect our ability to lease or sell the property or to borrow using the property as collateral and may expose us to liability resulting from any release of or exposure to these substances, any of which could result in expenditures and could have a material adverse effect on us. In addition, we may incur costs and liabilities associated with the disposal or treatment of hazardous or toxic substances, claims by third parties based on damages and costs resulting from environmental contamination emanating from own of our properties, or liability in connection with the handling or exposure to asbestos-containing materials. We maintain pollution liability insurance for all of our properties to insure against the potential liability of remediation and exposure risk. Some of these laws and regulations may impose joint and several liability on tenants, owners or operators for the costs to investigate or remediate contaminated properties, regardless of fault or whether the acts causing the contamination were legal. Failure to comply with these regulations could result in the **best interest** imposition of fine by governmental authorities or an award of damages to private litigants.

Under the ADA all public accommodations and commercial facilities are required to meet certain federal requirements related to access and use by disabled persons. The ADA's requirements could require removal of access barriers and could result in the imposition of injunctive relief, monetary penalties, or, in some cases, an award of damages. We aim to own and operate properties that comply with the ADA or may place the burden on a third party to ensure compliance with the ADA. However, we cannot assure our shareholders that we will be able to allocate responsibilities in this manner. Failing to comply could result in the imposition of fines by the federal government or an award of damages to private litigants. Although we diligence compliance with laws, including the ADA, when we acquire properties, we may incur additional costs to comply with the ADA or other regulations related to access by disabled persons. If required changes involve a greater amount of expenditures than we currently anticipate, it could have a material adverse effect on us.

Furthermore, our properties may be subject to various federal, state and local regulatory requirements, such as zoning and state and local fire and life safety requirements. Failure to comply with these requirements could result in the imposition of fines by governmental authorities or an award of damages to private litigants. Through our due diligence process and protections in our leases, we aim to own and operate properties that are in material compliance with all such regulatory requirements. However, we cannot assure our shareholders that these requirements will not be changed or that new requirements will not be imposed which would require significant unanticipated expenditures by us and could have a material adverse effect on us.

Furthermore, changes in federal and state legislation and regulations on climate change, including the increasing number of state and municipality laws and policies on climate change, emission reduction targets and required disclosures, could result in increased utility expenses and/or increased capital expenditures to improve the energy efficiency and reduce carbon emissions of our **Company**, properties in order to comply with such regulations or result in fines for non-compliance. For example, in October 2023, California passed two bills that require certain companies that do business in California to disclose their GHG emissions and climate-related financial risks starting in 2026. The occurrence of any of the foregoing could have a material adverse effect on us.

We may seek to use artificial intelligence and automated decision making technology in order to realize operating efficiencies in our business. In recent years use of these methods has come under increased regulatory scrutiny. New laws, guidance and/or decisions in this area may limit our ability to use our artificial intelligence models, or require us to make changes to our operations that may decrease our operational efficiency, result in an increase to operating costs and/or hinder our ability to improve our services if we begin to use these methods. For example, in October 2023, the President of the United States issued an executive order on the Safe, Secure and Trustworthy Development and Use of AI, emphasizing the need for transparency, accountability and fairness in the development and use of AI. Any actual or perceived failure to comply with evolving regulatory frameworks around the development and use of AI, machine learning and automated decision making could adversely affect our business, results of operations, and financial condition.

If we sell properties by providing financing to purchasers, defaults by the purchasers could have a material adverse effect on us.

If we provide seller-financing to purchasers (also known as purchase money financing), we will bear the risk that the purchaser may default, which could have a material adverse effect on us. Even in the absence of a purchaser default, there may be a material adverse effect on us. In some cases, we may receive initial down payments in cash and other property in the year of sale in an amount less than the selling price and subsequent payments will be spread over a number of years, which at times may not include interest payments to us. If any purchaser defaults under a financing arrangement with us, it could have a material adverse effect on us. In certain jurisdictions, the remedies available to us, in the context of seller-financing, may also limit our ability to recover any deficiencies after a buyer defaults and we foreclose on the asset.

If we are unable to increase the number of shares authorized for issuance under our long-term incentive plan, we may need to settle awards to our trustees and employees in cash.

As of December 31, 2023, there are 167,185 shares of our common stock reserved for issuance under our long-term incentive plan. If we continue to grant awards of restricted stock units ("RSUs") to our trustees and employees as has been our historical practice, and our shareholders do not approve an increase in the number of common shares authorized for issuance under our long-term incentive plan, we may need to settle future awards in cash. The use of cash to settle awards under our long-term incentive plan would result in the Company having less cash available to pay indebtedness, to pay dividends to shareholders and otherwise run our business.

Risks Related to Our Corporate Structure Debt Financing

If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt at maturity, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement, including our unsecured corporate credit agreement, which could have a material adverse effect on us.

Under the terms of our existing secured and unsecured debt instruments, we have \$29.1 million of debt scheduled to mature in 2024. The credit markets have experienced dislocation in recent months and owners of office assets have experienced particular challenges in refinancing existing debt and in obtaining new debt. Our business depends on the availability of credit, and credit terms that support our underwriting of assets. If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt as it matures, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement which could lead to a cross-default under our unsecured corporate credit agreement, which could have a material adverse effect on us. A continued failure to repay our debt as it matures could lead to an inability for the Company to continue as a going concern.

If we were to default under our unsecured credit agreement, the facility lenders would have the ability to immediately declare the loans due and payable in whole or in part. In such event, we may not have sufficient available cash to repay such debt at the time it becomes due, or be able to refinance such debt on acceptable terms or at all. Pursuant to the Second Amended and Restated Credit Agreement dated as of April 30, 2019 (as amended, the "Second Amended and Restated Credit Agreement"), with KeyBank, National Association ("KeyBank"), as administrative agent, and a syndicate of lenders, our Operating Partnership, as the borrower, has a \$1.3 billion credit facility consisting of a (i) \$750.0 million unsecured revolving credit facility (the "Revolving Credit Facility"), under which the Company has not redeemed drawn \$400 million (the "Revolving Loan"), currently maturing in March 2024 (with a series of extension options to January 31, 2026, subject to the Series A Preferred Shares, completed satisfaction of certain customary conditions), (ii) a \$400.0 million senior unsecured term loan maturing in December 2025 (the "\$400M 2025 5-Year Term Loan"), and (iii) a \$150.0 million senior unsecured term loan maturing in April 2026 (the "\$150M 2026 7-Year Term Loan" and together with the Listing Revolving Credit Facility and the \$400M 2025 5-Year Term Loan, the "KeyBank Loans"). The Second Amended and Restated Credit Agreement also provides the option, subject to obtaining additional commitments from lenders and certain other customary conditions, to increase the commitments under the Revolving Credit Facility, increase the existing term loans and/or listed incur new term loans by up to an additional \$1.0 billion in the Series A Preferred Shares aggregate. In addition to customary representations, warranties, covenants, and indemnities, the Second Amended and Restated Credit Agreement contains a number of financial covenants as described in Note 5, Debt, to our consolidated financial statements included in this Annual Report on Form 10-K.

On February 12, 2024, the Company exercised an option to extend the Revolving Loan Maturity Date (as defined in the Second Amended and Restated Credit Agreement) which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

Any of the foregoing could have a national exchange by August 1, 2023, then material adverse effect on us.

We may finance properties with prepayment lock-out provisions, which may prohibit us from selling a property, or after such date the holder of our Series A Preferred Shares has a right to may require us to redeem maintain specified debt levels for a period of years on some properties.

Lock-out provisions are provisions that generally prohibit repayment of a loan balance for a certain number of years following the Series origination date of a loan. We may finance properties with lock-out provisions, which could materially restrict us from selling or otherwise disposing of or refinancing properties. These provisions would affect our ability to turn our investments into cash and thus affect cash available for the payment of dividends to our shareholders and may prohibit us from reducing the outstanding indebtedness with respect to any such properties by repaying or refinancing such indebtedness. Any

mortgage debt that we place on our properties may also impose prepayment penalties. If a lender invokes these penalties, the cost to the Company to sell, repay or refinance the property could increase substantially. Lock-out provisions could preclude us from participating in major transactions that could result in a disposition of our assets or a change in control even though that disposition or change in control might be in our shareholders' best interests. The occurrence of any of the foregoing could have a material adverse effect on us.

We have broad authority to incur debt, and our indebtedness could have a material adverse effect on us.

We have broad authority to incur debt, subject to the approval of our Board. High debt levels would cause us to incur higher interest charges, which would result in higher debt service payments. Our indebtedness could have a material adverse effect on us, as well as:

- increase our vulnerability to general adverse economic and industry conditions;
- decrease the market price of our common shares as a result of market aversion to higher debt levels;
- limit our ability to obtain additional financing to fund future working capital, acquisitions, investments, capital expenditures and other general corporate requirements;
- require the use of an increased portion of our cash flow from operations for the payment of principal and interest on our indebtedness, thereby reducing our ability to use our cash flow to fund working capital, acquisitions, investments, capital expenditures and general corporate requirements;
- limit our flexibility in planning for, or reacting to, changes in our business and our industry and accomplishing our business plan;
- put us at a disadvantage compared to our competitors with less indebtedness; and
- limit our ability to access capital markets.

We have placed, and may continue to place, permanent financing on our properties or increase our credit facility or other similar financing arrangement in order to acquire and/or invest in properties. We may also decide to later further leverage our properties or to rely on securitization vehicles. We may borrow funds for any purposes related to our business. A Preferred Shares shortfall between the cash flow from our properties and the cash flow needed to service debt could have a material adverse effect on us.

In addition, our indebtedness could be accompanied by more restrictive covenants than those in our existing credit facility or other secured debt obligations. The assumptions in our corporate credit agreement and mortgage debt regarding values, cash flow and debt service coverage, and individual asset underwriting of key performance metrics such as loan-to-value ratios, debt service coverage ratios and debt yields that support our current borrowings may be subject to change, as market conditions change and/or lending standards become more stringent. Lenders have imposed and could impose restrictions on us that affect our dividend and operating policies and our ability to incur additional debt, including customary restrictive covenants, that, among other things, restrict our ability to engage in material asset sales, mergers, consolidations, acquisitions or investments, to make capital expenditures, to pay special dividends, and more generally on how and when we can spend operating funds and capital event proceeds. We may also be required to have and maintain certain specified financial ratios and to reserve or otherwise set aside funds for cash. Accordingly, unless specific expenses, such as anticipated leasing and capital expenditures. These or other limitations may adversely affect our flexibility and limit our ability to pay dividends to shareholders at our current level. Any of the foregoing could have a material adverse effect on us.

We expect to need additional funding to fund future investments.

We expect to need additional funding to finance our investments, including debt financing; however, we have completed the Listing can provide no assurance that debt financing will be available on terms that we deem attractive or listed at all. If we are unable to consummate our Series A Preferred Shares on a national securities exchange by such date, if the holder exercises this right anticipated financing plans, we will need to allocate cash secure alternative sources of funding. These sources may include the net proceeds from equity issuances, joint ventures or the sale of assets. No assurance can be given that any of these sources of capital will be available on terms that are as favorable as those that we currently expect to satisfy this redemption when obtain, or available at all. If we finance any funding shortfall with common equity issuances, there may be a shortage dilutive effect on our earnings per share after giving effect to the issuance of cash such common shares and the application of the proceeds thereof. The incurrence of additional debt could increase our leverage ratios and would increase our exposure to the risks associated with debt financing, all of which would be negatively perceived by the market. In addition, an inability to obtain sufficient capital to meet our funding obligations could lead to contractual defaults that could materially and adversely affect us. If debt financings or alternative sources of financing are unavailable when strategic opportunities arise, we may prefer not be able to allocate acquire properties or make a relevant investment.

We have incurred, and intend to continue to incur, indebtedness secured by our properties. If we are unable to make our debt payments when required, a lender could foreclose on the property or properties securing such debt, which could have a material adverse effect on us.

Some of our assets are and will be secured by mortgages on our properties, and we may in the future rely on securitization vehicles. If we default on our secured indebtedness, the lender may foreclose and we could lose our entire investment in the properties securing such loan or vehicle, which could have a material adverse effect on us. To the extent lenders require us to cross-collateralize our properties, or provisions in our loan documents contain cross-default provisions, a default under a single loan agreement could subject multiple properties to foreclosure. Foreclosures of one or more of our properties could have a material adverse effect on us.

Increases in interest rates could increase the amount of our debt payments and adversely affect our ability to pay dividends to shareholders at our current level or otherwise have a material adverse effect on us.

We expect that we will incur indebtedness in the future. Increases in the interest we pay on our indebtedness could adversely affect our ability to pay dividends to shareholders at our current level, among other consequences. Additionally, if we incur variable rate debt, increases in interest rates would increase our interest costs, could reduce our cash flows and our ability to other uses consistent with pay dividends to shareholders at our business plans, current level or otherwise have a material adverse effect on us. In addition, after August 8, 2023, the preferred holder has the right, if we need to repay existing debt during periods of rising interest rates, we could be required to sell one or more of our investments in properties at its option, to convert its Series A Preferred Shares into common shares times that may not permit realization of the Company. Any maximum return on such conversion would dilute the interests of our other shareholders unless the Company elects to satisfy such conversion by making a cash payment to the preferred holder (in which case we would have to allocate cash thereto when there may be a shortage of cash or when we may prefer to allocate cash to other uses consistent with our business plans). investments. Any of the foregoing risks could have a material adverse effect on us.

We have issued 5,000,000 Series A Preferred Shares that rank senior Failure to all hedge effectively against interest rate changes may adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders.

The REIT provisions of the Code impose certain restrictions on our ability to utilize hedges, swaps and other shares, including types of derivatives to hedge our common shares, and grant liabilities. At the holder same time, our corporate credit agreement requires us to maintain certain rights that are superior or additional to the rights of common shareholders, including covenants with respect to maximum, unhedged interest rate risk. Subject to these restrictions and requirements, we have entered, and may continue to enter into, hedging transactions to protect ourselves from the payment effects of distributions, liquidation preference, redemption rights, interest rate fluctuations on floating rate debt. Our hedging transactions include entering into interest rate swap agreements. These agreements involve risks, such as the risk that such arrangements would not be effective in reducing our exposure to interest rate changes or that a court could rule that such an agreement is not legally enforceable. In addition, interest rate hedging can be expensive, particularly during periods of rising and conversion rights. Distributions volatile interest rates and a failure to hedge effectively against interest rate changes could materially adversely affect our business, financial condition, results of operations and ability to pay dividends to our shareholders. In addition, while such agreements would be intended to lessen the impact of rising interest rates on the

[Table of Contents](#)

Series A Preferred Shares are cumulative and are declared and payable quarterly in arrears. Under the terms of the original purchase agreement for the Series A Preferred Shares, the holder of the Series A Preferred Shares agreed to purchase an additional 5,000,000 Series A Preferred Shares at a later date for an additional purchase price of \$125.0 million, subject to satisfaction of certain conditions. Accordingly, under certain circumstances, the preferred holder may have a right to purchase a second tranche of the Series A Preferred Shares.

If the Company has not completed the Listing or listed its Series A Preferred Shares on a national exchange by August 1, 2023, then on or after such date, the holder of the Series A Preferred Shares has a right to require us, they could also expose us to redeem the Series A Preferred Shares for cash. Accordingly, unless we have completed risk that the Listing or listed our Series A Preferred Shares on a national securities exchange by such date, if the holder exercises this right we will need to allocate cash to satisfy this redemption when there may be a shortage of cash or when we may prefer to allocate cash to other uses consistent with our business plans. In addition, after August 8, 2023, the preferred holder has the right, at its option, to convert its Series A Preferred Shares into common shares of the Company. Any such conversion would dilute the interests of our other shareholders unless the Company elects to satisfy such conversion by making a cash payment parties to the preferred holder (in which case we agreements would have to allocate cash thereto when there may be a shortage of cash or when we may prefer to allocate cash to other uses consistent with our business plans). Any issuance of a second tranche of Series A Preferred Shares not perform, and that the subsequent conversion of such Series A Preferred Shares (which may be converted by the holder as soon as five years from the issuance date thereof) would similarly be dilutive to our common shareholders, unless the Company elects to satisfy such conversion in cash (in which case we would have to allocate cash thereto when there may be a shortage of cash or when we may prefer to allocate cash to other uses consistent with our business plans). The Company has the right to redeem the Series A Preferred Shares (including Series A Preferred Shares that may be issued in any such second tranche) at any time.

We are obligated to pay the holder of the Series A Preferred Shares its current distributions and any accumulated and unpaid distributions prior to any distributions being paid to our common shareholders and, therefore, any cash available for distribution is used first to pay distributions to the holder of the Series A Preferred Shares. The Series A Preferred Shares also have a liquidation preference in the event of our voluntary or involuntary liquidation, dissolution, or winding up of our affairs (a "liquidation") which could negatively affect any payments to the common shareholders in the event of a liquidation.

If we fail to pay distributions on the Series A Preferred Shares for six quarters (whether or not consecutive), the holder will be entitled to elect two additional trustees of the Company (the "Preferred Shares Trustees"). The election will take place at the next annual meeting of shareholders, or at a special meeting of the holder of Series A Preferred Shares called for that purpose, and such right to elect Preferred Shares Trustees shall continue until all distributions accumulated on the Series A Preferred Shares have been paid in full for all past distribution periods and the accumulated distribution for the then current distribution period shall have been authorized, declared and paid in full or authorized, declared and a sum sufficient for the payment thereof irrevocably set apart for payment in trust.

If any of the foregoing risks were to materialize, it could have a material adverse effect on us.

Our shareholders' percentage ownership interest in the Company will be diluted if we issue additional shares or if our Operating Partnership issues additional OP Units.

Our shareholders' interest in the Company will be diluted if we issue additional shares. Our shareholders do not have preemptive rights to any shares issued by us in the future. Subject to Maryland law, our Board may increase the number of authorized common shares, increase or decrease the number of shares of any class or series of shares designated, or reclassify any unissued shares without obtaining shareholder approval. Further, our outstanding and any later-issued Series A Preferred Shares may be converted into our common shares under certain circumstances unless the Company elects to satisfy such conversion by making a cash payment to the preferred holder. Existing shareholders will experience dilution of their equity investment or voting power in the Company if we issue additional shares in the future, including issuing restricted common shares or restricted share units ("RSUs") to our independent trustees and executive officers, issuing shares in connection with an exchange of partnership interests of the Operating Partnership, issuing additional OP Units or converting shares of the outstanding tranche of our Series A Preferred Shares into our common shares.

Our charter contains certain ownership limits with respect to our shares.

Generally, to maintain our qualification as a REIT, no more than 50% in value of our outstanding shares may be owned, directly or indirectly, by five or fewer individuals at any time during the last half of our taxable year (except with respect to the first taxable year for which an election to be taxed as a REIT is made). The Code defines "individuals" for purposes of the requirement described in the preceding sentence to include some types of entities. Our charter authorizes our Board to take such actions as it determines are necessary or appropriate to preserve our qualification as a REIT. Our charter prohibits the

[Table of Contents](#)

ownership by any Person (as defined in our charter) of more than 9.8% (in value or in number, whichever is more restrictive, as determined in good faith by our Board) of the aggregate of our common shares or more than 9.8% of the value (as determined in good faith by our Board) of the aggregate of our outstanding Shares (as defined in our charter), unless waived by our Board. For these purposes, our charter includes a "group" as that term is used for purposes of Section 13(d)(3) of the Exchange Act in the definition of "Person." Our Board may exempt a person, prospectively or retroactively, from these ownership limits if certain conditions are satisfied.

This ownership limit and the other restrictions on ownership and transfer of our shares contained in our charter may:

- discourage a tender offer or other transactions or a change in management or of control that might involve a premium price for our shares or that our shareholders might otherwise believe to be in their best interest; or
- result in the transfer of shares acquired in excess of the restrictions to a trust for the benefit of a charitable beneficiary and, as a result, the forfeiture by the acquirer of the benefits of owning the additional shares.

Certain provisions of Maryland law could inhibit changes in control, which may discourage third parties from conducting a tender offer or seeking other change of control transactions that might involve a premium price for our shares or that our shareholders might otherwise believe to be in their best interest.

Certain provisions of the MGCL may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under circumstances that otherwise could provide the holders of common shares with the opportunity to realize a premium price for our common shares, including:

- "business combination" provisions that, subject to limitations, prohibit certain business combinations between us and an "interested shareholder" (defined generally as any person who beneficially owns 10% or more of the voting power of our shares or an affiliate thereof or an affiliate or associate of ours who was the beneficial owner, directly or indirectly, of 10% or more of the voting power of our then-outstanding voting shares at any time within the two-year period immediately prior to the date in question) for five years after the most recent date on which the shareholder becomes an interested shareholder, and thereafter impose fair price and/or supermajority shareholder voting requirements on these combinations; and
- "control share" provisions that provide that a shareholder's "control shares" of our Company (defined as shares (other than shares acquired directly from us) that, when aggregated with other shares controlled by the shareholder, entitle the shareholder to exercise one of three increasing ranges of voting power in electing trustees) acquired in a "control share acquisition" (defined as the direct or indirect acquisition of ownership or control of issued and outstanding "control shares") have no voting rights with respect to their control shares, except to the extent approved by our shareholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

As permitted by the MGCL, we have elected to opt out of the business combination and control share provisions of the MGCL. However, we cannot assure you that our Board will not opt to be subject to such provisions of the MGCL in the future, including opting to be subject to such provisions retroactively.

Further, Maryland statutory law provides that an act of a trustee relating to or affecting an acquisition or a potential acquisition of control of a real estate investment trust hedging arrangements may not be subject effective in reducing our exposure to interest rate changes. Should we desire to terminate a higher duty or greater scrutiny than is applied hedging agreement, there could be significant costs and cash requirements involved to any other act of a trustee. Hence, trustees of a Maryland real estate investment trust by statute are not required to act in certain takeover situations fulfill our obligation under the same standards of care, and are not subject hedging agreement.

U.S. Federal Income Tax Risks

Failure to the same standards of review, as apply in Delaware and other corporate jurisdictions.

Our shareholders' investment return would be reduced if we were required to register as an investment company under the 1940 Act and we would not be able to continue our business unless and until we registered under the 1940 Act.

We conduct our operations so that we and our subsidiaries are not required to register as an investment company under the 1940 Act.

[Table of Contents](#)

To maintain compliance with our 1940 Act exemption, we may be unable to sell assets we would otherwise want to sell and may sell assets we would otherwise wish to retain. If we or our subsidiaries fail to maintain an exception or exemption from the 1940 Act, we may be required to, among other things, substantially change the manner in which we conduct our operations to avoid being required to register as an investment company under the 1940 Act or alternatively, register as an investment company under the 1940 Act. If we were required to register as an investment company but failed to do so, we would be prohibited from engaging in our business, and criminal and civil actions could be brought against us. In addition, our contracts would be unenforceable unless a court required enforcement, and a court could appoint a receiver to take control of the Company and liquidate our business.

Our rights and the rights of our shareholders to recover claims against our officers and trustees are limited, which could reduce our shareholders' and our recovery against them if they cause us to incur losses.

Maryland law provides that a trustee has no liability in that capacity if he or she performs his or her duties in good faith, in a manner he or she reasonably believes to be in the real estate investment trust's best interests and with the care that an ordinarily prudent person in a like position would use under similar circumstances. Our charter requires us to indemnify our trustees and officers to the maximum extent permitted under Maryland law. Additionally, our charter limits the liability of our trustees and officers for monetary damages to the maximum extent permitted under Maryland law. Further, our charter permits the Company, with the approval of our Board, to provide such indemnification and advancement of expenses to any of our employees or agents. As a result, we and our shareholders may have more limited rights against our trustees, officers, employees and

agents, than might otherwise exist under common law, which could reduce our shareholders' and our recovery against them. In addition, we may be obligated to fund the defense costs incurred by our trustees, officers, employees and agents in some cases which would decrease the cash otherwise available for distribution to our shareholders.

We are uncertain of our sources of funding our future capital needs. If we cannot obtain funding on acceptable terms, our ability to make necessary capital improvements to our properties may be impaired or delayed.

To continue to qualify as a REIT we generally must distribute to would adversely affect our shareholders at least 90% of operations and our taxable income each year, excluding capital gains. Because of this distribution requirement, it is not likely that we will be able to fund a significant portion of our future capital needs from retained earnings. We have not identified all of our sources of funding, and such sources of funding may not be available to us on favorable terms or at all. If we do not have access to sufficient funding in the future, we may not be able to make necessary capital improvements to our properties, pay other expenses, make distributions or expand our business.

Our bylaws designate the Circuit Court for Baltimore City, Maryland as the sole and exclusive forum for certain actions and proceedings that may be initiated by our shareholders.

Our bylaws provide that, unless we consent in writing to the selection of a different forum, the Circuit Court for Baltimore City, Maryland, or, if that court does not have jurisdiction, the U.S. District Court for the District of Maryland, Baltimore Division, will be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach by any trustee, officer or other employee of the Company of a duty owed to the Company or our shareholders or of any standard of conduct set forth in the Maryland General Corporation Law ("MGCL"), (iii) any action asserting a claim arising pursuant to any provision of the MGCL including, but not limited to, the meaning, interpretation, effect, validity, performance or enforcement of our charter or our bylaws, (iv) any action asserting a claim governed by the internal affairs doctrine, or (v), upon the Listing, any Internal Corporate Claim (as defined in the MGCL). This exclusive forum provision does not apply to claims under the Securities Act, the Exchange Act, or any other claim for which the federal courts have exclusive jurisdiction. Any person or entity purchasing or otherwise acquiring or holding any interest in our common shares will be deemed to have notice of and to have consented to these provisions of our bylaws, as they may be amended from time to time. Our Board, without shareholder approval, adopted this provision of our bylaws so that we may respond to such litigation more efficiently and reduce the costs associated with our responses to such litigation, particularly litigation that might otherwise be brought in multiple forums. This exclusive forum provision may limit a shareholder's ability to bring a claim in a judicial forum that the shareholder believes is favorable for disputes with the Company or our trustees, officers, agents or employees, if any, and may discourage lawsuits against us and our trustees, officers, agents or employees, if any. Alternatively, if a court were to find this provision of our bylaws inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings notwithstanding that the MGCL expressly provides that the charter or bylaws of a Maryland real estate investment trust may require that any internal corporate claim be brought only in courts sitting in one or more specified jurisdictions, pay dividends because we may incur additional costs that we do not currently anticipate associated with resolving such matters in other jurisdictions, tax liabilities, which could have a material adverse effect on us.

We believe we operate in a manner that allows us to qualify as a REIT for U.S. federal income tax purposes under the Code. Qualification as a REIT involves highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. Our qualification as a REIT will depend upon our ability to meet, through investments, actual operating results, dividends and satisfaction of specific shareholder ownership rules, and various other requirements imposed by the Code.

If we fail to qualify as a REIT for any taxable year, we will be subject to U.S. federal income tax on our taxable income at corporate rates. In addition, we would generally be disqualified from treatment as a REIT for the four taxable years following the year of losing our REIT status. Losing our REIT status would reduce our net earnings available for investment or paying dividends to shareholders because of the additional tax liability. If this occurs, we might be required to borrow funds or sell some investments in order to pay the applicable tax. In addition, dividends paid to our shareholders would no longer qualify for the dividends paid deduction, and we would no longer be required to pay dividends. Qualification as a REIT is subject to the satisfaction of tax requirements and various factual matters and circumstances that are not entirely within our control. New legislation, regulations, administrative interpretations, or court decisions could change the tax laws with respect to qualification as a REIT or the U.S. federal income tax consequences of being a REIT. Our failure to continue to qualify as a REIT could have a material adverse effect on us. In addition, our REIT status depends on the ongoing qualification of subsidiary entities qualifying as REITs or taxable REIT subsidiaries, as applicable, as a result of our substantial ownership interest in those entities.

To qualify as a REIT, and to avoid the payment of U.S. federal income and excise taxes and maintain our REIT status, we may be forced to borrow funds, use proceeds from the issuance of securities, or sell assets to pay dividends, which may result in our distributing amounts that may otherwise be used for our operations, which could have a material adverse effect on us.

To qualify as a REIT, we will be required each year to distribute to our shareholders at least 90% of our REIT taxable income, generally determined without regard to the deduction for dividends paid and by excluding net capital gains. We will be subject to U.S. federal income tax on our undistributed taxable income and net capital gain and to a 4% nondeductible excise tax on any amount by which dividends we pay with respect to any taxable year are less than the sum of (i) 85% of our ordinary income, (ii) 95% of our capital gain net income, and (iii) 100% of our undistributed income from prior years. These requirements could cause us to distribute amounts that otherwise would be spent on the acquisition of, investment in, and/or maintenance or development of properties and it is possible that we might be required to borrow funds, use proceeds from the issuance of securities, or sell assets in order to distribute enough of our taxable income to maintain our REIT status and to avoid the payment of U.S. federal income and excise taxes. We may be required to pay dividends to our shareholders at times it would be more advantageous to reinvest cash in our business or when we do not have cash readily available for distribution, and we may be forced to sell assets on terms and at times unfavorable to us, which could have a material adverse effect on us. These methods of obtaining funding could affect future dividends by increasing operating costs and decreasing available cash. In addition, such dividends may constitute a return of capital.

If certain of our subsidiaries, including our Operating Partnership, fail to maintain their respective status as a partnership or disregarded entity, as applicable, for U.S. federal income tax purposes, we could cease to qualify as a REIT and suffer other adverse consequences.

One or more of our subsidiaries may be treated as a partnership or disregarded entity for federal income tax purposes and, therefore, will not be subject to federal income tax on its income. Instead, each of its partners or its member, as applicable, which may include us, will be allocated, and may be required to pay tax with respect to, such partner's or member's share of its income. We intend to maintain the status of our Operating Partnership as a partnership for U.S. federal income tax purposes. However, if the IRS were to successfully challenge the status of our Operating Partnership as a partnership, it would be taxable as a corporation. In such event, this would reduce the amount of distributions that our Operating Partnership could make. This would also result in our losing REIT status and becoming subject to a corporate level tax on our income. This would substantially reduce our cash available to pay dividends and the return on our shareholders' investment, which could have a material adverse effect on us. In addition, if any of the entities through which our Operating Partnership owns its properties, in whole or in part, loses its characterization as an entity disregarded from its parent, a REIT or a partnership for federal income tax purposes, the underlying entity could become subject to taxation as a corporation, thereby reducing distributions to our Operating Partnership and jeopardizing our ability to maintain REIT status.

In certain circumstances, even if we qualify as a REIT, we and our subsidiaries may be subject to certain federal, state, and other income taxes, which would reduce our cash available to pay dividends to our shareholders and could have a material adverse effect on us.

Even if we qualify and maintain our status as a REIT, we may be subject to certain U.S. federal, state and local income taxes on our income and assets, including taxes and undistributed income, built in gain tax on the taxable sale of assets, tax on income from some activities conducted as a result of a foreclosure, and non-U.S., state or local income, property and transfer taxes. Moreover, if we have net income from "prohibited transactions", that income will be subject to a 100% tax. In addition, we could, in certain circumstances, be required to pay an excise or penalty tax (which could be significant in amount) in order to utilize one or more relief provisions under the Code to maintain our qualification as a REIT. We may also decide to retain income we earn from the sale or other disposition of our property and pay income tax directly on such income. In that event, our shareholders would be treated as if they earned that income and paid the tax on it directly. However, our shareholders that are tax-exempt, such as charities or qualified pension plans, would have no benefit from their deemed payment of such tax liability. We may also be subject to state and local taxes on our income or property, either directly or at the level of our Operating Partnership or at the level of the other companies through which we indirectly own our assets. In particular, we will be subject to U.S. federal and state income tax (and any applicable non-U.S. taxes) on the income earned by our taxable REIT

subsidiaries. Any U.S. or federal, state or other taxes we pay will reduce our cash available for paying dividends to our shareholders and could have a material adverse effect on us.

The tax imposed on REITs engaging in "prohibited transactions" may limit our ability to engage in transactions that would be treated as sales for U.S. federal income tax purposes.

A REIT's net income from prohibited transactions is subject to a 100% penalty tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. Although we do not intend to hold any properties that would be characterized as held for sale to customers in the ordinary course of business, such characterization is a factual determination and no guarantee can be given that the IRS would agree with our characterization of our properties or that we will always be able to make use of the available safe harbors.

We may be required to pay some taxes due to actions of our taxable REIT subsidiaries, which would reduce our cash available to pay dividends to our shareholders and could have a material adverse effect on us.

Any net taxable income earned directly by our taxable REIT subsidiaries, or through entities that are disregarded for U.S. federal income tax purposes as entities separate from our taxable REIT subsidiaries, will be subject to U.S. federal and possibly state corporate income tax. We have elected to treat Griffin Capital Essential Asset TRS, Inc. as a taxable REIT subsidiary, and we may elect to treat other subsidiaries as taxable REIT subsidiaries in the future. In this regard, several provisions of the laws applicable to REITs and their subsidiaries ensure that a taxable REIT subsidiary will be subject to an appropriate level of U.S. federal income taxation. For example, a taxable REIT subsidiary is limited in its ability to deduct certain interest payments made to an affiliated REIT. In addition, the REIT has to pay a 100% penalty tax on some payments that it receives or on some deductions taken by a taxable REIT subsidiary if the economic arrangements between the REIT, the REIT's customers, and the taxable REIT subsidiary are not comparable to similar arrangements between unrelated parties. To the extent that we and our affiliates are required to pay U.S. federal, state and local taxes, we will have less cash available to pay dividends to our shareholders.

Complying with the REIT requirements may cause us to forgo otherwise attractive opportunities, which could have a material adverse effect on us.

To qualify as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our shareholders and the ownership of our common shares. We may be required to pay dividends to our shareholders at times it would be more advantageous to reinvest cash in our business or when we do not have cash readily available to pay dividends, and we may be forced to sell assets on terms and at times unfavorable to us, which could have a material adverse effect on us. Thus, compliance with the REIT requirements may hinder our ability to operate solely on the basis of maximizing profits.

To the extent our dividends represent a return of capital for tax purposes, a shareholder could recognize an increased capital gain upon a subsequent sale of the shareholder's common shares.

Distributions in excess of our current and accumulated earnings and profits and not treated by us as a dividend will not be taxable to a shareholder to the extent those distributions do not exceed the shareholder's adjusted tax basis in his or her common shares, but instead will constitute a return of capital and will reduce such adjusted basis. (Such distributions to non-U.S. shareholders may be subject to withholding, which may be refundable.) If distributions exceed such adjusted basis, then such adjusted basis will be reduced to zero and the excess will be capital gain to the shareholder (assuming such shares are held as a capital asset for U.S. federal income tax purposes). If distributions result in a reduction of a shareholder's adjusted basis in his or her common shares, then subsequent sales of such shareholder's common shares potentially will result in recognition of an increased capital gain.

Legislation that modifies the rules applicable to partnership tax audits may affect us.

Under the Bipartisan Budget Act of 2015, liability is imposed on the partnership (rather than its partners) for adjustments to reported partnership taxable income resulting from audits or other tax proceedings. The liability can include an imputed underpayment of tax, calculated by using the highest marginal U.S. federal income tax rate, as well as interest and penalties on such imputed underpayment of tax. It is possible that the Bipartisan Budget Act of 2015 rules could result in partnerships in which we directly or indirectly invest (including our Operating Partnership) being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and we, as a direct or indirect partner of these partnerships, could be required to bear the economic burden of those taxes, interest, and penalties even though we may have not been a partner in the partnership during the year to which the audit relates and we, as a REIT, may not otherwise have been required to pay additional corporate-

level taxes as a result of the related audit adjustment. Using certain rules, partnerships may be able to transfer these liabilities to their partners. In the event any adjustments are imposed by the IRS on the taxable income reported by any subsidiary partnerships, we intend to utilize certain rules to the extent possible to allow us to transfer any liability with respect to such adjustments to the partners of the subsidiary partnerships who should properly bear such liability. However, there is no assurance that we will qualify under those rules or that we will have the authority to use those rules under the operating agreements for certain of our subsidiary partnerships.

Legislative or regulatory tax changes related to REITs could materially and adversely affect our business.

The U.S. federal income tax laws and regulations governing REITs and their shareholders, as well as the administrative interpretations of those laws and regulations, are constantly under review and may be changed at any time, possibly with retroactive effect. No assurance can be given as to whether, when, or in what form, the U.S. federal income tax laws applicable to us and our shareholders may be enacted. Changes to the U.S. federal income tax laws and interpretations of U.S. federal tax laws could adversely affect an investment in our common shares.

Risks Related to Our Common Shares

The price of our common shares may experience volatility. In addition, limited trading volume may depress the market price of our common shares and make it difficult for investors to sell their shares and less attractive to new investors to purchase our common shares.

The U.S. stock markets, including the NYSE, on which our common shares are listed, historically have experienced significant price and volume fluctuations, and recently, this has especially impacted REITs with significant office assets. As a result, the market price of our common shares has similarly been volatile, and investors in our common shares may experience a decrease in the market price of their shares, including decreases unrelated to our business, financial conditions or results of operations. We cannot assure you that the market price of our common shares will not fluctuate or decline significantly in the future or that holders of our common shares will be able to sell their shares when desired on favorable terms, or at all. The market price of our common shares could be subject to wide fluctuations in response to:

[Table •](#) our financial performance, cash flows, financial condition, results of [Contents](#) operations and prospects,

- actual or anticipated differences in our quarterly or annual operating results from those expected;
 - our dependence on key personnel whose continued services are not guaranteed;
 - whether we will be successful in renewing leases as they expire;
 - failure to qualify as a REIT;
 - failure to comply with the rules of the NYSE, the requirements of the Sarbanes-Oxley Act or other applicable laws;
 - the annual yield from dividends on our common shares as compared to yields on other financial instruments;
 - actual or anticipated changes in our and our tenants' business or prospects;
 - the current state of the credit and capital markets, and our ability and the ability of our tenants to obtain financing on favorable terms;
 - whether work-from-home trends or other factors will impact the attractiveness of industrial and/or office assets;
 - changes in market valuations of similar companies;
 - strategic decisions by us or our competitors, such as acquisitions or investments, divestments, spin offs, joint ventures, strategic investments or changes in business strategy;
 - further increases in (or prolonged periods of high) market interest rates, which could result in increased interest expense on our debt;
-
- equity issuances by us (including the issuance of OP Units or other securities convertible into, or exchangeable for, our common shares) or the conversion of a large number of OP Units into common shares as opposed to cash;
 - future sales of substantial amounts of our common shares by our existing or future shareholders, or the perception that such issuances or future sales may occur;
 - adverse market reaction to any indebtedness we incur in the future, inability to refinance our existing indebtedness, the inclusion of restrictive covenants in our future indebtedness, or our failure to establish debt levels that investors believe are appropriate;
 - changes in expectations of future financial performance or changes in estimates of securities analysts;
 - publication of research reports about us or our industry by securities analysts;
 - government regulatory action or inaction and legislative changes that could adversely affect our industry;
 - changes in tax laws;

- adverse speculation in the press or investment community;
- changes in the underlying value of real estate;
- climate change and natural disasters, such as earthquakes, wildfires, rising sea levels, flooding, and extreme weather;
- impacts of the outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises;
- terrorist acts, natural or man-made disasters or threatened or actual armed conflicts; and
- general market conditions.

We may change our dividend policy.

Future dividends will be declared and paid at the sole discretion of our Board, and the amount and timing of dividends will depend upon our actual and projected financial condition, results of operations, cash flows, liquidity and FFO, AFFO, maintenance of our REIT qualification and such other matters as our Board may deem relevant from time to time. Our Board may change our dividend policy at any time, and there can be no assurance as to the manner in which future dividends will be paid or that the current dividend level will be maintained in future periods. Shareholders have no contractual or other legal right to dividends that have not been authorized and declared by the Board. We may not be able to pay dividends in the future or may need to fund such payments from external sources, including debt or equity financings, as to which no assurances can be given. Our failure to meet the market's expectations with regard to future cash dividends likely would adversely affect the market price of our common shares.

Our shareholders are subject to the risk that our business and operating plans may change.

Our Board may change our investment objectives, targeted investments, borrowing policies or other corporate policies without shareholder approval.

Increases in market interest rates may result in a decrease in the value of our common shares.

One of the factors that may influence the price of our common shares will be the dividend rate on our common shares (as a percentage of the price of our common shares) relative to market interest rates. If market interest rates rise, prospective purchasers of our common shares may expect a higher dividend rate. Higher interest rates would not, however, result in more funds being available to pay dividends and, in fact, would likely increase our borrowing costs and might decrease our funds available for dividends. We therefore may not be able, or we may not choose, to provide a higher dividend rate. As a result, prospective purchasers may decide to purchase other securities rather than our common shares, which would reduce the demand for, and result in a decline in the market price of, our common shares.

The future issuance of common shares or the resale of outstanding common shares could adversely affect the market price of our common shares.

Future primary issuances of our common shares or other securities convertible into, or exchangeable or exercisable for, our common shares could dilute shareholders and could have an adverse effect on the market price of our common shares. Holders of our common shares are not entitled to preemptive rights or other protections against dilution.

Additionally, in connection with the transaction that resulted in the internalization of our management in December 2018 (the "Self-Administration Transaction"), Griffin Capital, LLC, a Delaware limited liability company ("GC LLC"), which is an entity controlled by our former Executive Chairman, Kevin A. Shields, and is an affiliate of Griffin Capital Company, LLC, which was the sponsor of our predecessor, Griffin Capital Essential Asset REIT, Inc. (our "Predecessor"), received OP Units (approximately 2.7 million taking into effect the 9 to 1 reverse split) as a consideration in exchange for the sale to our Predecessor of the advisory, asset management and property management business of Griffin Capital Real Estate Company, LLC (now known as PKST Management Company, LLC). As further described below, of December 31, 2023, GC LLC owned 2,486,516 OP Units, which, upon a request for redemption by GC LLC, are exchangeable into common shares or cash, at the Company's election. We are party to a registration rights agreement with GC LLC pursuant to which GC LLC has the right to request that we register for resale, under the Securities Act, our common shares issued or issuable to GC LLC and certain successor holders. Resales of a significant number of our common shares, or the perception that such resales could occur, may have an adverse effect on the market price of our common shares.

The vesting of any restricted shares or other equity awards granted to certain trustees, executive officers and other employees under our equity incentive plan, or the issuance of our common shares, or OP Units in connection with future acquisitions of and/or other investments in properties, could have an adverse effect on the market price of our common shares.

Risks Related to Our Business

A substantial portion of our portfolio is comprised of office assets, which have generally experienced a decrease in demand. Office assets may experience a further decrease in leasing and investment demand and such decrease in demand could have a material adverse effect on us. Further, our ability to sell any of our office assets may be limited in the current economic climate.

A substantial portion of our portfolio is comprised of office assets, which have generally experienced a decrease in demand. Current economic conditions could lead our office tenants to elect to not renew their leases, or to renew their leases for less space than they currently occupy, which could increase vacancy rates and decrease rental income. Remote and hybrid work practices are likely to continue in a post-pandemic environment. Changes to tenants' space requirements and configurations may require us to spend increased amounts for property improvements. Additionally, if substantial office space reconfiguration is required, it may be more attractive for our tenants to pursue relocating to other office space than renewing their leases and renovating their existing space, which could have a material adverse effect on us.

Further, our current business plan contemplates the sale of a number of our office assets. Our ability to sell our office assets at attractive prices may be limited in the current economic climate, and there is no assurance that we will be able to effect such sales on attractive terms, or at all.

Most of our properties are occupied by a single tenant; therefore, for each such property income generated by nearly all of our properties that property is dependent on the financial stability of a single tenant at each property. The or the lease guarantor or parent-guarantor of such tenant, as applicable. Many events affecting our tenants could have a material adverse effect on us including, the bankruptcy, insolvency, merger, lack of access to debt or equity capital or a general downturn in the business of, or a lease termination or election by a tenant not to renew, or other events affecting our tenants, could have a material adverse effect on us.

Our properties are primarily leased to single tenants or will derive a majority of their rental income from single tenants and, therefore, the success of those income generated by these properties is materially dependent on the financial stability of the companies to which we have leased, such companies' parents and/or the companies who have guaranteed such leases. Lease payment defaults, leases, including those caused by the current economic climate or tenant liquidity limitations resulting from adverse developments affecting parent-guarantors. Our revenues depend on the financial services industry, could cause us to reduce the amount condition of distributions we pay and/or our tenants, their parents or force us to find an alternative source of revenue to meet a debt payment and prevent a foreclosure if the property secures a loan. In the lease guarantors, as applicable. Any event of bankruptcy, insolvency, or a default under general downturn in the business of any of these tenants or the relevant parent-guarantor, a lease, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment and re-letting the property. If a lease is terminated or an existing tenant elects not to renew a lease upon its expiration, there is no assurance that we will be able to lease the property for the rent previously received or sell the property without incurring a loss. A default by a tenant, the failure of a guarantor to fulfill its obligations, a premature termination of a lease, or a tenant's election not to extend a lease upon its expiration, could have a material adverse effect on us. Additionally, in certain instances, we may enter into leases that do not include a credit party guaranty. Moreover, we can provide no assurance that our strategy of owning and operating industrial and office properties that are primarily leased to single tenants will be successful or that we will attain our investment and portfolio management objectives. Furthermore, although we have no current intention to do so, we may also invest in single-tenant, leased industrial and office properties outside of the United States and we can provide no assurance that we will have success in any such investments. The occurrence of any of the foregoing could have a material adverse effect on us.

Additionally, we may not be able to verify the credit quality of our tenant prior to leasing our properties to such tenants. As a result, we may be exposed to a greater risk of default for tenants for whom we are not able to verify their credit quality prior to entering into leasing our properties.

We may own or invest in special use single tenant properties, and, as such, it may be difficult to re-lease or sell these properties, which could have a material adverse effect on us.

We focus our investments on industrial and office properties, a number of which may have special uses. Special use properties may be relatively illiquid compared to other types of real estate and financial assets. Upon expiration or early termination of a lease, this illiquidity could limit our ability to quickly pivot in response to changes in economic, market or other conditions to an even greater extent than the typically illiquid nature of real estate assets. With these properties, we may be required to renovate or demolish a vacant property in order to try to re-lease or sell it, grant rent or other concessions and/or make significant capital expenditures to improve these properties in order to retain existing tenants or attract new tenants following a lease expiration. In addition, in the event we determine it is best to sell the property, we may have difficulty selling it to a party other than the company that has leased the property, such company's parent and/or the company that has guaranteed the lease of the property due to the special purpose for which the property may have been designed. These and other limitations could have a material adverse effect on us and may affect our ability to re-lease or sell these properties upon expiration or early termination of a lease, which could have a material adverse effect on us.

Tenant defaults may have a material adverse effect on our business, financial condition and results of operations.

The majority of our revenues and income comes from rental income from real property. As such, our business, financial condition and results of operations could be adversely affected if our tenants default on their rental payments or other lease obligations. Rental payment defaults, including those caused by the current economic climate or tenant liquidity limitations resulting from adverse developments affecting the financial services industry, could cause us to reduce the amount of dividends we pay, force us to find an alternative source of revenue to meet a debt payment and prevent a foreclosure if the property secures a loan, and/or and have a material adverse effect on our business, financial condition and results of operations.

Our ability to manage our assets is also subject to federal bankruptcy laws and state laws that limit creditors' rights and remedies available to real property owners to collect delinquent rents. If a tenant becomes insolvent or bankrupt, we cannot be sure that we could recover the premises from the tenant promptly or from a trustee or debtor-in-possession in any bankruptcy proceeding relating to that tenant. We also cannot be sure that we would receive any rent in the proceeding sufficient to cover our expenses and future income expectations with respect to the premises. If a tenant becomes bankrupt, the federal bankruptcy code will apply and, in some instances, may restrict the amount and recoverability of our claims against the tenant. A tenant's default on its lease obligations may have a material adverse effect on our business, financial condition and results of operations.

We currently rely on five tenants for approximately a quarter of our revenue and adverse effects to their business, including a tenant's bankruptcy or insolvency, a general downturn in a tenant's business, a lease termination or election by a tenant not to renew, or other events affecting our tenants, could have a material adverse effect on us.

Our five largest tenants, based on Annualized Base Rent as of December 31, 2022 December 31, 2023, were Amazon located in Illinois, Ohio and Virginia (approximately 7.3%), Keurig Dr. Pepper, located in Massachusetts (approximately 5.1%), Wood Group located in Georgia, Ohio and Texas (approximately 4.5% 5.9%), Southern Company Services located in Texas Alabama (approximately 4.0% 4.7%), LPL Holdings located in South Carolina (approximately 4.4%), Amazon located in Ohio and Illinois (approximately 4.4%) and LPL Freeport-McMoRan, located in Alabama Arizona (approximately 3.8% 4.0%). The revenues generated by the properties leased and/or guaranteed by these companies are substantially reliant upon the financial condition of such companies, either because they are the tenant at such properties or the parent-guarantor, and, accordingly, any event of bankruptcy, insolvency, or a general downturn in the business of any of these tenants may result in or the relevant parent-guarantor, a default by a tenant, the failure of a guarantor to fulfill its obligations, a premature termination of a lease, or delay of such a tenant's rental payments, election not to extend a lease upon its expiration, which could have a material adverse effect on us.

Approximately a quarter of the leases in our portfolio are scheduled to expire in the next four years, which may cause years. An inability to sell or re-lease such properties could result in a loss in the value of our shareholders' investment until the affected properties are re-leased, material adverse effect on us. Also, vacancies increase our exposure to downturns in the real estate market during the time that we are trying to sell or re-lease such space, and could increase our capital expenditure requirements during the liquidation or re-leasing period, as applicable, any of which could have a material adverse effect on us.

Our lease expirations by year based on Annualized Base Rent as of December 31, 2022 December 31, 2023 are as follows (dollars in thousands):

Table of Contents

Year of Lease Expiration	Year of Lease Expiration	Annualized Base Rent	Number of Leases	Approx. Square Feet	Percentage of Annualized Base Rent	Year of Lease Expiration	Annualized Base Rent	Number of Leases	Approx. Square Feet	Percentage of Annualized Base Rent
(1)	(1)	(unaudited)	(unaudited)	(unaudited)	(unaudited)	(1)	(unaudited)	(unaudited)	(unaudited)	(unaudited)
2023		\$ 6,583	3	746,600	2.9 %					
2024	2024	24,003	11	2,357,400	10.7	2024	\$ 17,045	9	1,398,500	8.7 %
2025	2025	9,242	7	869,400	4.1					
2026	2026	12,567	4	1,449,100	5.6					
2027	2027	14,179	7	570,700	6.3					
2028	2028	20,990	14	2,233,700	9.4					
>2029		136,378	41	10,763,600	61.0					
2029										
> 2029										
Leased										
Amenity										
Space										
Vacant	Vacant	—	—	896,600	—					
Total	Total	\$ 223,942	87	19,887,100	100.0 %	Total	\$ 196,731	79	17,868,900	100.0 %

(1) Expirations that occur on the last day of the month are shown as expiring in the subsequent month.

We may experience concentrations of lease expiration dates in the future. As the expiration date of a lease for a single-tenant building solely or primarily leased to a single tenant approaches, the value of the property generally declines because of the risk that the building may not be re-leased upon expiration of the existing lease or may not be re-leased on terms as favorable as those of the current lease(s). Therefore, if we were to liquidate sell any of these assets prior to the favorable re-leasing of the space or without electing to redevelop a space, we may suffer a loss on our investment. Our shareholders may also suffer a loss (and (including a reduction in distributions) dividends) after the expiration of the applicable lease term if we are not able to, or elect not to, sell or re-lease such space on favorable terms. space. These expiring leases, therefore, increase our risk to real estate downturns during and approaching these periods of concentrated lease expirations. To meet An inability to sell or re-lease a space on favorable terms could adversely impact the value of our need for cash during these times, we may properties and have to increase borrowings or reduce an adverse effect on our distributions, or both. business, financial condition, results of operations and the market price of our common shares. The occurrence of any of the foregoing risks could have a material adverse effect on us.

Our portfolio has geographic market concentrations that make us especially susceptible to adverse developments in those geographic markets.

In addition to general, regional, national and international economic conditions, our operating performance is business, financial condition, and results of operations are impacted by the economic conditions of the specific geographic markets in which we have concentrations of properties. We have significant property concentrations based on Annualized Base Rent as of December 31, 2022 December 31, 2023 in Arizona (9.9% (11.9%)), New Jersey (9.9%), Colorado (8.4%), Texas (8.1%), Massachusetts (7.4%) Ohio (6.7%), and California (7.3%) Massachusetts (6.3%). In the future, we may experience additional geographic concentrations, which could adversely affect our operating performance business, financial condition, and result of operations if conditions become less favorable in any of the states or markets within such states in which we have a concentration of properties. We cannot assure you that any of our markets will grow, not experience adverse developments or that such markets will not become less desirable to investors. Our business, financial condition and results of operations may also be affected if competing properties are built, redeveloped or become more desirable than our properties in our such markets. A downturn in the economy in the states or regions in which we have a concentration of properties, or markets within such states or regions, could adversely affect our tenants operating businesses in those states, impair their ability to pay rent to us and materially and adversely affect us.

We may be unable to fully benefit from increases in market rental rates because certain of our leases typically are long-term, have initial lease term rent escalations that are contain fixed and some leases contain renewal rates or limitations on market rental rate resets upon renewal.

Based on Annualized Base Rent, as of December 31, 2022 December 31, 2023, our weighted average lease term was approximately 7.1 6.5 years and approximately 98.5% 98.2% of our leases contained contain fixed rental rate increases during the initial lease term. increases. By entering into longer term leases, we are subject to the risk during the initial term that we would not be able to increase our rental rates to market rental rates if prevailing market rental rates have increased. In addition, during periods of high inflation, fixed rental rate increases subject us to the risk of receiving lower rental revenue than we otherwise would have been entitled to receive if the rental rate increases were based on an increase in the consumer price index over a specified period. In addition, our leases may contain provisions (including caps, collars, fixed increases, etc.) that may limit our ability to reset rental rates to market rental rates upon expiration of the initial lease term. periods of fixed rental rate increases. Any inability to take advantage of increases in

prevailing market rental rates could adversely impact the value of our properties and on the market price of our common shares. shares and could have a material adverse effect on us.

Our ability to fully control the maintenance of our net-leased properties may be limited.

Certain of our leases provide that tenants of our net-leased properties are responsible for some or all of the maintenance and other day-to-day management of the relevant properties or their premises. If a property is not adequately maintained in accordance with the terms of the applicable lease, we may incur expenses for deferred maintenance or other liabilities, including upon expiration or earlier termination of a lease. We generally visit our properties on an annual basis, but these visits are not comprehensive inspections and deferred maintenance items may go unnoticed. In addition, a tenant may refuse or be unable to pay for any required maintenance for a property or its premises, which may result in the Company needing to cover such costs. While our leases generally provide for protection in these instances, a tenant may defer maintenance and it may be difficult to enforce remedies against such a tenant.

To the extent we are unable to pass along our property operating expenses to our tenants, our business, financial condition and results of operations, and cash flow, may be negatively impacted.

Operating expenses associated with owning a property typically include real estate taxes, insurance, maintenance, repair and renovation costs, the cost of compliance with governmental regulation (including zoning) and the potential for liability under applicable laws. We generally lease our properties to tenants pursuant to triple-net leases that require the tenant to pay

Table of Contents

their proportionate share of substantially all such property operating expenses. However, on a limited basis we lease our properties to tenants pursuant to leases that do not pass along all such property operating expenses. We have mostly entered into leases pursuant to which we retain responsibility for the costs of structural repairs and maintenance. An if there is an increase in property operating expenses that we are unable to pass along to our tenants, could negatively impact then our business, financial condition and results of operations and cash flow. could be negatively impacted. Similarly, vacancy in our portfolio would negatively impact our business, financial condition and results of operations, and cash flow, as we would be responsible for all property operating expenses that we have formerly passed on to our tenants.

Our real estate investments may include special use single tenant properties, and, as such, it may be difficult to re-lease or sell these properties, which could have a material adverse effect on us.

We focus our investments on industrial and office properties, a number of which may have special uses. Special use properties may be relatively illiquid compared to other types of real estate and financial assets. Upon expiration or early termination of a lease, this illiquidity could limit our ability to quickly change our portfolio in response to changes in economic, market or other conditions to an even greater extent than the typically illiquid nature of real estate assets. With these properties, we may be required to renovate or demolish a vacant property in order to try to re-lease or sell it, grant rent or other concessions and/or make significant capital expenditures to improve these properties in order to retain existing tenants. In addition, in the event we are forced to sell the property, we may have difficulty selling it to a party other than the company that has leased and/or guaranteed the lease of the property due to the special purpose for which the property may have been designed. These and other limitations could have a material adverse effect on us and may affect our ability to re-lease or sell these properties upon expiration or early termination of a lease, which could have a material adverse effect on us.

We face significant competition for tenants, which may decrease or prevent increases of the occupancy and rental rates of our properties. Furthermore, at the time we elect to dispose of our properties, we will also be in competition with sellers of similar properties to locate suitable purchasers for our properties. The occurrence of any of the foregoing could have a material adverse effect on us.

The commercial real estate markets in which we operate are highly competitive. The leasing of real estate is also often highly competitive, and we may experience competition for tenants from owners and managers of competing properties. An oversupply of properties in the industries and geographies in which we concentrate could further increase competition. As a result, we may have to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights, below-market renewal options or other lease incentive payments or we might not be able to timely lease the space. If our competitors offer space at rental rates below current market rates or below the rental rates we currently charge our tenants, we may lose existing or potential tenants and we may be pressured to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights, below-market renewal options or other lease incentives in order to retain tenants when our leases expire. Competition for companies that may lease or guarantee our properties could decrease or prevent increases of the occupancy and rental rates of our properties. Furthermore, at the time we elect to dispose of our properties, we will also be in competition with sellers of similar properties to locate suitable purchasers for our properties. The occurrence of any of the foregoing could have a material adverse effect on us.

We may suffer adverse effects from acquisitions of and/or other investments in properties if such properties fail to perform as expected or market conditions deteriorate, particularly with respect to investments in new markets and new business lines.

We may pursue acquisitions of and/or other investments in properties as part of our business plan. Acquisitions of and/or other investments in properties entail risks, such as the risk that such properties fail to perform as expected.

We may pursue acquisitions of and/or other investments in properties in regions where we have not previously owned properties. This could create risks in addition to those we face in more familiar regions, such as our not sufficiently anticipating conditions or trends in a new market and, therefore a property not operating profitably.

We may acquire properties and/or invest in properties that are subject to liabilities in situations where we have no recourse, or only limited recourse, against the prior owners, co-investors or other third parties with respect to unknown liabilities. The seller of real property will typically seek to sell such real property in its "as is" condition on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, purchase agreements typically contain limited warranties, representations and indemnifications that will only survive for a limited period after the closing and subject to a floor and cap. As a result, if a liability were asserted against us based upon ownership of or interest in those properties, we might have to pay substantial sums to settle or contest it if we have no recourse, or only limited recourse, against the prior owners.

We may pursue acquisitions of and/or other investments in properties for which we are unable to secure traditional financing on terms and conditional acceptable to us. Accordingly, we may be required to seek alternative sources of financing. Such non-traditional financing may not be available on terms and conditions that are as favorable as traditional lending sources.

Additionally, we may not be able to successfully implement appropriate operational, financial and management systems and controls to achieve the benefits expected to result from the acquisitions of and/or other investments in properties. If acquisitions of and/or other investments in properties do not perform as expected or market conditions deteriorate, there may be a material adverse effect on our business, financial condition or results of operations.

We may enter into a new business line or market or acquire or invest in real estate assets that have characteristics that differ from our current portfolio.

As a result of an acquisition or other investment, we may enter into a new business line or market or own real estate assets that have characteristics that differ from our current portfolio. For example, we may target new property types, which differ from the real estate assets we are currently invested in and that we have not previously targeted. Any such new business line new market or property type may present new challenges for us, and we may not be able to overcome such challenges. If our entry into, or acquisition of or investment in, as applicable, a new business line, market or property type does not perform as expected, there may be a material adverse effect on our business, financial condition or results of operations.

Properties we acquire or invest in may require development or redevelopment in order for the property to be leased to a new tenant.

Properties we acquire or invest in may require development or redevelopment in order for the property to be leased by a new tenant. The development or redevelopment of such properties is subject to various risks, including the following, among others:

- we may be unable to obtain zoning, occupancy or other governmental approvals;
- rents may not meet our projections and the project may not be accretive;
- we may need the consent of third parties such as mortgage lenders and joint venture partners, and those consents may be withheld; and
- development, redevelopment or expansions may fail to appeal to the demographics of the market in which they are located.

If a development or redevelopment of a newly acquired property is unsuccessful, either because we do not receive the rents we expected or are unable to lease the property, then we could experience a material adverse effect on our business, financial condition or results of operation.

Additionally, the development or redevelopment of a property may be time consuming and experience delays. A property may need to remain vacant during the period of development or redevelopment and we may not receive any rental income during such period. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition or result of operations.

We may not be able to control the extent of warranties and indemnities we may be required to provide when disposing of properties.

As we seek to dispose of certain properties, in some circumstances market conditions may impact the terms on which we are able to sell properties, which may require us to provide warranties, representations and covenants, and agree to indemnification obligations or to retain certain liabilities, in order to complete such dispositions. As we complete property dispositions, the overall size of our post-closing indemnification and retained liability obligations to purchasers may increase, and no assurance can be given that the extent of such indemnification obligations and retained liabilities will not, individually or in the aggregate, be material to our business, financial condition or results of operations.

We have limited control with respect to properties that are partially owned or managed by third parties, which may adversely affect our ability to manage such properties and related business.

As of December 31, 2023, we owned interests in 46 income-producing properties with other parties. Investments in these properties and future similar investments, could involve risks that would not be present were a third party not involved, including the possibility that partners or other owners might become bankrupt or suffer a deterioration in their creditworthiness, or fail to fund their share of required capital contributions. If one of our partners or other owners in these investments were to become bankrupt, we may be precluded from taking certain actions regarding our investments without prior court approval, which at a minimum may delay the actions we would or may desire to take. Additionally, partners or other owners could have economic or other business interests or goals that are inconsistent with our own business interests or goals, and could be in a position to take actions contrary to our policies or objectives.

These investments, and other future similar investments, also have the potential risk of creating impasses on decisions, such as a sale, financing or development, because neither we nor our partner or other owner has full control over the partnership or joint venture. Disputes between us and partners or other owners might result in litigation or

arbitration that could increase our expenses and divert the attention of management. Consequently, actions by, or disputes with, partners or other owners might result in subjecting properties owned pursuant to a joint venture to additional risk. In addition, we risk the possibility of being liable for the actions of our partners or other owners.

A substantial portion of our portfolio is comprised of office assets, which have generally experienced a decrease in demand and value. Office assets may experience a further decrease in demand and value and such decrease in demand could have a material adverse effect on us. Further, our ability to sell any of our office assets may be limited in the current economic climate.

A substantial portion of our portfolio (approximately 56.3% based on Annualized Base Rent as of December 31, 2023) is comprised of office assets, which have generally experienced a decrease in demand and value. Current economic conditions could lead our office tenants electing not to renew their leases, or to renew their leases for less space than they currently occupy, which could increase vacancy rates and decrease rental income. Remote and hybrid work practices are likely to continue in a post-pandemic environment. As a result of the increased bargaining power of tenants, we may be required to spend increased amounts for property improvements. Additionally, if substantial office space reconfiguration is required, it may be more attractive for our tenants to pursue relocating to other office space than renewing their leases and renovating their existing space, which could have a material adverse effect on us.

Further, our current business plan contemplates the sale of a number of our office assets. Our ability to sell our office assets at attractive prices may be limited in the current economic climate, and there is no assurance that we will be able to effect such sales on attractive terms, or at all.

Additionally, in the event of a default, a termination of, or failure to renew a lease, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment and re-letting the property or experience a decrease in value of a property if the Company determines to sell such property while it is vacant. In addition, there is no assurance that we will be able to lease the property for the rent previously received or sell the property without incurring a loss due to its being vacant.

We depend on current key personnel for our future success, and the loss of such personnel or inability to attract and retain personnel could harm our business and the loss of services of one or more members of our executive management team, or our inability to attract and retain highly qualified personnel, could adversely affect our business, diminish our investment opportunities and weaken our business relationships with lenders, business partners, companies that may lease or guarantee our properties and other industry participants, any of which could have a material adverse effect on us.

Our future success will depend in large part on our ability to attract and retain a sufficient number of qualified personnel. Competition for such personnel is intense, and we cannot assure shareholders that we will be successful in attracting and retaining such skilled personnel. Our future success also depends upon the service of our executive management team, who we believe have extensive market knowledge and business relationships and will exercise substantial influence over the Company's operating, financing, acquisition, disposition and disposition investment activity. Among the reasons that they are important to our success is that we believe that each has a national or regional industry reputation that is expected to attract business and investment opportunities and assist us in negotiations with lenders, companies that may lease or guarantee our properties and other industry personnel. We believe that many of our other key personnel also have extensive experience and strong reputations in the industry. The loss of services of one or more members of our executive management team, or our inability to attract and retain highly qualified personnel, could adversely affect our business and weaken our business relationships with lenders, business partners, companies that may lease or guarantee our properties and other industry participants, any of which could have a material adverse effect on us.

If global market and economic conditions deteriorate, including as a result of geopolitical conflicts, U.S. elections, bank failures and negative depositor confidence in depository institutions, it could have a material adverse effect on us.

[Table of Contents](#)

Cybersecurity risks Our business may be adversely affected by market and cyber incidents economic volatility experienced by the U.S. and global economies, the real estate industry as a whole and/or the local economies in the markets in which our properties are located. Such adverse economic and geopolitical conditions may be due to, among other issues, rising inflation and interest rates, volatility in the public equity and debt markets, and international economic and other conditions, including pandemics, geopolitical instability, geopolitical conflicts, U.S. elections, sanctions, bank failure and negative depositor confidence in depository institutions and other conditions beyond our control. These current conditions, or similar conditions existing in the future, may adversely affect our business, by causing a disruption financial condition, results of operations and ability to pay dividends to our operations, shareholders as a compromise result of one or corruption more of the following, among other potential consequences:

- significant job losses may occur, which may decrease demand for our office and industrial space, causing market rental rates and property values to be negatively impacted, and create increased challenges in disposing of properties in accordance with our business plan;
- reduced values of our confidential information, and/or properties may limit our ability to dispose of assets at attractive prices or damage to obtain debt financing secured by our properties and may reduce the availability of secured or unsecured loans;
- inflation may adversely affect tenant leases with stated rent increases tied to the consumer price index, which could be lower than the increase in inflation at any given time;
- the financial condition of our tenants may be adversely affected, which may result in tenant defaults under leases due to inflationary pressure, bankruptcy, lack of liquidity, the stability of tenants' banking institutions, lack of funding, operational failures or for other reasons;
- our ability to borrow on terms and conditions that we find acceptable, or at all, may be limited, which could reduce our ability to refinance existing debt and increase our future interest expense;

- the value and liquidity of our short-term investments and cash deposits could be reduced as a result of a deterioration of the financial condition of the institutions that hold our cash deposits or the institutions or assets in which we have made short-term investments, a dislocation of the markets for our short-term investments, increased volatility in market rates for such investments or other factors; and
- to the extent we enter into derivative financial instruments, one or more counterparties to our business relationships, any derivative financial instruments could default on their obligations to us, or could fail, increasing the risk that we may not realize the benefits of which these instruments.

The outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises could have a material adverse effect on us.

A cyber incident is any intentional or unintentional adverse event that threatens the confidentiality, integrity, or availability of our information resources and can include unauthorized persons gaining access to systems to disrupt operations, corrupting data or stealing confidential information. The risk of a cyber incident or disruption, including by computer hackers, foreign governments, information service interruptions and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks have increased globally. As our reliance on technology increases, so do the risks posed to our systems – both internal and external. Our primary risks that could directly result from the occurrence of a cyber incident are theft of assets; operational interruption; regulatory enforcement, lawsuits and other legal proceedings; damage to our relationships with our tenants; and private data exposure. A significant and extended disruption could damage our business or reputation, cause a loss of revenue, have an adverse effect on tenant relations, cause an unintended or unauthorized public disclosure, or lead to the misappropriation of proprietary, personally identifying, or confidential information, any of which could result in us incurring significant expenses to resolve these kinds of issues. Although we have implemented processes, procedures and controls based on published best practices cybersecurity controls to help mitigate the risks associated with a cyber incident, there can be no assurance that these measures will be sufficient for all possible situations. Even security measures that are appropriate, reasonable and/or in accordance with applicable legal requirements may not be sufficient to protect the information we maintain. Unauthorized parties, whether within or outside the Company, may disrupt or gain access to our systems, or those of third parties with whom we do business, through human error, misfeasance, fraud, trickery, or other forms of deceit, including break-ins, use of stolen credentials, social engineering, phishing, computer viruses or other malicious codes, and similar means of unauthorized and destructive tampering. Even the most well-protected information, networks, systems and facilities remain potentially vulnerable because the techniques used in such attempted cyber incidents evolve and generally are not recognized until launched against a target. Accordingly, we may be unable to anticipate these techniques or to implement adequate security barriers or other preventative measures, making it impossible for us to entirely mitigate this risk. The occurrence of any of the foregoing risks could have a material adverse effect on us.

If global market and economic conditions deteriorate, it could have a material adverse effect on us.

Weak economic conditions generally, sustained uncertainty about global economic conditions, a tightening of credit markets, business layoffs, downsizing, industry slowdowns and other similar factors that affect our tenants could negatively impact real estate fundamentals and result in lower occupancy, lower rental rates and declining values in our real estate portfolio. In particular, the recent failures of Silicon Valley Bank and Signature Bank, together with the impact such failures have had on other financial institutions, customers, vendors and depositors, could have significant adverse effects on economic conditions which could materially and adversely affect our business and operations. Additionally, these factors and conditions could have an impact on our lenders or tenants, causing them to fail to meet their obligations to us. No assurances can be given regarding such macroeconomic factors or conditions, and our ability to lease our properties and increase or maintain rental rates may be negatively impacted, which may have a material adverse effect on our business, financial condition and results of operations.

The COVID-19 pandemic, and the future outbreak of other a highly infectious or contagious diseases, could have disease or declaration of a material adverse effect on us.

The COVID-19 pandemic, has had, and another outbreak in the future could have, repercussions across regional and global economies and financial markets. The COVID-19 pandemic is negatively impacting many industries in the United States, directly epidemic or indirectly, including industries in which the Company and our tenants operate, which other health crises could result in a general decline in rents, an increased incidence of defaults under existing leases and negatively impact our ability to achieve new leases as existing leases expire.

The significance, extent, and duration Additionally, our tenants may determine to lease less space as a result of the overall operational and financial impact aftereffects of the COVID-19 outbreak of a highly infectious or contagious disease, or a declaration of a pandemic, on our business is highly uncertain and cannot be predicted with confidence, including the continued severity, duration, transmission rate and geographic spread of COVID-19 in the United States, effectiveness and willingness of people to take COVID-19 vaccines, the duration of associated immunity and efficacy against emerging variants of COVID-19, the extent and effectiveness of epidemic or other containment measures taken, and the response of the overall economy, the financial markets and the population, particularly in areas in which we operate. If we cannot operate health crises, resulting more vacancies at our properties, so as to meet our financial expectations, because of these or other risks, we may be prevented from growing the values of our properties and it may which could have a material adverse effect on us.

[Table our business, financial condition and results of Contents](#)
operations.

Furthermore, we cannot predict the impact that the COVID-19 an epidemic, pandemic will have or other health crises could on our tenants and other business partners; however, any material effect on these parties could have a material adverse effect on us.

Inflation may materially and adversely affect us and our tenants.

Increased inflation could have a negative impact on variable rate debt we currently have or that we may incur in the future. During times when inflation is greater than the increases in rent provided by many of our leases, rent increases in existing leases may not keep up with the rate of inflation. Also, increased costs may have an adverse impact on our tenants if increases in their operating expenses exceed increases in revenue, which may adversely affect the tenants' ability to pay rent owed to us.

Corporate responsibility, specifically related to environmental, social, and governance (“ESG”) factors, may impose additional costs and expose us to new risks.

The importance of sustainability evaluations is becoming more broadly accepted by investors and shareholders. Certain organizations that provide corporate governance and other corporate risk information to investors and shareholders have developed scores and ratings to evaluate companies and investment funds based upon ESG or “sustainability” metrics. Many investment funds focus on positive ESG business practices and sustainability scores when making investments and may consider a company’s sustainability score as a reputational or other factor in making an investment decision. In addition, investors, particularly institutional investors, use these scores to benchmark companies against their peers, and if a company is perceived as lagging, these investors may engage with companies to require improved ESG disclosure or performance. We may face reputational damage in the event our corporate responsibility procedures or standards do not meet the standards set by various constituencies. A low sustainability score could result in a negative perception of the Company, or exclusion of our common shares from consideration by certain investors.

If we fail to maintain effective internal controls over financial reporting, we may not be able to accurately and timely report our financial results, condition, results of operations or cash flows.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports, effectively prevent fraud and operate successfully. If we cannot provide reliable financial reports or prevent fraud, our reputation and could harm operating results, would be harmed. For so long as cause us to fail to meet our common shares reporting obligations or cause reputational harm. As a public company, we are not traded on a national securities exchange, we will be exempt from compliance with the auditor attestation requirements of required to document and test our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 and we so that our management can provide no assurance that certify as to the system and process evaluation and testing effectiveness of our internal control over financial reporting. Any failure to maintain internal control over financial reporting that we perform could severely inhibit our ability to allow management to accurately report on the effectiveness of such internal controls will be effective. Furthermore, as of the date of this filing, we have no operating history as a publicly traded company. We cannot assure you that the past experience of our executive management team will be sufficient to successfully operate our Company as a publicly traded company if the Listing occurs. Upon completion of the Listing, we will be required to comply with NYSE listing standards, and this transition could place a significant strain on our management systems, infrastructure and other resources. Failure to operate successfully as a publicly traded company would have an adverse effect on our financial condition, results of operations or cash flow and market price of our common shares. flows.

As a result of material weaknesses or significant deficiencies that may be identified in our internal control over financial reporting in the future, we may also identify certain deficiencies in some of our disclosure controls and procedures that we believe require remediation. If we or our independent registered public accounting firm discover any such material weaknesses or significant deficiencies, we will make efforts to further improve our internal control over financial reporting controls, but there is no assurance that we will be successful. Any failure to maintain effective controls or timely effect any necessary improvement of our internal control over financial reporting controls could harm operating our results or of operation, cause us to fail to meet our reporting obligations, obligations or cause reputational harm. Ineffective internal control over financial reporting and disclosure controls could also cause investors to lose confidence in our reported financial information.

A lack of research analyst coverage, including when we report our results of operations, could materially and adversely affect information, the market price and liquidity of our common shares.

If the Listing occurs, we cannot assure you that research analysts will initiate or maintain research coverage of us or our common shares. Accordingly, it could be the case that research concerning our results of operations or the possible effects on us of significant news or a significant event will not be published or will be published on a delayed basis. A lack of research or the inability of certain research analysts to publish research relating to our results of operations or significant news or a significant event in a timely manner could materially and adversely affect the market price and liquidity of our common shares following could decline, and we could be subject to investigations by the Listing, NYSE, the SEC or other regulatory authorities. Failure to remedy any material weakness or significant deficiency in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

[Table](#) Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the rules and forms of Contents

the SEC. We believe that any disclosure controls and procedures or internal controls over financial reporting, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

Risks Related These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to Investments in Real Estate error or fraud may occur and not be detected.

Our operating results will be affected by economic and regulatory changes, such as inflation and rising interest rates, that have an adverse impact on the real estate market in general, and we cannot provide any assurance that we will be profitable or that we will realize growth in the value of our the real estate properties, we own and/or are invested in.

We own and operate real estate and face risks related to investments in real estate. As of December 31, 2022 December 31, 2023, our real estate portfolio included 81 71 properties in 24 states and 74 67 lessees. Our operating results will be subject to risks generally incident to the ownership of real estate. These include risks described elsewhere in this “Risk Factors” “Risk Factors” section and other risks, including the following:

- the value of real estate fluctuates depending on conditions in the general economy and the real estate business. Additionally, adverse changes in these conditions may result in a decline in rental revenues, sales proceeds and occupancy levels at our properties and could have a material adverse effect on us. If rental revenues, sales proceeds and/or occupancy levels decline, we generally would expect to have less cash available to pay indebtedness, **and for distribution to shareholders; pay dividends to shareholders or otherwise run our business;**
- it may be difficult to sell real estate quickly, or potential buyers of our properties may experience difficulty in obtaining financing, which may limit our ability to dispose of properties promptly in response to changes in economic or other conditions. Additionally, we may be unable to identify, negotiate, finance or consummate dispositions of our properties, on favorable terms, or at all;
- our properties may be subject to impairment **losses, which could have a material adverse effect on us; losses;**
- changes in tax, real estate, environmental or zoning laws and regulations;
- changes in property tax assessments and insurance costs;
- changes in interest rates and rising inflation;
- the cost and availability of credit may be adversely affected by illiquid credit markets and wider credit spreads, **and and/or more stringent underwriting standards, which could affect our inability or the inability of our tenants to timely refinance maturing liabilities to meet liquidity needs could have a material adverse effect on us; needs;** and
- we may from time to time be subject to litigation, which may significantly divert the attention and resources of the Company's management and result in defense costs, settlements, fines or judgments against us, some of which are not, or cannot be, covered by **insurance, and any of which could have a material adverse effect on us. insurance.**

These and other risks could have a material adverse effect on us and may prevent us from realizing **growth in the value from our of the real estate properties.**

We may not be able to control the extent of warranties and indemnities we may obtain when purchasing properties or that we are required to provide when disposing of properties.

The seller of a property will often seek to sell such property in its "as is" condition on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, purchase agreements typically contain limited warranties, representations and indemnifications that will only survive for a limited period after the closing and subject to a floor and cap. Also, most sellers of large commercial properties are special purpose entities without assets other than the property itself and there is often no credit behind the surviving provisions of a purchase agreement. The purchase of properties by us with limited warranties **own** and/or from undercapitalized sellers increases the risk that we may lose some or all of our **are** invested capital in the property as well as the loss of rental income from that property and could expose us to unknown liabilities.

As we look to dispose of certain properties, in some circumstances market conditions may impact the terms on which we are able to sell properties, which may require us to provide warranties, representations and covenants, and agree to

[Table of Contents](#)

indemnification obligations or to retain certain liabilities, in order to complete such dispositions. As we complete property dispositions, the overall size of our post-closing indemnification and retained liability obligations to purchasers may increase, and no assurance can be given that such the extent of such indemnification obligations and retained liabilities will not, individually or in the aggregate, be material to our financial condition or results of operations.

We may finance properties with lock-out provisions, which may prohibit us from selling a property, or may require us to maintain specified debt levels for a period of years on some properties.

Lock-out provisions are provisions that generally prohibit repayment of a loan balance for a certain number of years following the origination date of a loan. We may finance properties with lock-out provisions, which could materially restrict us from selling or otherwise disposing of or refinancing properties. These provisions would affect our ability to turn our investments into cash and thus affect cash available for distribution to our shareholders and may prohibit us from reducing the outstanding indebtedness with respect to any such properties by repaying or refinancing such indebtedness. Any mortgage debt that we place on our properties may also impose prepayment penalties. If a lender invokes these penalties, the cost to the Company to sell, repay or refinance the property could increase substantially. Lock-out provisions could preclude us from participating in major transactions that could result in a disposition of our assets or a change in control even though that disposition or change in control might be in our shareholders' best interests. The occurrence of any of the foregoing could have a material adverse effect on us. **in.**

If we suffer losses that are not covered by insurance or that are in excess of insurance coverage, it could have a material adverse effect on us.

We may suffer losses that are not covered by insurance or that are in excess of insurance. There are types of losses, generally of a catastrophic nature, such as losses due to wars, acts of terrorism, earthquakes, fires, floods, hurricanes, pollution or environmental matters, which are either uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. In addition, we may decide not to obtain, even though available, any or adequate earthquake or similar catastrophic insurance coverage because the premiums are too high. Generally, our leases require each tenant to procure, at its own expense, commercial general liability insurance, as well as property insurance covering the building for the full replacement value and naming the ownership entity and the lender, if applicable, as the additional insured on the policy. Separately, we obtain, to the extent available, **contingent liability insurance (includes pollution coverage)** and property insurance **and (includes earthquake coverage, wind coverage, flood insurance, coverage and rent loss insurance covering coverage for at least one year of rental loss, and a pollution insurance policy loss)** for all of our properties. However, the coverage and amounts of our environmental, **flood and flood earthquake** insurance policies may not be sufficient to cover our entire risk. We cannot assure shareholders that we will have adequate coverage for losses. If we suffer losses that are not covered by insurance or that are in excess of insurance coverage, it could have a material adverse effect on us.

We are subject to risks from climate change and natural disasters such as earthquakes and severe weather conditions.

Our properties are located in areas that may be subject to climate change and natural disasters, such as earthquakes and wildfires, and severe weather conditions. Climate change and natural disasters, including rising sea levels, flooding, extreme weather, and changes in precipitation and temperature, may result in physical damage to, or a total loss of, our properties located in areas affected by these conditions, including those in low-lying areas close to sea level, and/or decreases in demand, rent from, or the value of those properties. In addition, we may incur material costs to protect these properties, including increases in our insurance premiums as a result of the threat of climate change, or the effects of climate change, and may not be covered by our insurance policies. Furthermore, changes in federal and state legislation and regulations on climate change, including the increasing number of state and municipality laws and policies on climate change and emission reduction targets, could result in increased utility expenses and/or increased capital expenditures to improve the energy efficiency and reduce carbon emissions of our properties in order to comply with such regulations or result in fines for non-compliance.

The extent of our casualty losses and loss in operating income in connection with such events is a function of the severity of the event and the total amount of exposure in the affected area. When we have a geographic concentration of exposures, a single catastrophe (such as an earthquake) affecting an area in which we have a significant concentration of properties, such as in Texas, California, Ohio, Arizona, Georgia, Illinois or New Jersey, could have a material adverse effect on us. We also own at least one property near an earthquake fault line. As a result, our operating and financial results may vary significantly from one period to the next, and our financial results may be adversely affected by our exposure to losses arising from climate change, natural disasters or severe weather conditions.

[Table of Contents](#)

Costs of complying with governmental laws and regulations, including those relating to environmental matters and the ADA, may have a material adverse effect on us.

Our operations conducted on real property are subject to federal, state and local laws and regulations relating to environmental protection and zoning and state and local fire and life safety requirements.

Under various federal, state and local laws, ordinances and regulations, a current or previous owner or operator of real property may be held liable for the costs of removing or remediating hazardous or toxic substances. These laws often impose clean-up responsibility and liability without regard to whether the owner or operator was responsible for, or even knew of, the presence of the hazardous or toxic substances. The costs of investigating, removing or remediating these substances may be substantial, and we may not have the adequate insurance in place to cover such costs. The presence of these substances may adversely affect our ability to lease or sell the property or to borrow using the property as collateral and may expose us to liability resulting from any release of or exposure to these substances, any of which could result in expenditures and could have a material adverse effect on us. If in addition, we arrange for may incur costs and liabilities associated with the disposal or treatment of hazardous or toxic substances, at another location, we may be liable for the costs of removing or remediating these substances at the disposal or treatment facility, whether or not the facility is owned or operated by us. We may be subject to common law claims by third parties based on damages and costs resulting from environmental contamination emanating from a site that we own of our properties, or operate. Certain environmental laws also impose liability in connection with the handling of or exposure to asbestos-containing materials, pursuant to which third parties may seek recovery from owners or operators of real properties for personal injury associated with asbestos-containing materials and other hazardous or toxic substances, materials. We maintain a pollution liability insurance policy for all of our properties to insure against the potential liability of remediation and exposure risk. Compliance with current and future laws and regulations may require us to incur material expenditures, which could have a material adverse effect on us. Some of these laws and regulations may impose joint and several liability on tenants, owners or operators for the costs to investigate or remediate contaminated properties, regardless of fault or whether the acts causing the contamination were legal. In addition, the presence of hazardous substances, or the failure to properly remediate these substances, may adversely affect our ability to sell, rent or pledge such property as collateral for future borrowings.

Additionally, our tenants' operations, the existing condition of land when we acquired it, operations in the vicinity of our properties, such as the presence of underground storage tanks, or activities of unrelated third parties may affect our properties. There are various local, state and federal fire, health, life-safety and similar regulations with which we may be required Failure to comply and that may subject us to liability in the form of fines or damages for noncompliance, which with these regulations could result in material expenditures. We cannot assure our shareholders that the independent third-party environmental assessments we obtain prior imposition of fine by governmental authorities or an award of damages to acquiring any properties we purchase will reveal all environmental liabilities or that a prior owner of a property did not create a material environmental condition not known to us. private litigants.

Under the ADA all public accommodations and commercial facilities are required to meet certain federal requirements related to access and use by disabled persons. The ADA generally requires that buildings and services, including restaurants and retail stores, be made accessible and available to people with disabilities. The ADA's requirements could require removal of access barriers and could result in the imposition of injunctive relief, monetary penalties, or, in some cases, an award of damages. We aim to own and operate properties that comply with the ADA or may place the burden on a third party to ensure compliance with the ADA. However, we cannot assure our shareholders that we will be able to allocate responsibilities in this manner. Failing to comply could result in the imposition of fines by the federal government or an award of damages to private litigants. Although we diligence compliance with laws, including the ADA, when we acquire properties, we may incur additional costs to comply with the ADA or other regulations related to access by disabled persons. If required changes involve a greater amount of expenditures than we currently anticipate, it could have a material adverse effect on us.

Furthermore, our properties may be subject to various federal, state and local regulatory requirements, such as zoning and state and local fire and life safety requirements. Failure to comply with these requirements could result in the imposition of fines by governmental authorities or awards an award of damages to private litigants. Through our due diligence process and protections in our leases, we aim to own and operate properties that are in material compliance with all such regulatory requirements. However, we cannot assure our shareholders that these requirements will not be changed or that new requirements will not be imposed which would require significant unanticipated expenditures by us and could have a material adverse effect on us.

Furthermore, changes in federal and state legislation and regulations on climate change, including the increasing number of state and municipality laws and policies on climate change, emission reduction targets and required disclosures, could result in increased utility expenses and/or increased capital expenditures to improve the energy efficiency and reduce carbon emissions of our properties in order to comply with such regulations or result in fines for non-compliance. For example, in October 2023, California passed two bills that require certain companies that do business in California to disclose their GHG emissions and climate-related financial risks starting in 2026. The occurrence of any of the foregoing could have a material adverse effect on us.

We may seek to use artificial intelligence and automated decision making technology in order to realize operating efficiencies in our business. In recent years use of these methods has come under increased regulatory scrutiny. New laws, guidance and/or decisions in this area may limit our ability to use our artificial intelligence models, or require us to make changes to our operations that may decrease our operational efficiency, result in an increase to operating costs and/or hinder our ability to improve our services if we begin to use these methods. For example, in October 2023, the President of the United States issued an executive order on the Safe, Secure and Trustworthy Development and Use of AI, emphasizing the need for transparency, accountability and fairness in the development and use of AI. Any actual or perceived failure to comply with evolving regulatory frameworks around the development and use of AI, machine learning and automated decision making could adversely affect our business, results of operations, and financial condition.

If we sell properties by providing financing to purchasers, defaults by the purchasers could have a material adverse effect on us.

[Table of Contents](#)

If we provide financing seller-financing to purchasers (also known as purchase money financing), we will bear the risk that the purchaser may default, which could have a material adverse effect on us. Even in the absence of a purchaser default, the distribution of the proceeds of sales to our shareholders, or their reinvestment in other assets, will there may be delayed until the promissory notes or other property we may accept upon the sale are actually paid, sold, refinanced or otherwise disposed of. a material adverse effect on us. In some cases, we may receive initial down payments in cash and other property in the year of sale in an amount less than the selling price and subsequent payments will be spread over a number of years, years, which at times may not include interest payments to us. If any purchaser defaults under a financing arrangement with us, it could have a material adverse effect on us. In certain jurisdictions, the remedies available to us, in the context of seller-financing, may also limit our ability to recover any deficiencies after a buyer defaults and we foreclosure on the asset.

If we are unable to increase the number of shares authorized for issuance under our long-term incentive plan, we may need to settle awards to our trustees and employees in cash.

As of December 31, 2023, there are 167,185 shares of our common stock reserved for issuance under our long-term incentive plan. If we continue to grant awards of restricted stock units ("RSUs") to our trustees and employees as has been our historical practice, and our shareholders do not approve an increase in the number of common shares authorized for issuance under our long-term incentive plan, we may need to settle future awards in cash. The use of cash to settle awards under our long-term incentive plan would result in the Company having less cash available to pay indebtedness, to pay dividends to shareholders and otherwise run our business.

Risks Related to Debt Financing

If we breach covenants are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt at maturity, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement, including our unsecured corporate credit agreement, with KeyBank and other syndication partners, we could be held in default under such agreement, which could accelerate our repayment date could have a material adverse effect on us.

Under the terms of our existing secured and unsecured debt instruments, we have \$29.1 million of debt scheduled to mature in 2024. The credit markets have experienced dislocation in recent months and owners of office assets have experienced particular challenges in refinancing existing debt and in obtaining new debt. Our business depends on the availability of credit, and credit terms that support our underwriting of assets. If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt on favorable terms or at all, we would have to use cash on hand to repay such debt as it matures, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement which could lead to a cross-default under our unsecured corporate credit agreement, which could have a material adverse effect on us. A continued failure to repay our debt as it matures could lead to an inability for the Company to continue as a going concern.

If we were to default under our unsecured credit agreement, the facility lenders would have the ability to immediately declare the loans due and payable in whole or in part. In such event, we may not have sufficient available cash to repay such debt at the time it becomes due, or be able to refinance such debt on acceptable terms or at all. Pursuant to the Second Amended and Restated Credit Agreement dated as of April 30, 2019 (as amended, the "Second Amended and Restated Credit Agreement"), with KeyBank, National Association ("KeyBank"), as administrative agent, and a syndicate of lenders, we, through our Operating Partnership, as the borrower, have has a \$1.3 billion credit facility consisting of a (i) \$750.0 million unsecured revolving credit facility (the "Revolving Credit Facility"), under which the Company has drawn \$400 million (the "Revolving Loan"), currently maturing in September 2023 with (subject March 2024 (with a series of extension options to January 31, 2026, subject to the satisfaction of certain customary conditions), (ii) a series of three-month extension options, and if the Subsequent Extension (as defined below) is exercised, an additional extension to January 2026, a delayed draw \$400 million \$400.0 million senior unsecured term loan maturing in December 2025 (the "\$400M 2025 5-Year Term Loan 2025" Loan), and (iii) a \$150 million \$150.0 million senior unsecured term loan maturing in April 2026 (the "\$150M 2026 7-Year Term Loan") (collectively, and together with the Revolving Credit Facility and the \$400M 2025 5-Year Term Loan, the "KeyBank Loans"). The credit facility Second Amended and Restated Credit Agreement also provides the option, subject to obtaining additional commitments from lenders and certain other customary conditions, to increase the commitments under the Revolving Credit Facility, increase the existing term loans and/or incur new term loans by up to an additional \$1.0 billion in the aggregate. In addition to customary representations, warranties, covenants, and indemnities, the Second Amended and Restated Credit Agreement contains a number of financial covenants as described in Note 5, Debt, to our consolidated financial statements included in this Annual Report on Form 10-K.

On February 12, 2024, the Company exercised an option to extend the Revolving Loan Maturity Date (as defined in the Second Amended and Restated Credit Agreement) which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

Any of the foregoing could have a material adverse effect on us.

We may finance properties with prepayment lock-out provisions, which may prohibit us from selling a property, or may require us to maintain specified debt levels for a period of years on some properties.

Lock-out provisions are provisions that generally prohibit repayment of a loan balance for a certain number of years following the origination date of a loan. We may finance properties with lock-out provisions, which could materially restrict us from selling or otherwise disposing of or refinancing properties. These provisions would affect our ability to turn our investments into cash and thus affect cash available for the payment of dividends to our shareholders and may prohibit us from reducing the outstanding indebtedness with respect to any such properties by repaying or refinancing such indebtedness. Any

mortgage debt that we place on our properties may also impose prepayment penalties. If a lender invokes these penalties, the cost to the Company to sell, repay or refinance the property could increase substantially. Lock-out provisions could preclude us from participating in major transactions that could result in a disposition of our assets or a change in control even though that disposition or change in control might be in our shareholders' best interests. The occurrence of any of the foregoing could have a material adverse effect on us.

We have broad authority to incur debt, and our indebtedness could have a material adverse effect on us.

We have broad authority to incur debt, subject to the approval of our Board. High debt levels would cause us to incur higher interest charges, which would result in higher debt service payments, and could be accompanied by restrictive covenants.

Our indebtedness could have a material adverse effect on us, as well as:

- increasing our vulnerability to general adverse economic and industry conditions;
- decreasing the market price of our common shares as a result of market aversion to higher debt levels;
- limit our ability to obtain additional financing to fund future working capital, acquisitions, investments, capital expenditures and other general corporate requirements;
- requiring the use of an increased portion of our cash flow from operations for the payment of principal and interest on our indebtedness, thereby reducing our ability to use our cash flow to fund working capital, acquisitions, investments, capital expenditures and general corporate requirements;
- limiting our flexibility in planning for, or reacting to, changes in our business and our industry; and
- putting us at a disadvantage compared to our competitors with less indebtedness; and
- limiting our ability to access capital markets or limiting the possibility of a listing on a national securities exchange.

We have placed, and may continue to place, permanent financing on our properties or increase our credit facility or other similar financing arrangement in order to acquire and/or invest in properties. We may also decide to later further leverage our properties or to rely on securitization vehicles. We may borrow funds for any purposes related to our business. A shortfall between the cash flow from our properties and the cash flow needed to service debt could have a material adverse effect on us.

In addition, our indebtedness could be accompanied by more restrictive covenants than those in our existing credit facility or other secured debt obligations. The assumptions in our corporate credit agreement and mortgage debt regarding values, cash flow and debt service coverage, and individual asset underwriting of key performance metrics such as loan-to-value ratios, debt service coverage ratios and debt yields that support our current borrowings may be subject to change, as market conditions change and/or lending standards become more stringent. Lenders have imposed and could impose restrictions on us that affect our dividend and operating policies and our ability to incur additional debt, including customary restrictive covenants, that, among other things, restrict our ability to engage in material asset sales, mergers, consolidations, acquisitions or investments, to make capital expenditures, to pay special dividends, and more generally on how and when we can spend operating funds and capital event proceeds. We may also be required to have and maintain certain specified financial ratios and to reserve or otherwise set aside funds for specific expenses, such as anticipated leasing and capital expenditures. These or other limitations may adversely affect our flexibility and limit our ability to pay dividends to shareholders at our current level. Any of the foregoing could have a material adverse effect on us.

We expect to need additional funding to fund future investments.

[Table of Contents](#)

If the Listing occurs, approximately \$67.7 million (or approximately 4.5%) of We expect to need additional funding to finance our investments, including debt is scheduled to mature in 2023 and 2024. financing; however, we can provide no assurance that debt financing will be available on terms that we deem attractive or at all. If we are unable to refinance consummate our existing anticipated financing plans, we will need to secure alternative sources of funding. These sources may include the net proceeds from equity issuances, joint ventures or the sale of assets. No assurance can be given that any of these sources of capital will be available on terms that are as favorable as those that we currently expect to obtain, or available at all. If we finance any funding shortfall with common equity issuances, there may be a dilutive effect on our earnings per share after giving effect to the issuance of such common shares and the application of the proceeds thereof. The incurrence of additional debt could increase our leverage ratios and would increase our exposure to the risks associated with debt financing, all of which would be negatively perceived by the market. In addition, an inability to obtain sufficient capital to meet our funding obligations could lead to contractual defaults that could materially and adversely affect us. If debt financings or obtain new debt to replace such maturing debt, would have to use cash on hand to repay such debt at maturity, and alternative sources of financing are unavailable when strategic opportunities arise, we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement, which could have acquire properties or make a material adverse effect on us.

Under the terms of our existing debt instruments, we have \$37.1 million of debt scheduled to mature in 2023. Additionally, under the terms of our existing debt instruments, if the Listing occurs, we have \$30.6 million of debt scheduled to mature in 2024. The credit markets have experienced dislocation in recent months and owners of office assets have

experienced particular challenges in refinancing existing debt and in obtaining new debt. Our business depends on the availability of credit. If we are unable to refinance our existing debt or obtain new debt to replace such maturing debt, we would have to use cash on hand to repay such debt at maturity, and we may not have sufficient cash available to repay such debt at maturity. In that event, we could default under the associated loan agreement, which could have a material adverse effect on us.

relevant investment.

We have incurred, and intend to continue to incur, indebtedness secured by our properties. If we are unable to make our debt payments when required, a lender could foreclose on the property or properties securing such debt, which could have a material adverse effect on us.

Some of our borrowings to acquire properties assets are and will be secured by mortgages on our properties, and we may in the future rely on securitization vehicles. In addition, some of our properties contain mortgage financing. If we default on our secured indebtedness, the lender may foreclose and we could lose our entire investment in the properties securing such loan or vehicle, which could have a material adverse effect on us. To the extent lenders require us to cross-collateralize our properties, or provisions in our loan documents contain cross-default provisions, a default under a single loan agreement could subject multiple properties to foreclosure. Foreclosures of one or more of our properties could have a material adverse effect on us.

Lenders may require us to enter into restrictive covenants relating to our operations, which could limit our ability to make distributions to our shareholders at our current level or otherwise have a material adverse effect on us.

When providing financing, a lender could impose restrictions on us that affect our distribution and operating policies and our ability to incur additional debt, including customary restrictive covenants, that, among other things, restrict our ability to incur additional indebtedness, to engage in material asset sales, mergers, consolidations and acquisitions, to make capital expenditures, and to make special distributions. In certain cases we are required to and maintain certain specified financial ratios. Loan documents we enter into may contain covenants that limit our ability to further mortgage the property or discontinue insurance coverage. These or other limitations may adversely affect our flexibility and limit our ability to make distributions to shareholders at our current level or otherwise have a material adverse effect on us.

Increases in interest rates could increase the amount of our debt payments and adversely affect our ability to make distributions pay dividends to shareholders at our current level or otherwise have a material adverse effect on us.

We expect that we will incur indebtedness in the future. Interest Increases in the interest we pay on our indebtedness will reduce cash available for distribution. could adversely affect our ability to pay dividends to shareholders at our current level, among other consequences. Additionally, if we incur variable rate debt, increases in interest rates would increase our interest costs, could reduce our cash flows and our ability to make distributions pay dividends to shareholders at our current level. level or otherwise have a material adverse effect on us. In addition, if we need to repay existing debt during periods of rising interest rates, we could be required to liquidate sell one or more of our investments in properties at times that may not permit realization of the maximum return on such investments. Any of the foregoing risks could have a material adverse effect on us.

Failure to hedge effectively against interest rate changes may adversely affect our business, financial condition, results of operations cash flow, per share trading price of our common shares and ability to make distributions pay dividends to our shareholders.

The REIT provisions of the Code impose certain restrictions on our ability to utilize hedges, swaps and other types of derivatives to hedge our liabilities. At the same time, our corporate credit agreement requires us to maintain certain covenants with respect to maximum, unhedged interest rate risk. Subject to these restrictions and requirements, we have entered, and may continue to enter into, hedging transactions to protect ourselves from the effects of interest rate fluctuations on floating rate debt. Our hedging transactions include entering into interest rate swap agreements. These agreements involve risks, such as the risk that such arrangements would not be effective in reducing our exposure to interest rate changes or that a court could rule that such an agreement is not legally enforceable. In addition, interest rate hedging can be expensive, particularly during periods of rising and volatile interest rates which could reduce the overall returns on our investments. Failure and a failure to hedge effectively against interest rate changes could materially adversely affect our business, financial condition, results of operations cash flow and ability to make distributions pay dividends to our shareholders. In addition, while such agreements would be intended to lessen the impact of rising interest rates on us, they

[Table of Contents](#)

could also expose us to the risk that the other parties to the agreements would not perform, and that the hedging arrangements may not be effective in reducing our exposure to interest rate changes. Should we desire to terminate a hedging agreement, there could be significant costs and cash requirements involved to fulfill our obligation under the hedging agreement.

A substantial portion of our indebtedness transitioned to interest at variable rates based on Secured Overnight Financing Rate ("SOFR"), yet certain of our financial contracts continue to be indexed to US Dollar London Interbank Offered Rate ("LIBOR"). Changes in the method of determining LIBOR, or the replacement of LIBOR with an alternative reference rate such as SOFR, could have a material adverse effect on us.

On March 5, 2021, LIBOR's regulator, the Financial Conduct Authority, and administrator, ICE Benchmark Administration, Limited, announced that the publication of the one-week and two-month USD LIBOR maturities and non-USD LIBOR maturities will cease immediately after December 31, 2021, with the remaining USD LIBOR maturities ceasing immediately after June 30, 2023. In the U.S., the Alternative Rates Reference Committee, a group of market participants convened in 2014 to help ensure a successful transition away from USD LIBOR, has identified SOFR as its preferred alternative rate. SOFR is a measure of the cost of borrowing cash overnight, collateralized by U.S. Treasury securities, and is based on directly observable U.S. Treasury-backed repurchase transactions. Liquidity in SOFR-linked products has increased significantly this year after the implementation of the SOFR First best practice as recommended by the Market Risk Advisory Committee of the Commodity Futures Trading Commission.

We have interest swap agreements with a total notional amount of \$750 million that currently use LIBOR as a reference rate and extend past June 30, 2023. Our term loans and credit facilities have transitioned to using SOFR as a reference rate. The use of SOFR based rates may result in interest rates and/or payments that are higher or lower than the rates and payments that we previously experienced when referenced to LIBOR. SOFR is a relatively new reference rate, has a very limited history and is based on short-term repurchase agreements, backed by Treasury securities. Changes in SOFR could be volatile and difficult to predict, and there can be no assurance that SOFR will perform similarly to the way LIBOR would have performed at any time. As a result, the amount of interest we may pay on our credit facilities is difficult to predict. We have entered into LIBOR-based interest rate swap agreements to manage our exposure to interest rate movements under certain of our variable-rate debt obligations. Using SOFR as the basis on which interest on

our variable-rate debt and/or under our interest rate swaps is calculated may result in interest rates and/or payments that do not directly correlate over time with the interest rates and/or payments that would have been made on our obligations if LIBOR was available in its current form.

The potential effect of the replacement of LIBOR on our cost of capital cannot yet be determined. We can provide no assurance regarding the future of LIBOR and when our LIBOR-based instruments will transition from LIBOR as a reference rate to SOFR or another reference rate. The discontinuation of a benchmark rate or other financial metric, changes in a benchmark rate or other financial metric, or changes in market perceptions of the acceptability of a benchmark rate or other financial metric, including LIBOR, could, among other things, result in increased interest payments, changes to our risk exposures, or require renegotiation of previous transactions. In addition, any such discontinuation or changes, whether actual or anticipated, could result in market volatility, adverse tax or accounting effects, increased compliance, legal and operational costs, and risks associated with contract negotiations.

U.S. Federal Income Tax Risks

Failure to continue to qualify as a REIT would adversely affect our operations and our ability to make distributions pay dividends because we would incur additional tax liabilities, which could have a material adverse effect on us.

We believe we operate in a manner that allows us to qualify as a REIT for U.S. federal income tax purposes under the Code. Qualification as a REIT involves highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. Our qualification as a REIT will depend upon our ability to meet, through investments, actual operating results, distributions dividends and satisfaction of specific shareholder ownership rules, and various other requirements imposed by the Code.

If we fail to qualify as a REIT for any taxable year, we will be subject to U.S. federal income tax on our taxable income at corporate rates. In addition, we would generally be disqualified from treatment as a REIT for the four taxable years following the year of losing our REIT status. Losing our REIT status would reduce our net earnings available for investment or distribution paying dividends to shareholders because of the additional tax liability. If this occurs, we might be required to borrow funds or liquidate sell some investments in order to pay the applicable tax. In addition, distributions dividends paid to our shareholders would no longer qualify for the dividends paid deduction, and we would no longer be required to make distributions.

[Table of Contents](#)

pay dividends. Qualification as a REIT is subject to the satisfaction of tax requirements and various factual matters and circumstances that are not entirely within our control. New legislation, regulations, administrative interpretations, or court decisions could change the tax laws with respect to qualification as a REIT or the U.S. federal income tax consequences of being a REIT. Our failure to continue to qualify as a REIT could have a material adverse effect on us. In addition, our REIT status depends on the ongoing qualification of subsidiary entities qualifying as REITs or taxable REIT subsidiaries, as applicable, as a result of our substantial ownership interest in those entities.

To qualify as a REIT, and to avoid the payment of U.S. federal income and excise taxes and maintain our REIT status, we may be forced to borrow funds, use proceeds from the issuance of securities, or sell assets to pay distributions, dividends, which may result in our distributing amounts that may otherwise be used for our operations, which could have a material adverse effect on us.

To qualify as a REIT, we will be required each year to distribute to our shareholders at least 90% of our REIT taxable income, generally determined without regard to the deduction for dividends paid and by excluding net capital gains. We will be subject to U.S. federal income tax on our undistributed taxable income and net capital gain and to a 4% nondeductible excise tax on any amount by which dividends we pay with respect to any taxable year are less than the sum of (i) 85% of our ordinary income, (ii) 95% of our capital gain net income, and (iii) 100% of our undistributed income from prior years. These requirements could cause us to distribute amounts that otherwise would be spent on the acquisition of, investment in, and/or maintenance or development of properties and it is possible that we might be required to borrow funds, use proceeds from the issuance of securities, or sell assets in order to distribute enough of our taxable income to maintain our REIT status and to avoid the payment of U.S. federal income and excise taxes. We may be required to make distributions pay dividends to our shareholders at times it would be more advantageous to reinvest cash in our business or when we do not have cash readily available for distribution, and we may be forced to liquidate sell assets on terms and at times unfavorable to us, which could have a material adverse effect on us. These methods of obtaining funding could affect future distributions dividends by increasing operating costs and decreasing available cash. In addition, such distributions dividends may constitute a return of capital.

If certain of our subsidiaries, including our Operating Partnership, fails fail to maintain its their respective status as a partnership or disregarded entity, as applicable, for U.S. federal income tax purposes, its we could cease to qualify as a REIT and suffer other adverse consequences.

One or more of our subsidiaries may be treated as a partnership or disregarded entity for federal income would tax purposes and, therefore, will not be subject to taxation federal income tax on its income. Instead, each of its partners or its member, as applicable, which may include us, will be allocated, and our REIT status could may be terminated.

required to pay tax with respect to, such partner's or member's share of its income. We intend to maintain the status of our Operating Partnership as a partnership for U.S. federal income tax purposes. However, if the IRS were to successfully challenge the status of our Operating Partnership as a partnership, it would be taxable as a corporation. In such event, this would reduce the amount of distributions that our Operating Partnership could make. This would also result in our losing REIT status and becoming subject to a corporate level tax on our income. This would substantially reduce our cash available to pay distributions dividends and the return on our shareholders' investment, which could have a material adverse effect on us. In addition, if any of the entities through which our Operating Partnership owns its properties, in whole or in part, loses its characterization as an entity disregarded from its parent, a REIT or a partnership for federal income tax purposes, the underlying entity could become subject to taxation as a corporation, thereby reducing distributions to our Operating Partnership and jeopardizing our ability to maintain REIT status.

In certain circumstances, even if we qualify as a REIT, we and our subsidiaries may be subject to certain federal, state, and other income taxes, which would reduce our cash available for distribution to pay dividends to our shareholders and could have a material adverse effect on us.

Even if we qualify and maintain our status as a REIT, we may be subject to certain U.S. federal, state and local income taxes on our income and assets, including taxes and undistributed income, built in gain tax on the taxable sale of assets, tax on income from some activities conducted as a result of a foreclosure, and non-U.S., state or local income, property and transfer taxes. Moreover, if we have net income from "prohibited transactions", that income will be subject to a 100% tax. In addition, we could, in certain

circumstances, be required to pay an excise or penalty tax (which could be significant in amount) in order to utilize one or more relief provisions under the Code to maintain our qualification as a REIT. We may also decide to retain income we earn from the sale or other disposition of our property and pay income tax directly on such income. In that event, our shareholders would be treated as if they earned that income and paid the tax on it directly. However, our shareholders that are tax-exempt, such as charities or qualified pension plans, would have no benefit from their deemed payment of such tax liability. We may also be subject to state and local taxes on our income or property, either directly or at the level of our Operating Partnership or at the level of the other companies through which we indirectly own our assets. In particular, we will be subject to U.S. federal and state income tax (and any applicable non-U.S. taxes) on the income earned by our taxable REIT

subsidiaries. Any U.S. or federal, state or other taxes we pay will reduce our cash available for **distribution paying dividends** to our shareholders and could have a material adverse effect on us.

The tax imposed on REITs engaging in "prohibited transactions" may limit our ability to engage in transactions that would be treated as sales for U.S. federal income tax purposes.

A REIT's net income from prohibited transactions is subject to a 100% penalty tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. Although we do not intend to hold any properties that would be characterized as held for sale to customers in the ordinary course of business, such characterization is a factual determination and no guarantee can be given that the IRS would agree with our characterization of our properties or that we will always be able to make use of the available safe harbors.

We may be required to pay some taxes due to actions of our taxable REIT subsidiaries, which would reduce our cash available for distribution to pay dividends to our shareholders and could have a material adverse effect on us.

[Table of Contents](#)

Any net taxable income earned directly by our taxable REIT subsidiaries, or through entities that are disregarded for U.S. federal income tax purposes as entities separate from our taxable REIT subsidiaries, will be subject to U.S. federal and possibly state corporate income tax. We have elected to treat Griffin Capital Essential Asset TRS, Inc. as a taxable REIT subsidiary, and we may elect to treat other subsidiaries as taxable REIT subsidiaries in the future. In this regard, several provisions of the laws applicable to REITs and their subsidiaries ensure that a taxable REIT subsidiary will be subject to an appropriate level of U.S. federal income taxation. For example, a taxable REIT subsidiary is limited in its ability to deduct certain interest payments made to an affiliated REIT. In addition, the REIT has to pay a 100% penalty tax on some payments that it receives or on some deductions taken by a taxable REIT subsidiary if the economic arrangements between the REIT, the REIT's customers, and the taxable REIT subsidiary are not comparable to similar arrangements between unrelated parties. To the extent that we and our affiliates are required to pay U.S. federal, state and local taxes, we will have less cash available for **distributions to pay dividends** to our shareholders.

Complying with the REIT requirements may cause us to forgo otherwise attractive opportunities, which could have a material adverse effect on us.

To qualify as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our shareholders and the ownership of our common shares. We may be required to **make distributions pay dividends to our shareholders at disadvantageous times** **it would be more advantageous to reinvest cash in our business** or when we do not have **funds cash** readily available **for distribution, or to pay dividends**, and we may be required forced to **liquidate otherwise attractive investments in order sell assets on terms and at times unfavorable to comply with the REIT tests, any of us**, which could have a material adverse effect on us. Thus, compliance with the REIT requirements may hinder our ability to operate solely on the basis of maximizing profits.

To the extent our distributions dividends represent a return of capital for tax purposes, a shareholder could recognize an increased capital gain upon a subsequent sale of the shareholder's common shares.

Distributions in excess of our current and accumulated earnings and profits and not treated by us as a dividend will not be taxable to a shareholder to the extent those distributions do not exceed the shareholder's adjusted tax basis in his or her common shares, but instead will constitute a return of capital and will reduce such adjusted basis. (Such distributions to non-U.S. shareholders may be subject to withholding, which may be refundable.) If distributions exceed such adjusted basis, then such adjusted basis will be reduced to zero and the excess will be capital gain to the shareholder (assuming such shares are held as a capital asset for U.S. federal income tax purposes). If distributions result in a reduction of a shareholder's adjusted basis in his or her common shares, then subsequent sales of such shareholder's common shares potentially will result in recognition of an increased capital gain.

Legislation that modifies the rules applicable to partnership tax audits may affect us.

Under the Bipartisan Budget Act of 2015, liability is imposed on the partnership (rather than its partners) for adjustments to reported partnership taxable income resulting from audits or other tax proceedings. The liability can include an imputed underpayment of tax, calculated by using the highest marginal U.S. federal income tax rate, as well as interest and penalties on such imputed underpayment of tax. It is possible that the Bipartisan Budget Act of 2015 rules could result in partnerships in which we directly or indirectly invest (including our Operating Partnership) being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and we, as a direct or indirect partner of these partnerships, could be required to bear the economic burden of those taxes, interest, and penalties even though we may have not been a partner in the partnership during the year to which the audit relates and we, as a REIT, may not otherwise have been required to pay additional **corporate-level corporate-**

level taxes as a result of the related audit adjustment. Using certain rules, partnerships may be able to transfer these liabilities to their partners. In the event any adjustments are imposed by the IRS on the taxable income reported by any subsidiary partnerships, we intend to utilize certain rules to the extent possible to allow us to transfer any liability with respect to such adjustments to the partners of the subsidiary partnerships who should properly bear such liability. However, there is no assurance that we will qualify under those rules or that we will have the authority to use those rules under the operating agreements for certain of our subsidiary partnerships.

The changes created by the Bipartisan Budget Act of 2015 rules are sweeping. Investors are urged to consult their tax advisors with respect to these changes and their potential impact on their investment in our common shares.

Legislative or regulatory tax changes related to REITs could materially and adversely affect our business.

The U.S. federal income tax laws and regulations governing REITs and their shareholders, as well as the administrative interpretations of those laws and regulations, are constantly under review and may be changed at any time, possibly with retroactive effect. No assurance can be given as to whether, when, or in what form, the U.S. federal income tax laws applicable

[Table of Contents](#)

to us and our shareholders may be enacted. Changes to the U.S. federal income tax laws and interpretations of U.S. federal tax laws could adversely affect an investment in our common shares.

Risks Related to Our Common Shares

The price of our common shares may experience volatility. In addition, limited trading volume may depress the market price of our common shares and make it difficult for investors to sell their shares and less attractive to new investors to purchase our common shares.

The U.S. stock markets, including the NYSE, on which our common shares are listed, historically have experienced significant price and volume fluctuations, and recently, this has especially impacted REITs with significant office assets. As a result, the market price of our common shares has similarly been volatile, and investors in our common shares may experience a decrease in the market price of their shares, including decreases unrelated to our business, financial conditions or results of operations. We cannot assure you that the market price of our common shares will not fluctuate or decline significantly in the future or that holders of our common shares will be able to sell their shares when desired on favorable terms, or at all. The market price of our common shares could be subject to wide fluctuations in response to:

- our financial performance, cash flows, financial condition, results of operations and prospects;
- actual or anticipated differences in our quarterly or annual operating results from those expected;
- our dependence on key personnel whose continued services are not guaranteed;
- whether we will be successful in renewing leases as they expire;
- failure to qualify as a REIT;
- failure to comply with the rules of the NYSE, the requirements of the Sarbanes-Oxley Act or other applicable laws;
- the annual yield from dividends on our common shares as compared to yields on other financial instruments;
- actual or anticipated changes in our and our tenants' business or prospects;
- the current state of the credit and capital markets, and our ability and the ability of our tenants to obtain financing on favorable terms;
- whether work-from-home trends or other factors will impact the attractiveness of industrial and/or office assets;
- changes in market valuations of similar companies;
- strategic decisions by us or our competitors, such as acquisitions or investments, divestments, spin offs, joint ventures, strategic investments or changes in business strategy;
- further increases in (or prolonged periods of high) market interest rates, which could result in increased interest expense on our debt;
- equity issuances by us (including the issuance of OP Units or other securities convertible into, or exchangeable for, our common shares) or the conversion of a large number of OP Units into common shares as opposed to cash;
- future sales of substantial amounts of our common shares by our existing or future shareholders, or the perception that such issuances or future sales may occur;
- adverse market reaction to any indebtedness we incur in the future, inability to refinance our existing indebtedness, the inclusion of restrictive covenants in our future indebtedness, or our failure to establish debt levels that investors believe are appropriate;

- changes in expectations of future financial performance or changes in estimates of securities analysts;
- publication of research reports about us or our industry by securities analysts;
- government regulatory action or inaction and legislative changes that could adversely affect our industry;
- changes in tax laws;
- adverse speculation in the press or investment community;
- changes in the underlying value of real estate;
- climate change and natural disasters, such as earthquakes, wildfires, rising sea levels, flooding, and extreme weather;
- impacts of the outbreak of a highly infectious or contagious disease or declaration of a pandemic, epidemic or other health crises;
- terrorist acts, natural or man-made disasters or threatened or actual armed conflicts; and
- general market conditions.

We may change our dividend policy.

Future dividends will be declared and paid at the sole discretion of our Board, and the amount and timing of dividends will depend upon our actual and projected financial condition, results of operations, cash flows, liquidity and FFO, AFFO, maintenance of our REIT qualification and such other matters as our Board may deem relevant from time to time. Our Board may change our dividend policy at any time, and there can be no assurance as to the manner in which future dividends will be paid or that the current dividend level will be maintained in future periods. Shareholders have no contractual or other legal right to dividends that have not been authorized and declared by the Board. We may not be able to pay dividends in the future or may need to fund such payments from external sources, including debt or equity financings, as to which no assurances can be given. Our failure to meet the market's expectations with regard to future cash dividends likely would adversely affect the market price of our common shares.

Our shareholders are subject to the risk that our business and operating plans may change.

Our Board may change our investment objectives, targeted investments, borrowing policies or other corporate policies without shareholder approval.

Increases in market interest rates may result in a decrease in the value of our common shares.

One of the factors that may influence the price of our common shares will be the dividend rate on our common shares (as a percentage of the price of our common shares) relative to market interest rates. If market interest rates rise, prospective purchasers of our common shares may expect a higher dividend rate. Higher interest rates would not, however, result in more funds being available to pay dividends and, in fact, would likely increase our borrowing costs and might decrease our funds available for dividends. We therefore may not be able, or we may not choose, to provide a higher dividend rate. As a result, prospective purchasers may decide to purchase other securities rather than our common shares, which would reduce the demand for, and result in a decline in the market price of, our common shares.

The future issuance of common shares or the resale of outstanding common shares could adversely affect the market price of our common shares.

Future primary issuances of our common shares or other securities convertible into, or exchangeable or exercisable for, our common shares could dilute shareholders and could have an adverse effect on the market price of our common shares. Holders of our common shares are not entitled to preemptive rights or other protections against dilution.

Additionally, in connection with the transaction that resulted in the internalization of our management in December 2018 (the "Self-Administration Transaction"), Griffin Capital, LLC, a Delaware limited liability company ("GC LLC"), which is an entity controlled by our former Executive Chairman, Kevin A. Shields, and is an affiliate of Griffin Capital Company, LLC, which was the sponsor of our predecessor, Griffin Capital Essential Asset REIT, Inc. (our "Predecessor"), received OP Units (approximately 2.7 million taking into effect the 9 to 1 reverse split) as a consideration in exchange for the sale to our Predecessor of the advisory, asset management and property management business of Griffin Capital Real Estate Company, LLC (now known as PKST Management Company, LLC). As further described below, of December 31, 2023, GC LLC owned 2,486,516 OP Units, which, upon a request for redemption by GC LLC, are exchangeable into common shares or cash, at the Company's election. We are party to a registration rights agreement with GC LLC pursuant to which GC LLC has the right to request that we register for resale, under the Securities Act, our common shares issued or issuable to GC LLC and certain successor holders. Resales of a significant number of our common shares, or the perception that such resales could occur, may have an adverse effect on the market price of our common shares.

The vesting of any restricted shares or other equity awards granted to certain trustees, executive officers and other employees under our equity incentive plan, or the issuance of our common shares, or OP Units in connection with future acquisitions of and/or other investments in properties, could have an adverse effect on the market price of our common shares.

Risks Related to Our Conflicts of Interest

Conflicts of interest may exist or could arise in the future between the interests of our shareholders and the interests of holders of OP Units, which may impede business decisions that could otherwise have benefitted our shareholders.

Conflicts of interest exist or could arise in the future between the interests of our shareholders and the interests of holders of OP Units. Our trustees and officers have duties to the Company under applicable Maryland law in connection with their management of the Company. At the same time, we, as the general partner of our Operating Partnership have

fiduciary duties, and obligations to our Operating Partnership and its partners in connection with the management of our Operating Partnership under Delaware law and the partnership agreement of our Operating Partnership. Our fiduciary duties and obligations as general partner to our Operating Partnership and its partners may come into conflict with the duties of our trustees and officers to the Company and our shareholders, which may result in management making business decisions that could benefit either the Operating Partnership and its partners or the Company and our shareholders and be adverse to the interests of the others.

Certain of our executive officers own an interest in an incentive compensation plan controlled by our former Executive Chairman and pursuant to which they may be entitled to receive substantial payments, which could create the appearance of a conflict of interest between the interest of the Company and the interests of these executive officers.

GC LLC assigned approximately 50% of the OP Units received in connection with the Self-Administration Transaction to then participants in GC LLC's long-term incentive plan (the "GCC Incentive Plan"). Our former Executive Chairman, Kevin A. Shields, is the plan administrator of the GCC Incentive Plan.

As previously disclosed, certain of our current and former employees and executive officers, including Michael Escalante, our Chief Executive Officer, and Javier Bitar, our Chief Financial Officer and Treasurer, were employed by affiliates of GC LLC prior to the Self-Administration Transaction and are therefore participants in the GCC Incentive Plan which made grants to such participants in connection with services rendered prior to the Self-Administration Transaction. Participants in the GCC Incentive Plan, including Messrs. Escalante and Bitar, are entitled to receive distributions from the GCC Incentive Plan in the form of cash, common shares, or other property, or a combination thereof, as elected by the plan administrator.

As required by our listing on the NYSE, certain awards under the GCC Incentive Plan were settled during the fourth quarter 2023 and will be settled in four annual installments thereafter, unless waived or modified. In connection with the settlement of awards under the GCC Incentive Plan, the plan administrator may choose to distribute cash, common shares, or other property, or a combination thereof, as elected by the plan administrator.

On December 15, 2023, GC LLC elected to redeem 209,954 OP Units pursuant to the terms of our Operating Partnership's operating agreement, and we satisfied such redemption request with our common shares. Following this redemption, GC LLC distributed such common shares to participants in the GCC Incentive Plan, including 56,266 common shares to Mr. Escalante and his designee and 2,000 common shares to Mr. Bitar. In connection with the aforesaid future installments, if GC LLC elects to redeem additional OP Units, we currently intend to satisfy such redemption request with our common shares. GCC Incentive Plan participants may receive additional payment, which payments could be substantial. Our executive officers' interest in the GCC Incentive Plan may create the appearance of a conflict of interest between the interest of the Company and the interest of these executive officers.

Risks Related to Our Corporate Structure

Our charter contains certain ownership limits with respect to our shares.

Generally, to maintain our qualification as a REIT, no more than 50% in value of our outstanding shares may be owned, directly or indirectly, by five or fewer individuals at any time during the last half of our taxable year (except with respect to the first taxable year for which an election to be taxed as a REIT is made). The Code defines "individuals" for purposes of the requirement described in the preceding sentence to include some types of entities. Our charter authorizes our Board to take such actions as it determines are necessary or appropriate to preserve our qualification as a REIT. Our charter prohibits the ownership by any Person (as defined in our charter) of more than 9.8% (in value or in number, whichever is more restrictive, as determined in good faith by our Board) of the aggregate of our common shares or more than 9.8% of the value (as determined in good faith by our Board) of the aggregate of our outstanding Shares (as defined in our charter), unless waived by our Board. For these purposes, our charter includes a "group" as that term is used for purposes of Section 13(d)(3) of the Exchange Act in the definition of "Person." Our Board may exempt a person, prospectively or retroactively, from these ownership limits if certain conditions are satisfied. This ownership limit and the other restrictions on ownership and transfer of our shares contained in our charter may:

- discourage a tender offer or other transactions or a change in management or of control that might involve a premium price for our shares or that our shareholders might otherwise believe to be in their best interest; or
- result in the transfer of shares acquired in excess of the restrictions to a trust for the benefit of a charitable beneficiary and, as a result, the forfeiture by the acquirer of the benefits of owning the additional shares.

Certain provisions of Maryland law could inhibit changes in control, which may discourage third parties from conducting a tender offer or seeking other change of control transactions that might involve a premium price for our shares or that our shareholders might otherwise believe to be in their best interest.

Certain provisions of the MGCL may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under circumstances that otherwise could provide the holders of common shares with the opportunity to realize a premium price for our common shares, including:

- "business combination" provisions that, subject to limitations, prohibit certain business combinations between us and an "interested shareholder" (defined generally as any person who beneficially owns 10% or more of the voting power of our shares or an affiliate thereof or an affiliate or associate of ours who was the beneficial owner, directly or indirectly, of 10% or more of the voting power of our then-outstanding voting shares at any time within the two-year period immediately prior to the date in question) for five years after the most recent date on which the shareholder becomes an interested shareholder, and thereafter impose fair price and/or supermajority shareholder voting requirements on these combinations; and
- "control share" provisions that provide that a shareholder's "control shares" of our Company (defined as shares (other than shares acquired directly from us) that, when aggregated with other shares controlled by the shareholder, entitle the shareholder to exercise one of three increasing ranges of voting power in electing trustees) acquired in a "control share acquisition" (defined as the direct or indirect acquisition of ownership or control of issued and outstanding "control shares") have no voting rights with respect to

their control shares, except to the extent approved by our shareholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

As permitted by the MGCL, we have elected to opt out of the business combination and control share provisions of the MGCL. However, we cannot assure you that our Board will not opt to be subject to such provisions of the MGCL in the future, including opting to be subject to such provisions retroactively.

Further, Maryland statutory law provides that an act of a trustee relating to or affecting an acquisition or investment or a potential acquisition of control of a real estate investment trust may not be subject to a higher duty or greater scrutiny than is applied to any other act of a trustee. Hence, trustees of a Maryland real estate investment trust by statute are not required to act in certain takeover situations under the same standards of care, and are not subject to the same standards of review, as apply in Delaware and other corporate jurisdictions.

Our rights and the rights of our shareholders to recover claims against our officers and trustees are limited, which could reduce our shareholders' and our recovery against them if they cause us to incur losses.

Maryland law provides that a trustee has no liability in that capacity if he or she performs his or her duties in good faith, in a manner he or she reasonably believes to be in the real estate investment trust's best interests and with the care that an ordinarily prudent person in a like position would use under similar circumstances. Our charter requires us to indemnify our trustees and officers to the maximum extent permitted under Maryland law. Additionally, our charter limits the liability of our trustees and officers for monetary damages to the maximum extent permitted under Maryland law. Further, our charter permits the Company, with the approval of our Board, to provide such indemnification and advancement of expenses to any of our employees or agents. As a result, we and our shareholders may have more limited rights against our trustees, officers, employees and agents, than might otherwise exist under common law, which could reduce our shareholders' and our recovery against them. In addition, we may be obligated to fund the defense costs incurred by our trustees, officers, employees and agents in some cases which would decrease the cash otherwise available to pay dividends to shareholders or otherwise operate our business.

We are uncertain of our sources of funding our future capital needs. If we cannot obtain funding on acceptable terms, it could affect our ability to make necessary capital improvements to our properties, pursue acquisitions of and/or other investments in properties as part of our business plan, pay our expenses, pay dividends, expand our business or otherwise have a material adverse effect on us.

To continue to qualify as a REIT, we generally must distribute to our shareholders at least 90% of our taxable income each year, excluding capital gains. Because of this dividend requirement, it is not likely that we will be able to fund a significant portion of our future capital needs from retained earnings. We have not identified all of our sources of funding, and such sources of funding may not be available to us on favorable terms or at all. If we do not have access to sufficient funding in the future, our ability to make necessary capital improvements to our properties, pursue acquisitions of and/or other investments in properties as part of our business plan, pay our expenses, pay dividends or expand our business may be impaired or delayed.

Our bylaws designate the Circuit Court for Baltimore City, Maryland as the sole and exclusive forum for certain actions and proceedings that may be initiated by our shareholders.

Our bylaws provide that, unless we consent in writing to the selection of a different forum, the Circuit Court for Baltimore City, Maryland, or, if that court does not have jurisdiction, the U.S. District Court for the District of Maryland, Baltimore Division, will be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach by any trustee, officer, other employee or agent of the Company of a duty owed to the Company or our shareholders or of any standard of conduct set forth in the Maryland General Corporation Law ("MGCL"), (iii) any action asserting a claim arising pursuant to any provision of the MGCL including, but not limited to, the meaning, interpretation, effect, validity, performance or enforcement of our charter or our bylaws, (iv) any action asserting a claim governed by the internal affairs doctrine, or (v) any Internal Corporate Claim (as defined in the MGCL). This exclusive forum provision does not apply to claims under the Securities Act, the Exchange Act, or any other claim for which the federal courts have exclusive jurisdiction. Any person or entity purchasing or otherwise acquiring or holding any interest in our common shares will be deemed to have notice of and to have consented to these provisions of our bylaws, as they may be amended from time to time. Our Board, without shareholder approval, adopted this provision of our bylaws so that we may respond to such litigation more efficiently and reduce the costs associated with our responses to such litigation, particularly litigation that might otherwise be brought in multiple forums. This exclusive forum provision may limit a shareholder's ability to bring a claim in a judicial forum that the shareholder believes is favorable for disputes with the Company or our trustees, officers, agents or employees, if any, and may discourage lawsuits against us and our trustees, officers, agents or employees, if any. Alternatively, if a court were to find this provision of our bylaws inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings notwithstanding that the MGCL expressly provides that the charter or bylaws of a Maryland real estate investment trust may require that any internal corporate claim be brought only in courts sitting in one or more specified jurisdictions, we may incur additional costs that we do not currently anticipate associated with resolving such matters in other jurisdictions, which could have a material adverse effect on us.

General Risks

Cybersecurity risks and cyber incidents or the failure to comply with laws and regulations concerning data privacy and security may adversely affect our business by causing a disruption to our operations, a compromise or corruption of our confidential information, and/or damage to our business relationships, any of which could have a material adverse effect on us.

We rely on computer systems, hardware, software, technology infrastructure and online sites and networks for both internal and external operations that are critical to our business (collectively, "IT Systems"). We own and manage some of these IT Systems but also rely on the third parties that provide services to the Company (collectively, "Service Providers") for a range of IT Systems and related products and services, including but not limited to cloud computing services. And we collect, maintain and process confidential,

sensitive, and proprietary information about investors, tenants, partners, businesses, our employees, and others, including personally identifiable information, as well as confidential, sensitive, and proprietary information belonging to our business such as trade secrets (collectively, "Confidential Information").

We face numerous and evolving cybersecurity risks that threaten the confidentiality, integrity and availability of our IT Systems and Confidential Information. The risk of a cyber incident has generally increased as the number, intensity and sophistication of attempted attacks have increased globally, especially given the use of more advanced hacking tools and techniques and the use of artificial intelligence, including by computer hackers, foreign governments, information service interruptions and cyber terrorists, opportunistic hackers and hackers, as well as through diverse attack vectors, such as social engineering/phishing, malware (including ransomware), malfeasance by insiders, human or technological error, and as a result of bugs, misconfigurations or exploited vulnerabilities in software or hardware. Techniques used in cyber incidents evolve frequently, may originate from less regulated and remote areas of the world and be difficult to detect and may not be recognized until launched against a target. Accordingly, we may be unable to anticipate these techniques or to implement adequate security barriers or other preventative measures, making it impossible for us to entirely eliminate this risk. For example, unauthorized parties, whether within or outside the Company, may disrupt or gain access to our IT Systems, or those of third parties with whom we do business, through human error, misfeasance, fraud, trickery, or other forms of deceit, including break-ins, use of stolen credentials, social engineering, phishing, computer viruses or other malicious codes, and similar means of unauthorized and destructive tampering.

As our reliance on technology increases, so do the risks posed to our systems - both internal and external. Our primary risks that could directly result from the occurrence of a cyber incident are theft of assets; operational interruption; regulatory enforcement, lawsuits and other legal proceedings; damage to our relationships with our tenants; and exposure of Confidential Information. A significant or extended disruption could damage our business or reputation, cause a loss of revenue, have an adverse effect on tenant relations, cause an unintended or unauthorized public disclosure, or lead to the misappropriation of Confidential Information, any of which could result in us incurring significant expenses to resolve these kinds of issues. Even security measures that are appropriate, reasonable and/or in accordance with applicable legal requirements may not be sufficient to protect our IT Systems and the Confidential Information we maintain due to attackers using tools and techniques that are designed to circumvent controls, avoid detection and remove or obfuscate forensic evidence.

As have many companies, our Service Providers have been impacted by security incidents in the past and will likely continue to experience security incidents of varying degrees. We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have had a material adverse effect on us, including an adverse effect on our business, financial condition and results of operations. While we do not believe these incidents have had a material impact to date, as our reliance on technology increases, so do the risks of a security incident. The Service Providers that provide cloud services and store our information are critical to our operations and could experience security incidents resulting in downtime, data breach or loss, or shutdown. The occurrence of any of the foregoing risks could have a material adverse effect on us including an adverse effect on our business, financial condition and results of operations.

In addition, our processing of Confidential Information, including personally identifiable information, subjects us to various federal, state and local laws, regulations and industry standards governing the collection, use, storage, sharing, transmission and other processing of personal information. The regulatory environment surrounding information security and privacy is increasingly demanding, with frequent imposition of new and changing requirements that are subject to differing interpretations. Any failure or perceived failure by us to comply with laws, regulations, policies or regulatory guidance relating to privacy or data security may result in governmental investigations and enforcement actions, litigation, fines and penalties or adverse publicity and could cause our investors to lose trust in us, which could have an adverse effect on our reputation as well as our business, financial condition and results of operations.

There can be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our systems and information.

We are subject to risks from climate change and natural disasters such as earthquakes and severe weather conditions.

Our properties are located in areas that may be subject to climate change and natural disasters, such as earthquakes and wildfires, and severe weather conditions. Climate change and natural disasters, including rising sea levels, flooding, extreme weather, and changes in precipitation and temperature, may result in physical damage to, or a total loss of, our properties located in areas affected by these conditions, including those in low-lying areas close to sea level, and/or decreases in demand, rent from, or the value of those properties. In addition, we may incur material costs to protect these properties, including increases in our insurance premiums as a result of the threat of climate change, or the effects of climate change, and may not be covered by our insurance policies. Additionally, the occurrence of natural disasters could affect our ability to carry on business functions that are critical to our financial and operational viability.

The extent of our casualty losses and loss in operating income in connection with such events is a function of the severity of the event and the total amount of exposure in the affected area. When we have a geographic concentration of exposures, a single catastrophe (such as an earthquake) affecting an area in which we have a significant concentration of properties, such as in Texas, California, Ohio, Arizona, Georgia, Illinois or New Jersey, could have a material adverse effect on us. We also own at least one property near an earthquake fault line. As a result, our operating and financial results may vary significantly from one period to the next, and our financial results may be adversely affected by our exposure to losses arising from climate change, natural disasters or severe weather conditions.

Corporate responsibility, specifically related to environmental, social, and governance ("ESG") factors, may impose additional costs and expose us to new risks.

Investors and other stakeholder have become more focused on understanding how companies address a variety of ESG factors. Certain organizations that provide corporate governance and other corporate risk information to investors and shareholders have developed scores and ratings to evaluate companies and investment funds based upon ESG or "sustainability" metrics. Many investment funds focus on positive ESG business practices and sustainability scores when making investments and may consider a company's sustainability score as a reputational or other factor in making an investment decision. In addition, investors, particularly institutional investors, use these scores to benchmark companies against their peers, and if a company is perceived as lagging, these investors may engage with companies to require improved ESG disclosure or performance. We may face reputational damage in the event our corporate responsibility procedures or standards do not meet the standards set by various constituencies. A low sustainability score could result in a negative perception of the Company, or exclusion of our common shares from consideration by certain investors.

We may be subject to litigation relating to our business, which could have a material adverse effect on our business, financial condition and results of operations and could result in significant defense costs and potentially significant judgments against us.

We may be subject to litigation relating to our business including securities class action litigation following any period of volatility in the price of our common shares. Some of these claims may result in significant defense costs and potentially significant judgments against us, some of which we may not be insured against. While we generally intend to vigorously defend ourselves against such claims, we cannot be certain of the ultimate outcomes of claims that may be asserted against us. Unfavorable resolution of such litigation may result in our having to pay significant fines, judgments, or settlements, which, if uninsured—or if the fines, judgments and settlements exceed insured levels—would adversely impact our cash flows, thereby negatively impacting our ability to service debt and pay dividends to our shareholders, which may have a material adverse effect on our business, financial condition and results of operations. Certain litigation, or the resolution of certain litigation, may affect the availability or cost of some of our insurance coverage, expose us to increased risks that would be uninsured, or adversely impact our ability to attract officers and trustees, each of which may have a material adverse effect on our business, financial condition and results of operations, as well as divert the attention of management.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not Applicable.

ITEM 1C. CYBERSECURITY

Cybersecurity Risk Management and Strategy

The cybersecurity risk management program, processes and strategy described in this section are limited to the personal and business information belonging to or maintained by the Company (collectively, "Confidential Information"), our own third-party critical systems and services supporting or used by the Company (collectively, "Critical Systems"), and Service Providers. The Company's subsidiaries lease to and, in some instances, manage for our tenants the properties we own, but we do not have actual or contractual access to the systems or information maintained or used by our tenants. Our tenants are directly or indirectly (through their own service providers) responsible for maintaining programs and processes to protect their systems and information from various risks from cybersecurity threats.

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our Confidential Information and Critical Systems. Our cybersecurity risk management program is integrated into our overall enterprise risk management program and includes a cybersecurity incident response plan.

We design and assess our program based on the information security standards published by the International Organization for Standardization 27002 ("ISO 27002"). This does not imply that we meet any particular technical standards, specifications, or requirements, but only that we use the ISO 27002 as a guide to help us identify, assess, and manage cybersecurity risks relevant to our business.

Our cybersecurity risk management program includes:

- risk assessments designed to help identify material cybersecurity risks to our Confidential Information, Critical Systems and the broader enterprise IT environment;
- a security team principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity incidents;
- the use of Service Providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls;
- cybersecurity awareness and spear-phishing resistance training of our employees, incident response personnel, and senior management;
- a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and
- a vendor management policy for Service Providers.

We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. We face risks from cybersecurity threats that, if realized, could have a material adverse effect on us including an adverse effect on our business, financial condition and results of operations. See "Risk Factors—General Risks—Cybersecurity risks and cyber incidents or the failure to comply with laws and regulations concerning data privacy and security may adversely affect our business by causing a disruption to our operations, a compromise or corruption of our confidential information, and/or damage to our business relationships, any of which could have a material adverse effect on us."

Cybersecurity Governance

Our executive management team, along with our managed information technology Service Provider, Strebe Corporation, a California corporation d/b/a Connetic ("Connetic"), is responsible for assessing and managing risks from cybersecurity threats to the Company, including our Confidential Information and Critical Systems. The team has primary responsibility for our overall cybersecurity risk management program. Our management team works closely with Connetic, which has provided information technology support, security audit and on-call services to financial industry participants for more than 25 years.

Our management team meets with Connetic regularly to discuss then-current cybersecurity issues, which may include efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, including threat intelligence and other information obtained from governmental, public or private sources, and external service providers engaged by us; and alerts and reports produced by security tools deployed in the information technology environment including a spear-phishing report.

Our Board considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee of the Board (the "Audit Committee") oversight of cybersecurity and other information technology risks. The Audit Committee oversees management's implementation of our cybersecurity risk management program.

The Audit Committee receives periodic reports from management or Connetic on our cybersecurity risks and cybersecurity risk management program. In addition, the executive management team is responsible for updating the Audit Committee, as necessary, regarding significant cybersecurity incidents.

The Audit Committee reports to the full Board regarding its activities, including those related to cybersecurity. The full Board also receives period reports from management or Connetic on our cybersecurity risks and cybersecurity risk management program. The full Board members receives presentations on cybersecurity topics from Connetic as part of the Board's continuing education on topics that impact public companies.

ITEM 2. PROPERTIES

As of **December 31, 2022** **December 31, 2023**, we owned a fee simple interest in **66** and a **ground** leasehold interest in **75** and **65** properties, **respectively**, encompassing approximately **19.9 million** **17.9 million** rentable square feet. See Part IV, Item 15. "Exhibits, Financial Statement Schedules—Schedule III—Real Estate and Accumulated Depreciation and Amortization," of this Annual Report on Form 10-K for a detailed listing of our properties. See Note 5, *Debt*, to our consolidated financial statements included in this Annual Report on Form 10-K for more information about our indebtedness secured by our properties.

Revenue Concentration

No lessee or property, based on Annualized Base Rent as of December 31, 2022, pursuant to the respective in-place leases, was greater than 7.3% as of December 31, 2022. By State:

The percentage of Annualized Base Rent as of **December 31, 2022** **December 31, 2023**, by state, based on the respective in-place leases, is as follows (dollars in thousands):

State	State	Annualized Base Rent (unaudited)	Number of Properties (2)	Percentage of Annualized Base Rent	State	Annualized Base Rent (unaudited)	Number of Properties (2)	Percentage of Annualized Base Rent
Arizona	Arizona	\$ 22,069	7	9.9 %	Arizona	\$ 23,336	7	11.9 %
New Jersey	New Jersey	18,862	5	8.4				
Texas		18,212	6	8.1				
Colorado								
Ohio								
Massachusetts	Massachusetts	16,673	5	7.4				
California	California	16,450	4	7.3				
Colorado		16,060	6	7.2				
Ohio		13,023	5	5.8				
Alabama								
South Carolina	South Carolina	11,843	4	5.3				
Alabama		11,153	2	5.0				
Virginia		10,374	3	4.6				
North Carolina								
Illinois								
Subtotal								
All Others (1)	All Others (1)	69,223	34	31.0				
Total	Total	\$ 223,942	81	100.0 %	Total	\$ 196,731	71	100.0 %

(1) All others account for **4.0%** **3.9%** or less of total Annualized Base Rent on an individual state basis.

(2) Includes properties held for sale and sold subsequent to **year-end**; excludes properties in the Office Joint Venture. **year-end**.

By Industry:

The percentage of Annualized Base Rent as of **December 31, 2022** **December 31, 2023**, by industry, based on the respective in-place leases, is as follows (dollars in thousands):

Industry ⁽¹⁾	Industry ⁽¹⁾⁽²⁾	Annualized Base Rent (unaudited)	Number of Lessees	Percentage of Annualized Base Rent	Industry ⁽¹⁾⁽³⁾	Annualized Base Rent (unaudited)	Number of Lessees	Percentage of Annualized Base Rent
Capital Goods	Capital Goods	\$ 34,218	15	15.3 %	Capital Goods	\$ 32,436	15	16.5 %
Consumer Services	Consumer Services	21,199	5	9.5				
Materials	Materials	19,816	5	8.8				
Food, Beverage & Tobacco	Food, Beverage & Tobacco	16,455	3	7.3				
E-Commerce		16,312	1	7.3				
Energy		15,895	3	7.1				
Commercial & Professional Services								
Utilities								
Retailing								
Technology								
Hardware & Equipment								
Diversified Financials								
Health Care Equipment & Services	Health Care Equipment & Services	13,825	6	6.2				
Commercial & Professional Services		12,401	7	5.5				
Consumer Durables & Apparel		11,751	4	5.2				
Utilities		11,085	2	4.9				
Subtotal								
All others ⁽²⁾	All others ⁽²⁾	50,985	23	22.9				
Total	Total	\$ 223,942	74	100.0 %	Total	\$ 196,731	67	100.0 %

(1) Industry classification based on the Global Industry Classification Standard.

[Table of Contents](#)

(2) All others account No individual industry included within "all others" accounts for 4.3% or less more than 4.4% of total Annualized Base Rent on an individual industry basis, Rent.

(3) Includes properties held for sale and sold subsequent to year-end; excludes properties in year-end.

Top Ten Tenants:

Pursuant to the Office Joint Venture.

The percentage respective in-place leases, no lessee or property generated more than 5.9% of our total Annualized Base Rent as of December 31, 2022 December 31, 2023. As of December 31, 2023, for the our top 10 tenants based on the respective in-place leases, is as follows (dollars in thousands):

Tenant ⁽¹⁾	Annualized Base Rent (unaudited)	Percentage of Annualized Base Rent
Amazon	\$ 16,312	7.3 %
Keurig Dr. Pepper	11,419	5.1 %
Wood Group	10,050	4.5 %
Southern Company Services	9,043	4.0 %

LPL	8,552	3.8 %
Freeport McMoRan	7,867	3.5 %
Maxar Technologies	7,535	3.4 %
RH	7,340	3.3 %
Wyndham Hotels & Resorts	7,265	3.2 %
McKesson	5,973	2.7 %

(1) Excludes properties in the Office Joint Venture.

The tenant lease expirations by year based on Annualized Base Rent as of December 31, 2022 are as follows (dollars in thousands):

Year of Lease Expiration ⁽¹⁾⁽²⁾	Annualized Base Rent (unaudited)	Number of Leases	Approx. Square Feet	Percentage of Annualized Base Rent
2023	\$ 6,583	3	746,600	2.9 %
2024	24,003	11	2,357,400	10.7
2025	9,242	7	869,400	4.1
2026	12,567	4	1,449,100	5.6
2027	14,179	7	570,700	6.3
2028	20,990	14	2,233,700	9.4
>2028	136,378	41	10,763,600	61.0
Vacant	—	—	896,600	—
Total	\$ 223,942	87	19,887,100	100.0 %

Tenant	Annualized Base Rent (unaudited)	Percentage of Annualized Base Rent
Keurig Dr. Pepper	\$ 11,532	5.9 %
Southern Company	9,224	4.7 %
LPL	8,701	4.4 %
Amazon	8,590	4.4 %
Freeport McMoRan	7,867	4.0 %
Maxar Technologies	7,723	3.9 %
RH	7,487	3.8 %
Wyndham Hotels & Resorts	7,392	3.8 %
McKesson	6,123	3.1 %
Travel & Leisure, Co.	5,826	3.0 %
Subtotal	80,465	41.0 %
All Others ⁽¹⁾	116,266	59.0 %
Total	\$ 196,731	100.0 %

(1) No individual tenant included within "All others" account for more than 2.8% of Annualized Base Rent.

Lease Expirations:

As of December 31, 2023, our lease expirations by year are as follows (dollars in thousands):

Year of Lease Expiration ⁽¹⁾⁽²⁾	Annualized Base Rent (unaudited)	Number of Leases	Approx. Square Feet	Percentage of Annualized Base Rent
2024	\$ 17,045	9	1,398,500	8.7 %
2025	8,090	7	788,700	4.1
2026	13,308	4	1,449,100	6.8
2027	14,349	7	570,700	7.3
2028	18,726	11	2,027,200	9.5
2029	38,756	10	2,394,100	19.7

>2029	86,457	31	8,595,800	43.9
Leased Amenity Space	—	—	2,000	—
Vacant	—	—	642,800	—
Total	\$ 196,731	79	17,868,900	100.0 %

- (1) Expirations that occur on the last day of the month year are shown as expiring in the subsequent month, year.
- (2) Includes properties held for sale and sold subsequent to year-end; excludes properties in the Office Joint Venture, year-end.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we the Company may become subject to legal and regulatory proceedings, claims and litigation arising in the ordinary course of our business. We are The Company is not a party to, nor is the Company aware of any material pending legal proceedings nor are we aware is any property of the Company subject to any material pending or threatened litigation that would have a material adverse effect on our business, operating results, cash flows or financial condition should such litigation be resolved unfavorably. legal proceedings.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Our common stock is listed on the NYSE under the ticker symbol "PKST". As of March 24, 2023February 20, 2024, we had approximately 62,124 Class T common shares, 200 Class S common shares, 4,668 Class D common shares, 212,424 Class I common shares, 2,714,120 Class A common shares, 5,272,834 Class AA common shares, 102,993 Class AAA common shares and 27,629,649 Class E common shares outstanding, including common shares issued pursuant to our DRP and share distributions held by a total there were 11,616 holders of approximately 58,000 shareholders record of record. There is currently no established public trading market for our common shares. Therefore, if stock. Certain shares of our Company are held in "street" name and accordingly, the proposed Listing number of beneficial owners of such shares is not completed, there is known or included in the foregoing numbers.

Dividends

We intend to pay dividends on a risk that a shareholder may not be able to sell our shares quarterly basis at a time or price acceptable to the shareholder, or at all.

Pursuant to the terms discretion of our charter, certain restrictions are imposed on the ownership and transfer of shares.

As described in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations," we expect to pay distributions regularly Board, unless our results of operations, our general financial condition, general economic conditions, or other factors inhibit us from doing so. Distributions will be authorized at the discretion of our Board, which will be directed, in substantial part, by its obligation to cause us to comply with the REIT requirements of the Code.

Recent Sales of Unregistered Securities

During the year ended December 31, 2022December 31, 2023, there were no sales of unregistered securities.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Prior to its suspension in February 2023 in anticipation the listing of the proposed Listing, Company's shares on the New York Stock Exchange (the "Listing"), the Company had adopted the SRP share redemption program (as amended and restated, the "SRP") that enabled shareholders to sell their shares to the Company in limited circumstances. The Pursuant to the terms of the SRP, was suspended on October 1, 2021 but resumed on a limited basis on August 5, 2022 (i.e., limited to redemptions in connection with a holder's death, disability or incompetence) with the cap on quarterly redemptions tied to a dollar amount to be set by the Board and disclosed by the Company. Quarterly redemptions were capped at \$5 million (or some other quarterly or annual amount determined by the Board and announced at least 10 business days before the applicable redemption date). In addition, during any calendar year, with respect to each share class, the Company was permitted to redeem no more than 5% of the weighted-average weighted average number of shares of such class outstanding during the prior calendar year, year, and the Company would redeem shares as of the last business day of each quarter (with quarterly redemptions capped at \$5 million) at a price equal to the most recently published net asset value ("NAV") per share for the applicable class prior to quarter end. The SRP was suspended during certain periods prior to Listing and terminated in connection with the Listing. During the year ended December 31, 2023, the Company redeemed 941 shares.

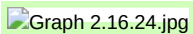
Issuances Under Equity Compensation Plans

Our equity compensation plan information required by this item are incorporated by reference to the information in Part III, Item 12 of this Annual Report on Form 10-K.

Share Performance

The information below shall not be deemed to be "soliciting material" or to be "filed" with the SEC or subject to Regulation 14A or 14C, other than as provided in Item 201 of Regulation S-K, or to the liabilities of Section 18 of the Exchange Act, except to the extent we specifically request that such information be treated as soliciting material or specifically incorporate it by reference into a filing under the Securities Act or the Exchange Act.

The following performance graph is a comparison of the cumulative return of our common shares for the period from our Listing through December 31, 2023. The graph also shows the cumulative total returns of the Standard and Poor's 500 Index ("S&P 500"), and industry peer groups during the same period. The historical information set forth on the following performance graph is not necessarily indicative of future performance.

Graph 2.16.24.jpg

Forfeitures

During the quarter ended December 31, 2022, we redeemed 2023, the Company repurchased shares under the SRP as follows: follows:

For the Month Ended	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) That May Yet be Purchased Under the Plans or Programs
October 31, 2022	—	\$ —	—	—
November 30, 2022	8,633	\$ 66.60	—	—
December 31, 2022	66,247	\$ 66.78	—	(1)

For the Month Ended	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) That May Yet be Purchased Under the Plans or Programs
October 31, 2023	—	\$ —	—	—
November 30, 2023	—	\$ —	—	—
December 31, 2023	58,982 (1)	\$ 19.92	—	—

(1) For a description of the maximum number Consists of shares withheld (i.e. forfeited) pursuant to provisions of employee benefit plans that may be purchased under our SRP, see Note 9, Equity, permit the repurchase of shares to our consolidated financial statements included in this Annual Report on Form 10-K.satisfy statutory tax withholding obligations.

ITEM 6. [Reserved]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following "Management's Discussion and Analysis of Financial Condition and Results of Operations" should be read in conjunction with the Company's consolidated financial statements and the notes thereto contained in this Annual Report on Form 10-K.

Overview

Peakstone Realty Trust is an internally managed, publicly registered traded real estate investment trust ("REIT") that owns and operates a high-quality, newer-vintage portfolio of predominantly single-tenant industrial and office properties. properties located in diverse, strategic growth markets. These assets are generally leased to creditworthy tenants under long-term net lease agreements with contractual rent escalations. The

PKST OP, L.P., our operating partnership (the "Operating Partnership"), owns, directly and indirectly all of the Company's assets. As of December 31, 2023, the Company owned approximately 91.8% of the outstanding common units of limited partnership interest in the Operating Partnership ("OP Units").

As of December 31, 2023, the Company's wholly-owned portfolio contains properties with key characteristics, including difficult-to-replicate locations and significant tenant investment in the building, which the Company believes make these properties more essential to the tenants. Nearly 75% (i) consisted of the Annualized Base Rent (as defined below) from our wholly-owned portfolio is generated from 71 properties located in coastal and sun belt markets, areas where we believe demographic drivers such as strong median household income and educational attainment create a more favorable economic backdrop.

The Company, founded in 2009 and headquartered in Los Angeles, California, is led by an experienced, cycle-tested management team that, through equity ownership, is financially aligned with shareholders. Our executive management team has an average of approximately 34 years of commercial real estate experience and decades of experience operating public companies. In addition to the executive team, the Company's nine senior real estate professionals average approximately 23 years of experience, and the entire senior real estate team has averaged nine years of experience working together. The team has extensive knowledge of the Company's existing portfolio and has nurtured a broad network of long-standing industry relationships, especially in the markets where the Company's properties are located.

On March 1, 2021, we completed our acquisition of Cole Office & Industrial REIT (CCIT II), Inc. for approximately \$1.3 billion, including transaction costs, in a stock-for-stock transaction. On July 1, 2021, we changed our name from Griffin Capital Essential Asset REIT, Inc. to Griffin Realty Trust, Inc. and our operating partnership changed its name from Griffin Capital Essential Asset Operating Partnership L.P. to GRT OP, L.P.

On August 26, 2022, we completed the Office Portfolio Sale for a sale price of approximately \$1.1 billion. On December 27, 2022, we completed the Companion Office Portfolio Sale, for a sale price of approximately \$170.4 million.

On February 21, 2023, we announced our intention to list our common shares on the New York Stock Exchange (the "Listing"). We expect the Listing to occur on or about April 13, 2023, subject to, among other things, obtaining approval from the NYSE to list our common shares.

In connection with the Office Portfolio Sale, we invested \$159.9 million for a 49% interest in the Office Joint Venture in which we are a member. In connection with the Companion Office Portfolio Sale, we invested an additional \$24.3 million in the Office Joint Venture. Our obligation to the Office Joint Venture is generally limited to such investments, and we are not obligated to make any capital contributions. The Office Joint Venture, through various subsidiary borrowers, obtained acquisition financing for the Office Portfolio Sale comprised of (a) a \$736.0 million mortgage loan (the "Mortgage Loan"), and (b) a \$194.8 million mezzanine loan (the "Mezzanine Loan", and together with the Mortgage Loan, the "Office JV Loans"). The initial maturity date of the Office JV Loans is September 9, 2023, subject to two, one-year extension options. The interest rates during the initial term of the Mortgage Loan and the Mezzanine Loan are Term SOFR (1-month) (with a 3% interest rate cap on SOFR) + 3.635% (subject to a 0.25% increase during each extension term) and Term SOFR (1-month) with a 3% interest rate cap on SOFR + 6.574% (subject to a 0.25% increase during each extension term), respectively.

The Office Joint Venture, through various subsidiary borrowers, also obtained acquisition financing for the Companion Office Portfolio Sale comprised of a \$142.1 million mortgage loan, having an initial maturity date of January 6, 2024 (subject to two, one-year extension options), and an interest rate during the initial term of Term SOFR (1-month) with a 4% interest rate cap on SOFR + 4.25% (subject to a 0.25% increase during each extension term). We have not guaranteed any debt obligations and have not otherwise committed to providing financial support in respect of the debt. In addition, we do not anticipate receiving any near-term cash flow distributions. Considering our limited economic exposure to the Office Joint Venture, we exclude interests in the assets in the Office Joint Venture from operating data (including annualized base rent and leasing and occupancy percentages).

In connection with the Office JV Loans, our Operating Partnership and GRT VAO Sub entered into a certain Put Agreement with JPM, pursuant to which JPM had the right to put to our Operating Partnership and GRT VAO Sub a portion of the Mezzanine Interest. On September 29, 2022, JPM sold to GRT VAO Sub the Mezzanine Interest for approximately \$34.4 million, which was included in the line item "Investments in unconsolidated entities" in the consolidated balance sheets. On December 23, 2022, we sold the Mezzanine Interest for \$31.0 million and recorded a loss of approximately \$3.6 million, which includes accrued interest and is presented in the "Net loss from investment in unconsolidated entities" in the consolidated statement of operations.

As of December 31, 2022, our wholly owned properties consisted of 81 properties in 24 states, and excludes the properties included in the Office Joint Venture, as discussed above. Our Annualized Base Rent as of December 31, 2022 is approximately \$223.9 million. As of December 31, 2022, our portfolio (ii) was approximately 95.5% 96.4% leased (based on square footage) and 94.8% occupied (based on square footage) with a weighted average remaining lease term ("WALT") of 7.11 approximately 6.5 years, and had a weighted average annual rent increases of (iii) generated approximately 2.0%. Approximately 61.5% of our \$196.7 million Annualized Base Rent ("ABR").

The Company reports the results of its wholly-owned portfolio in three segments which had the following characteristics as of December 31, 2023:

- December 31, 2022 Industrial: This segment (i) comprised 19 industrial properties and (ii) was 100% leased with a WALT of approximately 6.7 years.
- is expected Office: This segment (i) comprised 35 office properties and (ii) was 98.8% leased with a WALT of approximately 7.6 years.
- Other: This segment (i) comprised 17 properties and (ii) was 82.4% leased with a WALT of approximately 2.6 years.

Results of Operations

The Company's results of operations are primarily impacted by the Company's ability to be generated by properties leased re-lease space, dispose of and acquire and/or guaranteed, directly or indirectly, by companies that have investment grade credit ratings or what management believes are generally equivalent ratings. Management can provide no assurance as invest in select properties, all of which impact period-to-period comparisons.

Due to the comparability of these ratings methodologies or that any particular rating for a company is indicative of the rating that a single Nationally Recognized Statistical Rating Organization ("NRSRO") would provide in the event that it rated all companies for which the Company provides credit ratings; to the extent such companies are rated only by non-NRSRO ratings providers, such ratings providers may use methodologies that are different current remote and less rigorous than those applied by NRSROs; moreover, because we provide credit ratings for some companies that are non-guarantor parents of our tenants, such credit ratings may not be indicative of the creditworthiness of the relevant tenants.

Outlook

Demand hybrid work practices, demand for office space nationwide has declined and may continue to decline due decline. While we have seen some positive trends recently, office utilization remains down materially relative to the current pre-pandemic levels. Brand new office buildings (urban and suburban), with high walk-scores, immediate access to retail amenities and transportation hubs continue to attract tenants and market rental rates. In addition, challenging economic downturn, recent conditions and ongoing disruption volatility in the capital markets (including bank failures) throughout 2023 adversely impacted commercial real estate overall and, in particular, the office sector. These market conditions and the potential for increased capital costs and availability of debt and banking markets, bankruptcies, downsizing, layoffs, government regulations and restrictions on travel and permitted businesses operations that may financing, among other things, have driven many companies to be extended more reticent in duration and become recurring, increased usage making office or other real estate related investments. The potential for a reversal of teleworking arrangements and cost cutting resulting from interest rates by the pandemic, which could lead Fed has brought some relief to lower office occupancy. We expect such decline in demand investor sentiment, however, we are still seeing a negative investment psychology at this moment, especially for office space to have a negative product. All of these trends and uncertainties may adversely impact on our ability to renew and replace office leases as they expire, including office leases in more than a quarter of leases in our portfolio (as a percentage of Annualized Base Rent) that are scheduled to expire in the next three years. See "Revenue Concentration" above and "Results of Operations - Outlook" below. Further, our ability to sell our office assets may be limited in the current economic climate.

While we did not incur significant disruptions from the COVID-19 pandemic during the year ended December 31, 2022, we are unable to predict the impact that the COVID-19 pandemic and associated hybrid work practices will have on our Company's business, financial condition, results of operations and cash flows.

The Company's long-term objective is to maximize shareholder value through the ownership and operation of industrial and select office assets located in strategic growth markets. We are focused on maintaining a strong balance sheet that enables us to execute multi-channel investments across the risk and capital spectrum as they arise. It is our intention to continue to maximize our balance sheet flexibility through free cash flow generation and the execution of our strategic disposition plan. We seek to generate internal and external growth by increasing the cash flow from our properties and expanding our portfolio by making industrial-focused investments. To accomplish our objectives, we will leverage our experienced, operationally-minded and cycle-tested management team.

For a discussion of material trends and uncertainties that have impacted or may impact the Company's financial condition, results of operations or cash flows, see (i) the discussion above, and (ii) the risks highlighted in the "Risk Factors" section in Part I.

Segment Information

The Company internally evaluates all of the properties and interests therein as three reportable segments: Industrial, Office and Other. The Company evaluates performance of each segment based on segment net operating income ("NOI"), which is defined as property revenue less property expenses. The Company excludes the following from segment NOI because they are addressed on a corporate level: (i) the Office Joint Venture, (ii) interest expense, and (iii) general administrative expenses. Segment NOI is not a measure of operating income or cash flows from operating activities, is not indicative of cash available to fund cash needs and should not be considered an alternative to cash flows as a measure of liquidity. Not all companies calculate segment profit measures in the same manner. The Company considers segment NOI to be an appropriate supplemental measure to net income because it assists both investors and management in understanding the core operations and valuations of our properties.

Highlights

The following provides a summary of the significant developments related to our business during and subsequent to 2023:

Listing:

- On April 13, 2023, we listed our common shares on the New York Stock Exchange ("NYSE").

Transaction Activity:

- Prior to the Listing, we sold two Industrial segment properties, and one Office segment property for approximately \$169.6 million in gross disposition proceeds and a net gain of approximately \$30.6 million.
- Subsequent to the Listing, we sold four Office segment properties and four Other segment properties for approximately \$166.3 million in gross disposition proceeds and recognized a net loss of approximately \$1.4 million.

Leasing Activity:

- During the year ended December 31, 2023, we executed seven new and renewal leases within our Industrial and Office segments with a combined 1.2 million square feet.

Financing:

- In 2023, we paid off the outstanding principal balance for following loans: (i) the \$19.1 million HealthSpring Mortgage Loan; (ii) the \$400.0 million 2024 Term Loan; and (iii) the \$17.1 million Samsonite Loan.
- On December 22, 2023, we entered into an agreement with AIG that is intended to facilitate the disposition of the mortgaged properties under the AIG Loans, without regard to the original release prices, and support the repayment of both AIG Loans.
- As of December 31, 2023, the Revolving Loan Maturity Date was March 30, 2024 (with two extension options to January 31, 2026, subject to the satisfaction of certain customary conditions, the first of which we exercised subsequent to year-end and described below).

Equity:

- On April 10, 2023, the Company redeemed all 5,000,000 Series A Preferred Shares for a redemption payment of \$125.0 million and accumulated unpaid dividends of approximately \$2.4 million.
- On August 2, 2023, we entered into a \$200.0 million at-the-market equity offering program ("ATM").

Subsequent Events:

- On January 31, 2024, the Company sold one held-for-sale property in the Office segment for a sales price of \$30.0 million, including the issuance of a \$15.0 million, one-year promissory note in connection with the sale.
- On February 12, 2024, we exercised an option to extend the Revolving Loan Maturity Date, which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

Reconciliation of Net Loss to Same Store NOI

Total net loss for the years ended December 31, 2023 and December 31, 2022 was \$605.1 million and \$441.4 million, respectively. The following table reconciles net loss to Same Store NOI for the years ended December 31, 2023 and December 31, 2022, (dollars in thousands):

	Year Ended December 31,	
	2023	2022
Reconciliation of Net Loss to Same Store NOI		

Net loss	\$	(605,102)	\$	(441,382)
General and administrative expenses		42,962		38,995
Corporate operating expenses to related parties		1,154		1,349
Real estate impairment provision		409,512		127,577
Goodwill impairment provision		16,031		135,270
Depreciation and amortization		112,204		190,745
Interest expense		65,623		84,816
Debt breakage costs		—		13,249
Other (income) expense, net		(13,111)		943
Net loss from investment in unconsolidated entity		176,767		9,993
(Gain) loss from disposition of assets		(29,164)		139,280
Transaction expenses		24,982		22,386
Total NOI	\$	201,858	\$	323,221
Same Store Adjustments:				
Recently acquired properties		—		—
Recently disposed properties		(8,922)		(123,899)
Total Same Store NOI	\$	192,936	\$	199,322

Same Store Analysis

Comparison of the Years Ended December 31, 2023 and December 31, 2022

For the year ended December 31, 2023, our “Same Store” portfolio consisted of 71 properties, encompassing approximately 17.9 million square feet, with an acquisition value of \$3.0 billion and Annualized Base Rent as of December 31, 2023 of \$196.7 million. Our Same Store portfolio includes properties which were held for a full period for all periods presented. The following table provides a comparative summary of the results of operations for the 71 properties for the years ended December 31, 2023 and 2022 (dollars in thousands):

	Year Ended December 31,		Increase/ (Decrease)	Percentage Change
	2023	2022		
Industrial Same Store NOI				
Total Industrial revenues	\$ 56,951	\$ 56,467	\$ 484	1 %
Industrial operating expenses	(7,622)	(7,517)	(105)	1 %
Industrial NOI	49,329	48,950	379	1 %
Office Same Store NOI				
Total Office revenues	134,214	139,112	(4,898)	(4)%
Office operating expenses	(22,244)	(20,861)	(1,383)	7 %
Office NOI	111,970	118,251	(6,281)	(5)%
Other Same Store NOI				
Total Other revenues	48,733	46,245	2,488	5 %
Other operating expenses	(17,096)	(14,124)	(2,972)	21 %
Other NOI	31,637	32,121	(484)	(2)%
Total Same Store NOI	\$ 192,936	\$ 199,322	\$ (6,386)	(3)%

NOI

Total Same Store NOI decreased by \$6.4 million, or 3%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022, consisting of:

An increase in Industrial segment Same Store NOI by \$0.4 million, or 1%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022, primarily due to numerous uncertainties. As of March 15, 2023 new leasing activity at one property.

A decrease in Office segment Same Store NOI by \$6.3 million, we have received approximately 100% of our portfolio rent payments or 5%, for the full year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to a \$7.4 million decrease in termination income compared to prior year offset by approximately \$1.2 million related to net leasing activity in 2023.

A decrease in Other segment Same Store NOI by \$0.5 million, or 2%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to an increase of non-recoverable operating expenses at one property.

Portfolio Analysis

Comparison of the Years Ended December 31, 2023 and 2022.

For the years ended December 31, 2023 and 2022, the Company recorded a net loss of \$605.1 million and \$441.4 million. The following table reconciles net loss to NOI for the year ended December 31, 2023 and 2022 (dollars in thousands):

	Year Ended December 31,			
			Increase/(Decrease)	Percentage Change
	2023	2022		
Reconciliation of Net (Loss) Income to NOI				
Net (loss) income	\$ (605,102)	\$ (441,382)	\$ (163,720)	37 %
General and administrative expenses	42,962	38,995	3,967	10 %
Corporate operating expenses to related parties	1,154	1,349	(195)	(14)%
Real estate impairment provision	409,512	127,577	281,935	221 %
Goodwill impairment provision	16,031	135,270	(119,239)	(88)%
Depreciation and amortization	112,204	190,745	(78,541)	(41)%
Interest expense	65,623	84,816	(19,193)	(23)%
Debt breakage costs	—	13,249	(13,249)	(100)%
Other (income) expense, net	(13,111)	943	(14,054)	(1490)%
Net loss from investment in unconsolidated entity	176,767	9,993	166,774	1669 %
(Gain) loss from disposition of assets	(29,164)	139,280	(168,444)	(121)%
Transaction expenses	24,982	22,386	2,596	12 %
Total NOI	\$ 201,858	\$ 323,221	\$ (121,363)	(38)%

The following table provides further detail regarding segment NOI for the years ended December 31, 2023 and 2022 (dollars in thousands):

	Year Ended December 31,		Increase/Decrease	Percentage Change
	2023	2022		
Industrial NOI				
Total Industrial revenues	\$ 57,304	\$ 61,347	\$ (4,043)	(7)%
Industrial operating expenses	(7,655)	(7,870)	215	(3)%
Industrial NOI	49,649	53,477	(3,828)	(7)%
Office NOI				
Total Office revenues	142,734	297,110	(154,376)	(52)%
Office operating expenses	(24,295)	(66,143)	41,848	(63)%
Office NOI	118,439	230,967	(112,528)	(49)%
Other NOI				
Total Other revenues	54,246	58,029	(3,783)	(7)%
Other operating expenses	(20,476)	(19,252)	(1,224)	6 %
Other NOI	33,770	38,777	(5,007)	(13)%
Total NOI	\$ 201,858	\$ 323,221	\$ (121,363)	(38)%

NOI

Total NOI decreased by \$121.4 million, or 38%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022, consisting of:

A decrease in Office segment NOI by \$112.5 million, or 49%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to (i) the dispositions of 48 Office segment properties in 2022 and January (ii) the disposition of five Office segment properties in 2023.

A decrease in Other segment NOI by \$5.0 million, or 13% for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to the sale of four Other segment properties in 2023.

A decrease in Industrial segment NOI by \$3.8 million, or 7%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022 primarily due to the sale of two Industrial segment properties in 2023 prior to the Listing.

General and February Administrative Expenses

General and administrative expenses increased approximately \$4.0 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to increases in employee severance expenses (including legal fees).

Corporate Operating Expense to Related Parties

Corporate operating expenses to related parties decreased approximately \$0.2 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 due to the amendments and subsequent termination of the Administrative Services Agreement in 2023, which reduced the total services provided.

Impairment Provision, Real Estate

Impairment provision, real estate increased approximately \$281.9 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to the impairment of seventeen properties in 2023 compared to the impairment of eleven properties in 2022. The impairment of seventeen properties in 2023 was primarily related to changes to anticipated hold periods, estimated selling prices, and potential vacancies.

Impairment Provision, Goodwill

The Company recorded a \$16.0 million goodwill impairment related to its Other reporting unit as of December 31, 2023, compared to a \$135.3 million goodwill impairment related to its Office reporting unit in the year ended December 31, 2022. During the year ended December 31, 2023, the impairment resulted from a decline in fair value of the underlying properties within the Other reporting unit, particularly as we continue to execute on our strategic disposition plan under current market conditions.

Depreciation and Amortization

Depreciation and amortization decreased approximately \$78.5 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to (i) the sale of 48 Office segment properties 2022 and the sale of eleven total properties across all segments in 2023; (ii) accelerated amortization due to amended, naturally expiring and early terminated leases; and (iii) real estate impairments, which lowered the depreciable book bases of the impaired assets.

Interest Expense

Interest expense decreased approximately \$19.2 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The primary reasons for the decrease related to the following activity: (i) in 2022, the payoff of approximately \$1.0 billion of debt, consisting of two mortgage loans, the 2023 Term Loan, and the pay down of the Revolving Credit Facility; and (ii) in 2023, the payoff of approximately \$441.3 million of debt, consisting two mortgage loans and the 2024 Term Loan; offset by (iii) a partial increase in interest expense related to the \$400.0 million Revolving Loan, which was used to pay the 2024 Term Loan, and higher interest rates on unhedged variable debt in 2023.

Debt Breakage Costs

Debt breakage costs decreased approximately \$13.2 million for the year ended December 31, 2023 compared to the year ended December 31, 2022, which is entirely attributable to the prior year breakage costs for the early payoff of the Midland Mortgage Loan of \$0.9 million and the Bank of America Loan of \$12.3 million made in connection with the Office Portfolio Sale in 2022.

Net Loss from Investment in Unconsolidated Entity

Net loss from investment in unconsolidated entity increased approximately \$166.8 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022 due to the Company's investment in the Office Joint Venture, which was formed in August 2022. In September 2023, the Company recorded an other-than-temporary impairment ("OTTI") of approximately \$129.3 million for its investment in the Office Joint Venture, which represents a complete write-off of the Company's remaining investment balance. Subsequent to the OTTI, since the Company's basis in the Office Joint Venture is zero, the Company no longer records any equity income or losses from the Office Joint Venture.

Net Gain (Loss) from Disposition of Assets

Gain from disposition of assets increased approximately \$168.4 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The increase is primarily due to the net gain of \$29.2 million on the disposition of two Industrial segment properties, five Office segment properties, and four Other segment properties in 2023 compared to the net loss of \$139.3 million on the sale of the 48 Office segment properties during the year ended December 31, 2022.

Transaction Expenses

Transaction expenses for the year ended December 31, 2023 were \$24.9 million, which is an increase of approximately \$2.6 million compared to the year ended December 31, 2022 primarily due to fees and expenses relating to the Listing, including banking, advisory, and listing fees.

Comparison of the Years Ended December 31, 2022 and 2021.

Refer to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations" in our Form 10-K for the year ended December 31, 2022, filed with the SEC on March 24, 2023, for a discussion of the year ended December 31, 2022 compared to the year ended December 31, 2021.

Critical Accounting Estimates Results of Operations

We The Company's results of operations are primarily impacted by the Company's ability to re-lease space, dispose of and acquire and/or invest in select properties, all of which impact period-to-period comparisons.

Due to current remote and hybrid work practices, demand for office space nationwide has declined and may continue to decline. While we have established accounting estimates which conform seen some positive trends recently, office utilization remains down materially relative to GAAP pre-pandemic levels. Brand new office buildings (urban and suburban), with high walk-scores, immediate access to retail amenities and transportation hubs continue to attract tenants and market rental rates. In addition, challenging economic conditions and volatility in the United States capital markets (including bank failures) throughout 2023 adversely impacted commercial real estate overall and, in particular, the office sector. These market conditions and the potential for increased capital costs and availability of debt financing, among other things, have driven many companies to be more reticent in making office or other real estate related investments. The potential for a reversal of interest rates by the Fed has brought some relief to investor sentiment, however, we are still seeing a negative investment psychology at this moment, especially for office product. All of these trends and uncertainties may adversely impact the Company's business, financial condition, results of operations and cash flows.

The Company's long-term objective is to maximize shareholder value through the ownership and operation of industrial and select office assets located in strategic growth markets. We are focused on maintaining a strong balance sheet that enables us to execute multi-channel investments across the risk and capital spectrum as contained in they arise. It is our intention to continue to maximize our balance sheet flexibility through free cash flow generation and the FASB ASC. The preparation execution of our consolidated financial statements in accordance with GAAP requires strategic disposition plan. We seek to generate internal and external growth by increasing the cash flow from our properties and expanding our portfolio by making industrial-focused investments. To accomplish our objectives, we will leverage our experienced, operationally-minded and cycle-tested management to make estimates team.

For a discussion of material trends and assumptions uncertainties that affect the reported amounts of assets, liabilities, revenue and expenses. If our judgment have impacted or interpretation of the facts and circumstances relating to the various transactions had been different, it is possible that different estimates would have been applied, thus resulting in a different presentation of the financial statements. Additionally, other companies may use different estimates and assumptions that may impact the comparability of our Company's financial condition, and results of operations or cash flows, see (i) the discussion above, and (ii) the risks highlighted in the "Risk Factors" section in Part I.

Segment Information

The Company internally evaluates all of the properties and interests therein as three reportable segments: Industrial, Office and Other. The Company evaluates performance of each segment based on segment net operating income ("NOI"), which is defined as property revenue less property expenses. The Company excludes the following from segment NOI because they are addressed on a corporate level: (i) the Office Joint Venture, (ii) interest expense, and (iii) general administrative expenses. Segment NOI is not a measure of operating income or cash flows from operating activities, is not indicative of cash available to those companies, fund cash needs and should not be considered an alternative to cash flows as a measure of liquidity. Not all companies calculate segment profit measures in the same manner. The Company considers segment NOI to be an appropriate supplemental measure to net income because it assists both investors and management in understanding the core operations and valuations of our properties.

Highlights

The following critical accounting estimates discussion reflects what provides a summary of the significant developments related to our business during and subsequent to 2023:

Listing:

- On April 13, 2023, we believe are listed our common shares on the most significant estimates, assumptions, New York Stock Exchange ("NYSE").

Transaction Activity:

- Prior to the Listing, we sold two Industrial segment properties, and judgments one Office segment property for approximately \$169.6 million in gross disposition proceeds and a net gain of approximately \$30.6 million.
- Subsequent to the Listing, we sold four Office segment properties and four Other segment properties for approximately \$166.3 million in gross disposition proceeds and recognized a net loss of approximately \$1.4 million.

Leasing Activity:

- During the year ended December 31, 2023, we executed seven new and renewal leases within our Industrial and Office segments with a combined 1.2 million square feet.

Financing:

- In 2023, we paid off the outstanding principal balance for following loans: (i) the \$19.1 million HealthSpring Mortgage Loan; (ii) the \$400.0 million 2024 Term Loan; and (iii) the \$17.1 million Samsonite Loan.
- On December 22, 2023, we entered into an agreement with AIG that have had or are reasonably likely to have a material impact on our financial condition or our results of operations. This discussion of our critical accounting estimates is intended to supplement facilitate the description disposition of our accounting policies the mortgaged properties under the AIG Loans, without regard to the original release prices, and support the repayment of both AIG Loans.
- As of December 31, 2023, the Revolving Loan Maturity Date was March 30, 2024 (with two extension options to January 31, 2026, subject to the satisfaction of certain customary conditions, the first of which we exercised subsequent to year-end and described below).

Equity:

- On April 10, 2023, the Company redeemed all 5,000,000 Series A Preferred Shares for a redemption payment of \$125.0 million and accumulated unpaid dividends of approximately \$2.4 million.
- On August 2, 2023, we entered into a \$200.0 million at-the-market equity offering program ("ATM").

Subsequent Events:

- On January 31, 2024, the Company sold one held-for-sale property in the [footnotes](#) Office segment for a sales price of \$30.0 million, including the issuance of a \$15.0 million, one-year promissory note in connection with the sale.
- On February 12, 2024, we exercised an option to [our consolidated financial statements and](#) extend the Revolving Loan Maturity Date, which upon satisfaction or waiver of certain customary conditions, will extend to [provide additional insight into the information used by management when evaluating significant estimates, assumptions, and judgments. For further discussion on our significant accounting policies, see Note 2, Basis of Presentation and Summary of Significant Accounting Policies, to our consolidated financial statements included in this Annual Report on Form 10-K.](#) June 30, 2024.

Real Estate - Valuation Reconciliation of Net Loss to Same Store NOI

Total net loss for the years ended December 31, 2023 and [Purchase Price Allocation](#) December 31, 2022 was \$605.1 million and \$441.4 million, respectively. The following table reconciles net loss to Same Store NOI for the years ended December 31, 2023 and December 31, 2022, (dollars in thousands):

When we acquire operating

	Year Ended December 31,	
	2023	2022
Reconciliation of Net Loss to Same Store NOI		
Net loss	\$ (605,102)	\$ (441,382)
General and administrative expenses	42,962	38,995
Corporate operating expenses to related parties	1,154	1,349
Real estate impairment provision	409,512	127,577
Goodwill impairment provision	16,031	135,270
Depreciation and amortization	112,204	190,745
Interest expense	65,623	84,816
Debt breakage costs	—	13,249
Other (income) expense, net	(13,111)	943
Net loss from investment in unconsolidated entity	176,767	9,993
(Gain) loss from disposition of assets	(29,164)	139,280
Transaction expenses	24,982	22,386
Total NOI	\$ 201,858	\$ 323,221
Same Store Adjustments:		
Recently acquired properties	—	—
Recently disposed properties	(8,922)	(123,899)
Total Same Store NOI	\$ 192,936	\$ 199,322

Same Store Analysis

Comparison of the Years Ended December 31, 2023 and December 31, 2022

For the year ended December 31, 2023, our "Same Store" portfolio consisted of 71 properties, [we allocate](#) encompassing approximately 17.9 million square feet, with an acquisition value of \$3.0 billion and Annualized Base Rent as of December 31, 2023 of \$196.7 million. Our Same Store portfolio includes properties which were held for a full period for all periods presented. The following table provides a comparative summary of the [purchase price on an asset acquisition](#) results of operations for the 71 properties for the years ended December 31, 2023 and 2022 (dollars in thousands):

	Year Ended December 31,			
			Increase/ (Decrease)	Percentage Change
	2023	2022		
Industrial Same Store NOI				
Total Industrial revenues	\$ 56,951	\$ 56,467	\$ 484	1 %

Industrial operating expenses	(7,622)	(7,517)	(105)	1 %
Industrial NOI	49,329	48,950	379	1 %
Office Same Store NOI				
Total Office revenues	134,214	139,112	(4,898)	(4)%
Office operating expenses	(22,244)	(20,861)	(1,383)	7 %
Office NOI	111,970	118,251	(6,281)	(5)%
Other Same Store NOI				
Total Other revenues	48,733	46,245	2,488	5 %
Other operating expenses	(17,096)	(14,124)	(2,972)	21 %
Other NOI	31,637	32,121	(484)	(2)%
Total Same Store NOI	\$ 192,936	\$ 199,322	\$ (6,386)	(3)%

NOI

Total Same Store NOI decreased by \$6.4 million, or 3%, for the year ended December 31, 2023 as compared to the various components year ended December 31, 2022, consisting of:

An increase in Industrial segment Same Store NOI by \$0.4 million, or 1%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022, primarily due to new leasing activity at one property.

A decrease in Office segment Same Store NOI by \$6.3 million, or 5%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to a \$7.4 million decrease in termination income compared to prior year offset by approximately \$1.2 million related to net leasing activity in 2023.

A decrease in Other segment Same Store NOI by \$0.5 million, or 2%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to an increase of non-recoverable operating expenses at one property.

Portfolio Analysis

Comparison of the acquisition based upon Years Ended December 31, 2023 and 2022.

For the relative fair value years ended December 31, 2023 and 2022, the Company recorded a net loss of each component. \$605.1 million and \$441.4 million. The components typically include land, building following table reconciles net loss to NOI for the year ended December 31, 2023 and improvements, tenant improvements, intangible assets 2022 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2023	2022		
Reconciliation of Net (Loss) Income to NOI				
Net (loss) income	\$ (605,102)	\$ (441,382)	\$ (163,720)	37 %
General and administrative expenses	42,962	38,995	3,967	10 %
Corporate operating expenses to related parties	1,154	1,349	(195)	(14)%
Real estate impairment provision	409,512	127,577	281,935	221 %
Goodwill impairment provision	16,031	135,270	(119,239)	(88)%
Depreciation and amortization	112,204	190,745	(78,541)	(41)%
Interest expense	65,623	84,816	(19,193)	(23)%
Debt breakage costs	—	13,249	(13,249)	(100)%
Other (income) expense, net	(13,111)	943	(14,054)	(1490)%
Net loss from investment in unconsolidated entity	176,767	9,993	166,774	1669 %
(Gain) loss from disposition of assets	(29,164)	139,280	(168,444)	(121)%
Transaction expenses	24,982	22,386	2,596	12 %
Total NOI	\$ 201,858	\$ 323,221	\$ (121,363)	(38)%

The following table provides further detail regarding segment NOI for the years ended December 31, 2023 and 2022 (dollars in thousands):

	Year Ended December 31,		Increase/Decrease	Percentage Change
	2023	2022		
Industrial NOI				

Total Industrial revenues	\$ 57,304	\$ 61,347	\$ (4,043)	(7)%
Industrial operating expenses	(7,655)	(7,870)	215	(3)%
Industrial NOI	49,649	53,477	(3,828)	(7)%
Office NOI				
Total Office revenues	142,734	297,110	(154,376)	(52)%
Office operating expenses	(24,295)	(66,143)	41,848	(63)%
Office NOI	118,439	230,967	(112,528)	(49)%
Other NOI				
Total Other revenues	54,246	58,029	(3,783)	(7)%
Other operating expenses	(20,476)	(19,252)	(1,224)	6 %
Other NOI	33,770	38,777	(5,007)	(13)%
Total NOI	\$ 201,858	\$ 323,221	\$ (121,363)	(38)%

NOI

Total NOI decreased by \$121.4 million, or 38%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022, consisting of:

A decrease in Office segment NOI by \$112.5 million, or 49%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to (i) the dispositions of 48 Office segment properties in 2022 and (ii) the disposition of five Office segment properties in 2023.

A decrease in Other segment NOI by \$5.0 million, or 13% for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to the sale of four Other segment properties in 2023.

A decrease in Industrial segment NOI by \$3.8 million, or 7%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022 primarily due to the sale of two Industrial segment properties in 2023 prior to the Listing.

General and Administrative Expenses

General and administrative expenses increased approximately \$4.0 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to increases in employee severance expenses (including legal fees).

Corporate Operating Expense to Related Parties

Corporate operating expenses to related parties decreased approximately \$0.2 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 due to the amendments and subsequent termination of the Administrative Services Agreement in 2023, which reduced the total services provided.

Impairment Provision, Real Estate

Impairment provision, real estate increased approximately \$281.9 million for the year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to the impairment of seventeen properties in 2023 compared to the impairment of eleven properties in 2022. The impairment of seventeen properties in 2023 was primarily related to above changes to anticipated hold periods, estimated selling prices, and below market leases, intangible assets potential vacancies.

Impairment Provision, Goodwill

The Company recorded a \$16.0 million goodwill impairment related to in-

place leases, debt and other assumed assets and liabilities. Transaction costs are capitalized its Other reporting unit as of December 31, 2023, compared to a component of \$135.3 million goodwill impairment related to its Office reporting unit in the cost of year ended December 31, 2022. During the asset acquisition.

We allocate year ended December 31, 2023, the purchase price to the relative impairment resulted from a decline in fair value of the tangible assets of a property by valuing underlying properties within the property Other reporting unit, particularly as if it were vacant. This "as-if vacant" value is estimated using an income, or discounted cash flow, approach that relies upon Level 3 inputs, which are unobservable inputs based we continue to execute on our assumptions about strategic disposition plan under current market conditions.

Depreciation and Amortization

Depreciation and amortization decreased approximately \$78.5 million for the assumptions a market participant would use. These Level 3 inputs include discount rates, capitalization rates, market rents year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to (i) the sale of 48 Office segment properties 2022 and comparable sales data for similar properties. Estimates the sale of future cash flows are based on a number of factors, including historical operating results, known eleven total properties across all segments in 2023; (ii) accelerated amortization due to amended, naturally expiring and anticipated trends, early terminated leases; and market and economic conditions.

In determining (iii) real estate impairments, which lowered the relative fair value of intangible lease assets or liabilities, we also consider Level 3 inputs. Acquired above- and below-market leases are valued based on the present value depreciable book bases of the difference between prevailing market rates impaired assets.

Interest Expense

Interest expense decreased approximately \$19.2 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The primary reasons for the decrease related to the following activity: (i) in 2022, the payoff of approximately \$1.0 billion of debt, consisting of two mortgage loans, the 2023 Term Loan, and the in-place rates measured over pay down of the Revolving Credit Facility; and (ii) in 2023, the payoff of approximately \$441.3 million of debt, consisting two mortgage loans and the 2024 Term Loan; offset by (iii) a period equal partial increase in interest expense related to the remaining term of \$400.0 million Revolving Loan, which was used to pay the lease 2024 Term Loan, and higher interest rates on unhedged variable debt in 2023.

Debt Breakage Costs

Debt breakage costs decreased approximately \$13.2 million for above-market leases and the initial term plus the term of any below-market fixed rate renewal options for below-market leases, if applicable. The estimated relative fair value of acquired in-place at-market tenant leases are the costs that would have been incurred year ended December 31, 2023 compared to lease the property to the occupancy level of the property at the date of acquisition. Such estimates include the value associated with leasing commissions, legal and other costs, as well as the estimated period necessary to lease such property that would be incurred to lease the property to its occupancy level at the time of its acquisition. Acquisition costs associated with an asset acquisition are capitalized as a component of the transaction.

The difference between the fair value and the face value of debt assumed in connection with an acquisition is recorded as a premium or discount and amortized to "interest expense" over the life of the debt assumed. The valuation of assumed liabilities is based on our estimate of the current market rates for similar liabilities in effect at the acquisition date.

For acquisitions that do not meet the accounting criteria of an asset acquisition, acquisition costs are expensed as incurred.

Impairment of Real Estate and Related Intangible Assets and Liabilities

We continually monitor events and changes in circumstances that could indicate that the carrying amounts of real estate and related intangible assets may not be recoverable. When indicators of potential impairment are present that indicate that the carrying amounts of real estate and related intangible assets may not be recoverable, management will assess the recoverability of the assets by determining whether the carrying value of the assets will be recovered through the undiscounted future operating cash flows expected from the use of the assets and the eventual disposition. If, based on this analysis, we do not believe that we will be able to recover the carrying value of the asset, we will record an impairment loss to the extent the carrying value exceeds the estimated fair value of the asset.

Projections of expected future undiscounted cash flows require management to estimate future market rental income amounts subsequent to the expiration of current lease agreements, property operating expenses, discount rates, the number of months it takes to re-lease the property and the number of years the property is held for investment. For the year ended December 31, 2022, which is entirely attributable to the prior year breakage costs for the early payoff of the Midland Mortgage Loan of \$0.9 million and the Bank of America Loan of \$12.3 million made in connection with the preparation and review Office Portfolio Sale in 2022.

Net Loss from Investment in Unconsolidated Entity

Net loss from investment in unconsolidated entity increased approximately \$166.8 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022 due to the Company's investment in the Office Joint Venture, which was formed in August 2022. In September 2023, the Company recorded an other-than-temporary impairment ("OTTI") of approximately \$129.3 million for its investment in the Office Joint Venture, which represents a complete write-off of the Company's financial statements, we recorded an impairment provision related Company's remaining investment balance. Subsequent to the building OTTI, since the Company's basis in the Office Joint Venture is zero, the Company no longer records any equity income or losses from the Office Joint Venture.

Net Gain (Loss) from Disposition of Assets

Gain from disposition of assets increased approximately \$168.4 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The increase is primarily due to the net gain of \$29.2 million on the disposition of two Industrial segment properties, five Office segment properties, and land four Other segment properties in 2023 compared to the net loss of \$139.3 million on eleven office properties. See Note 3, the sale of the 48 Office segment properties during the year ended December 31, 2022.

Transaction Expenses

Transaction expenses for the year ended December 31, 2023 were \$24.9 million, which is an increase of approximately \$2.6 million compared to the year ended December 31, 2022 primarily due to fees and expenses relating to the Listing, including banking, advisory, and listing fees.

Comparison of the Years Ended December 31, 2022 and 2021.

Real Estate, Refer to our consolidated financial statements included "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations" in this Annual Report on our Form 10-K for details.

Impairment of Goodwill

Goodwill arises from business combinations and represents the excess year ended December 31, 2022, filed with the SEC on March 24, 2023, for a discussion of the cost of an acquired entity over the net fair value amounts that were assigned year ended December 31, 2022 compared to the identifiable assets acquired and the liabilities assumed. The Company recorded goodwill as a result of the transaction that resulted in the internalization of GRT management in December 2018 ("Self-Administration Transaction") year ended December 31, 2021.

The Company's goodwill has an indeterminate life and is not amortized, but is tested for impairment on an annual basis for each reporting unit, or more frequently if events or changes in circumstances indicate that the asset is more likely than not impaired. On October 1st of each period, the Company performs a qualitative analysis to determine whether an impairment of goodwill exists prior to quantitatively determining the fair value of the reporting units in step one of the impairment test. If a quantitative assessment is deemed necessary, and to the extent the carrying amount of the reporting unit's allocated goodwill exceeds the unit's fair value, the Company recognizes an impairment of goodwill for the excess up to the amount of goodwill of that reporting unit.

Due to the Company's operating segment realignment in the fourth quarter of 2022 (refer to *Segment Information* within the *Results of Operations* below), the composition of its reporting units for the evaluation of goodwill impairment was changed and resulted in a quantitative assessment of goodwill impairment. Prior to the change, the Company tested the goodwill for impairment at the previous single reporting unit, which did not result in any impairment charge. Goodwill is now allocated across all three of the Company's Office, Industrial, and Other reporting units on a relative fair value basis, which is determined as the fair value of assets less liabilities for each reporting unit. Given this method, the fair value of real estate assets and mortgage loans included within each reporting unit were the significant components in determining relative fair value. The Company estimated the fair value of real estate assets using a discounted cash flow model, including forecasted future cash flows based on significant assumptions such as market rent, and the determination of appropriate discount and terminal capitalization rates. The Company estimated the fair value of the mortgage loans in each reporting unit by discounting each loan's principal balance over the remaining term of the mortgage using current borrowing rates available to the Company for debt instruments with similar terms and maturities. The Company determined that the amounts within the consolidated financial statements for the remaining assets and liabilities approximated fair value. For any corporate related amounts that were not specifically identifiable to any reporting unit, the Company allocated those amounts on a relative fair value basis using the specifically identified assets and liabilities.

As a result of the quantitative assessment as of December 31, 2022, the Company concluded that it was more likely than not that the fair value of the office reporting unit was less than the carrying amount, especially given the general decline in overall demand for office assets. Thus, the Company recorded a \$135.3 million goodwill impairment, which represents the entire amount of goodwill allocated to the office segment.

Recently Issued Accounting Pronouncements

See Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, to our consolidated financial statements included in this Annual Report on Form 10-K.

Results of Operations

Overview

Our The Company's results of operations are primarily impacted by the Company's ability to re-lease space, subject dispose of and acquire and/or invest in select properties, all of which impact period-to-period comparisons.

Due to expiring leases will current remote and hybrid work practices, demand for office space nationwide has declined and may continue to decline. While we have seen some positive trends recently, office utilization remains down materially relative to pre-pandemic levels. Brand new office buildings (urban and suburban), with high walk-scores, immediate access to retail amenities and transportation hubs continue to attract tenants and market rental rates. In addition, challenging economic conditions and volatility in the capital markets (including bank failures) throughout 2023 adversely impacted commercial real estate overall and, in particular, the office sector. These market conditions and the potential for increased capital costs and availability of debt financing, among other things, have driven many companies to be more reticent in making office or other real estate related investments. The potential for a reversal of interest rates by the Fed has brought some relief to investor sentiment, however, we are still seeing a negative investment psychology at this moment, especially for office product. All of these trends and uncertainties may adversely impact our the Company's business, financial condition, results of operations and cash flows.

The Company's long-term objective is affected to maximize shareholder value through the ownership and operation of industrial and select office assets located in strategic growth markets. We are focused on maintaining a strong balance sheet that enables us to execute multi-channel investments across the risk and capital spectrum as they arise. It is our intention to continue to maximize our balance sheet flexibility through free cash flow generation and the execution of our strategic disposition plan. We seek to generate internal and external growth by economic increasing the cash flow from our properties and competitive conditions in our markets. Leases that comprise approximately a quarter of the leases in expanding our portfolio are scheduled to expire by making industrial-focused investments. To accomplish our objectives, we will leverage our experienced, operationally-minded and cycle-tested management team.

For a discussion of material trends and uncertainties that have impacted or may impact the Company's financial condition, results of operations or cash flows, see (i) the discussion above, and (ii) the risks highlighted in the next three years, including approximately 2.9%, 10.7% and 4.1% of our Annualized Base Rent expiring "Risk Factors" section in 2023, 2024 and 2025, respectively. Part I. We assume, based upon internal renewal probability estimates, that some of our tenants will renew and others will vacate and the associated space will be re-let subject to market leasing assumptions.

Segment Information

In the fourth quarter of 2022, the The Company evolved the management strategy of its real estate portfolio to focus on three different property types in order to maximize the value internally evaluates all of the assets within each group. As a result, the Company changed to properties and interests therein as three reportable segments: Industrial, Office and Other. The Industrial Company evaluates performance of each segment consists based on segment net operating income ("NOI"), which is defined as property revenue less property expenses. The Company excludes the following from segment NOI because they are addressed on a corporate level: (i) the Office Joint Venture, (ii) interest expense, and (iii) general administrative expenses. Segment NOI is not a measure of high-quality, well-located industrial properties with modern specifications. The Office operating income or cash flows from operating activities, is not indicative of cash available to fund cash needs and should not be considered an alternative to cash flows as a measure of liquidity. Not all companies calculate segment consists of newer, high-quality, and business-essential office properties. The Other segment consists of vacant and non-core properties, together with other properties profit measures in the same cross-collateralized loan pools. This segment includes properties that are either non-stabilized, leased to tenants with shorter lease

terms or are being evaluated for repositioning, re-leasing or potential sale. manner. The Company recast its considers segment results for all prior periods presented NOI to show be an appropriate supplemental measure to net income because it assists both investors and management in understanding the three reportable segments. core operations and valuations of our properties.

Recent Developments Highlights

The following are provides a summary of the significant developments in related to our business during 2022 and since the end of 2022; subsequent to 2023:

Listing:

- On August 26, 2022 April 13, 2023, we sold a 41-property office portfolio located across the continental United States as part of the Office Portfolio Sale for a sale price of \$1.1 billion, less closing costs and other closing credits. In connection with the sale, we entered into the Office Joint Venture, in which we own a minority interest in the 41-property portfolio (see Note 4, Investment in Unconsolidated Entities to the consolidated financial statements);
- Upon the closing of the Office Portfolio Sale, we repaid approximately \$1.0 billion of outstanding debt primarily from the proceeds of property sales during the year;
- On September 23, 2022, we sold one property in Phoenix, Arizona for a sale price of \$93.0 million, less closing costs and other closing credits;
- On September 28, 2022, we executed a fifth amendment to listed our existing credit agreement, which extended the maturity date from September 28, 2022 to September 2023 (see Liquidity and Capital Resource section);
- On September 29, 2022, in connection with the Office JV Loans, we purchased an interest in the Mezzanine Loan for \$34.4 million;
- On November 30, 2022, we executed a sixth amendment to our existing credit agreement, which amended the covenant regarding Tangible Net Worth (see Liquidity and Capital Resource section);
- On December 22, 2022, we sold one property located in Birmingham, Alabama for total proceeds of \$33.3 million, less closing costs and other credits;
- On December 23, 2022, we sold the Mezzanine Interest, which we purchased for \$34.4 million, for \$31.0 million;
- On December 27, 2022, we sold a five-property office portfolio for a sale price of \$170.4 million and purchased additional interest in the Office Joint Venture (see Note 4, Investment in Unconsolidated Entities to the consolidated financial statements);
- On January 6, 2023, we sold one property located in Irvine, California for approximately \$40.0 million, less closing costs and other credits;
- On February 16, 2023, we sold one property located in Clinton, South Carolina for approximately \$19.3 million, less closing costs and other credits;
- On March 2, 2023, we sold one property located in Herndon, Virginia for approximately \$110.3 million, less closing costs and other credits;
- On March 21, 2023, we further extended the maturity date of the Revolving Credit Facility through January 2026, subject to, among other things, the Company completing a listing of its common shares on the New York Stock Exchange; Exchange ("NYSE").

Transaction Activity:

- Prior to the Listing, we sold two Industrial segment properties, and one Office segment property for approximately \$169.6 million in gross disposition proceeds and a net gain of approximately \$30.6 million.
- Subsequent to the Listing, we sold four Office segment properties and four Other segment properties for approximately \$166.3 million in gross disposition proceeds and recognized a net loss of approximately \$1.4 million.

Leasing Activity:

- During the year ended December 31, 2023, we executed seven new and renewal leases within our Industrial and Office segments with a combined 1.2 million square feet.

Financing:

- In connection with the Revolving Credit Facility extension, 2023, we prepaid paid off the outstanding principal balance (\$400,000,000) of our for following loans: (i) the \$19.1 million HealthSpring Mortgage Loan; (ii) the \$400.0 million 2024 Term Loan; and (iii) the \$17.1 million Samsonite Loan.
- On December 22, 2023, we entered into an agreement with AIG that is intended to facilitate the disposition of the mortgaged properties under the AIG Loans, without regard to the original release prices, and support the repayment of both AIG Loans.
- As of December 31, 2023, the Revolving Loan by drawing on our revolver. Maturity Date was March 30, 2024 (with two extension options to January 31, 2026, subject to the satisfaction of certain customary conditions, the first of which we exercised subsequent to year-end and described below).

Equity:

- On April 10, 2023, the Company redeemed all 5,000,000 Series A Preferred Shares for a redemption payment of \$125.0 million and accumulated unpaid dividends of approximately \$2.4 million.
- On August 2, 2023, we entered into a \$200.0 million at-the-market equity offering program ("ATM").

Subsequent Events:

- On January 31, 2024, the Company sold one held-for-sale property in the Office segment for a sales price of \$30.0 million, including the issuance of a \$15.0 million, one-year promissory note in connection with the sale.
- On February 12, 2024, we exercised an option to extend the Revolving Loan Maturity Date, which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

Reconciliation of Net Loss to Same Store NOI

Total net loss for the years ended December 31, 2023 and December 31, 2022 was \$605.1 million and \$441.4 million, respectively. The following table reconciles net loss to Same Store NOI for the years ended December 31, 2023 and December 31, 2022, (dollars in thousands):

	Year Ended December 31,	
	2023	2022
Reconciliation of Net Loss to Same Store NOI		
Net loss	\$ (605,102)	\$ (441,382)
General and administrative expenses	42,962	38,995
Corporate operating expenses to related parties	1,154	1,349
Real estate impairment provision	409,512	127,577
Goodwill impairment provision	16,031	135,270
Depreciation and amortization	112,204	190,745
Interest expense	65,623	84,816
Debt breakage costs	—	13,249
Other (income) expense, net	(13,111)	943
Net loss from investment in unconsolidated entity	176,767	9,993
(Gain) loss from disposition of assets	(29,164)	139,280
Transaction expenses	24,982	22,386
Total NOI	\$ 201,858	\$ 323,221
Same Store Adjustments:		
Recently acquired properties	—	—
Recently disposed properties	(8,922)	(123,899)
Total Same Store NOI	\$ 192,936	\$ 199,322

Same Store Analysis

Comparison of the Years Ended December 31, 2022 December 31, 2023 and December 31, 2021 December 31, 2022

For the year ended December 31, 2022 December 31, 2023, our "Same Store" "Same Store" portfolio consisted of 63 71 properties, encompassing approximately 16.9 million 17.9 million square feet, with an acquisition value of \$2.5 billion \$3.0 billion and Annualized Base Rent as of December 31, 2022 was \$167.7 million December 31, 2023 of \$196.7 million. Our Same Store portfolio includes properties which were held for a full period for all periods presented. The following table provides a comparative summary of the results of operations for the 63 71 properties for the years ended December 31, 2022 December 31, 2023 and 2021 (dollars in thousands):

	Year Ended December 31,			Percentage Change
	2022	2021	Increase/(Decrease)	
Rental income	\$ 214,702	\$ 206,016	\$ 8,686	4 %
Property operating expense	21,793	20,830	963	5 %
Property tax expense	17,424	16,248	1,176	7 %

Rental Income

The following table provides summary information for our Same Store portfolio revenues, by reportable segment, for the years ended December 31, 2022 and 2021 2022 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2022	2021		
Rental income				
Industrial	\$ 57,647	\$ 56,237	\$ 1,410	3 %
Office	101,857	91,549	10,308	11 %
Other	55,198	58,230	(3,032)	(5)%
Total rental income	\$ 214,702	\$ 206,016	\$ 8,686	4 %

	Year Ended December 31,			
	2023	2022	Increase/ (Decrease)	Percentage Change
Industrial Same Store NOI				
Total Industrial revenues	\$ 56,951	\$ 56,467	\$ 484	1 %
Industrial operating expenses	(7,622)	(7,517)	(105)	1 %
Industrial NOI	49,329	48,950	379	1 %
Office Same Store NOI				
Total Office revenues	134,214	139,112	(4,898)	(4)%
Office operating expenses	(22,244)	(20,861)	(1,383)	7 %
Office NOI	111,970	118,251	(6,281)	(5)%
Other Same Store NOI				
Total Other revenues	48,733	46,245	2,488	5 %
Other operating expenses	(17,096)	(14,124)	(2,972)	21 %
Other NOI	31,637	32,121	(484)	(2)%
Total Same Store NOI	\$ 192,936	\$ 199,322	\$ (6,386)	(3)%

NOI

Total Same Store rental income increased NOI decreased by approximately \$8.7 million \$6.4 million, or 3%, for the year ended December 31, 2022 December 31, 2023 as compared to the year ended December 31, 2021 primarily due to the Office segment; December 31, 2022, consisting of:

Office rental income increased \$10.3 million primarily due to (1) an \$8.2 million An increase in termination income; (2) a \$4.2 million increase in lease commencements and amendments to existing tenant leases during the year ended December 31, 2022; (3) \$1.0 million of fully amortized and written off intangibles in the year ended December 31, 2022 due to terminations or amendments to existing leases; and (4) an approximately \$0.3 million increase in common area reconciliations due to timing of operating expense reconciliations; offset by (5) a reduction of \$3.4 million in rental income related to expiring and early terminated leases in the year ended December 31, 2022 compared to prior year.

Other rental income decreased approximately \$3.0 million primarily due to (1) a \$5.9 million decrease from naturally expiring leases, terminations, and vacancies; offset by (2) a \$2.3 million increase in termination income; and (3) \$0.4 million in new leasing activity and amendments in 2021.

Property Operating Expense

The following table provides summary information for our Industrial segment Same Store portfolio operating expense, NOI by reportable segment, for the years ended December 31, 2022 and December 31, 2021 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2022	2021		
Property operating expense				
Industrial	\$ 3,305	\$ 2,559	\$ 746	29 %
Office	7,937	7,416	521	7 %
Other	10,551	10,855	(304)	(3)%
Total property operating expense	\$ 21,793	\$ 20,830	\$ 963	5 %

Same Store property operating expense increased by approximately \$1.0 million \$0.4 million, or 1%, for the year ended December 31, 2022 December 31, 2023 as compared to the year ended December 31, 2021 December 31, 2022, primarily due to the Industrial segment. Industrial property operating expenses increased \$0.8 million primarily as a result

of a \$0.5 million increase new leasing activity at one property.

A decrease in repair, maintenance and snow removal expenses.

Property Tax Expense

The following table provides summary information for our Office segment Same Store portfolio property tax expense, NOI by reportable segment, for the years ended December 31, 2022 and December 31, 2021 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2022	2021		
Property tax expense				
Industrial	\$ 4,305	\$ 4,100	\$ 205	5 %
Office	5,781	4,775	1,006	21 %
Other	7,338	7,373	(35)	— %
Total property tax expense	\$ 17,424	\$ 16,248	\$ 1,176	7 %

Same Store property tax expense increased by approximately \$1.2 million \$6.3 million, or 5%, for the year ended December 31, 2022 December 31, 2023 as compared to the year ended December 31, 2021 December 31, 2022. The decrease is primarily due to a \$7.4 million decrease in termination income compared to prior year offset by approximately \$1.2 million related to net leasing activity in 2023.

A decrease in Other segment Same Store NOI by \$0.5 million, or 2%, for the Office segment.

Office property tax expense increased \$1.0 million primarily year ended December 31, 2023 as a result of (1) an increase of \$0.7 million due compared to one property becoming landlord-managed instead of tenant-managed, which requires us to record property tax expense and corresponding recovery revenue and (2) a \$0.3 million increase due to a reassessments and special assessments at two properties during the year ended December 31, 2022.

The following chart sets forth expenses not directly related to the operations of the reportable segments for the years ended December 31, 2022 and 2021 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2022	2021		
Property management fees to non-affiliates	\$ 1,647	\$ 1,609	\$ 38	2 %
Depreciation and amortization	98,178	91,246	6,932	8 %

Depreciation and Amortization

Same Store depreciation and amortization increased by approximately \$6.9 million decrease is primarily due to (1) an increase of \$5.4 million in accelerated amortization of intangibles due to early terminated leases and (2) \$1.7 million of new assets being placed into service. non-recoverable operating expenses at one property.

Portfolio Analysis

Comparison of the Years Ended December 31, 2022 December 31, 2023 and 2021 2022.

For the years ended December 31, 2023 and 2022, the Company recorded a net loss of \$605.1 million and \$441.4 million. The following table reconciles net loss to NOI for the year ended December 31, 2023 and 2022 (dollars in thousands):

	Year Ended December 31,			
			Increase/(Decrease)	Percentage Change
	2023	2022		
Reconciliation of Net (Loss) Income to NOI				
Net (loss) income	\$ (605,102)	\$ (441,382)	\$ (163,720)	37 %
General and administrative expenses	42,962	38,995	3,967	10 %
Corporate operating expenses to related parties	1,154	1,349	(195)	(14)%
Real estate impairment provision	409,512	127,577	281,935	221 %
Goodwill impairment provision	16,031	135,270	(119,239)	(88)%
Depreciation and amortization	112,204	190,745	(78,541)	(41)%
Interest expense	65,623	84,816	(19,193)	(23)%
Debt breakage costs	—	13,249	(13,249)	(100)%
Other (income) expense, net	(13,111)	943	(14,054)	(1490)%
Net loss from investment in unconsolidated entity	176,767	9,993	166,774	1669 %

(Gain) loss from disposition of assets	(29,164)	139,280	(168,444)	(121)%
Transaction expenses	24,982	22,386	2,596	12 %
Total NOI	\$ 201,858	\$ 323,221	\$ (121,363)	(38)%

The following table provides summary information about our results of operations directly related to the operations of the reportable segments further detail regarding segment NOI for the years ended December 31, 2022 December 31, 2023 and 2021 2022 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2022	2021		
Rental income	\$ 416,485	\$ 459,872	\$ (43,387)	(9)%
Property operating expense	52,451	61,259	(8,808)	(14)%
Property tax expense	37,317	41,248	(3,931)	(10)%

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2023	2022		
Industrial NOI				
Total Industrial revenues	\$ 57,304	\$ 61,347	\$ (4,043)	(7)%
Industrial operating expenses	(7,655)	(7,870)	215	(3)%
Industrial NOI	49,649	53,477	(3,828)	(7)%
Office NOI				
Total Office revenues	142,734	297,110	(154,376)	(52)%
Office operating expenses	(24,295)	(66,143)	41,848	(63)%
Office NOI	118,439	230,967	(112,528)	(49)%
Other NOI				
Total Other revenues	54,246	58,029	(3,783)	(7)%
Other operating expenses	(20,476)	(19,252)	(1,224)	6 %
Other NOI	33,770	38,777	(5,007)	(13)%
Total NOI	\$ 201,858	\$ 323,221	\$ (121,363)	(38)%

Rental Income NOI

The following table provides summary information for our consolidated portfolio revenues, Total NOI decreased by reportable segment, for the years ended December 31, 2022 and 2021 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2022	2021		
Rental income				
Industrial	\$ 61,347	\$ 59,320	\$ 2,027	3 %
Office	297,110	340,265	(43,155)	(13)%
Other	58,028	60,287	(2,259)	(4)%
Total rental income	\$ 416,485	\$ 459,872	\$ (43,387)	(9)%

Rental income decreased approximately \$43.4 million \$121.4 million, or 38%, for the year ended December 31, 2022 December 31, 2023 as compared to the same period a year ago ended December 31, 2022, consisting of:

A decrease in Office segment NOI by \$112.5 million, or 49%, for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to (i) the dispositions of 48 Office segment properties in 2022 and (ii) the disposition of five Office segment properties in 2023.

A decrease in Other segment NOI by \$5.0 million, or 13% for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The decrease is primarily due to the Office segment, sale of four Other segment properties in 2023.

Office rental income decreased \$43.2 million primarily due A decrease in Industrial segment NOI by \$3.8 million, or 7%, for the year ended December 31, 2023 as compared to (1) \$56.0 million decrease due to the Office Portfolio Sale in August 2022; offset by an increase of (2) \$9.2 million due to two additional months of rental income in the year ended

December 31, 2022 compared to the prior year as a result of the CCIT II Merger in March 2021; (3) \$2.1 million in higher termination income in the year ended December 31, 2022; (4) \$1.5 million in 2022 leasing activity and amendments to existing tenant leases; and (5) an increase of \$1.2 million in recoveries from common area and operating expense reconciliations.

Property Operating Expense

The following table provides summary information for our consolidated portfolio operating expense, by reportable segment, for the years ended December 31, 2022 and 2021 (dollars in thousands):

	Year Ended December 31,			Percentage Change
	2022	2021	Increase/(Decrease)	
Property operating expense				
Industrial	\$ 3,319	\$ 3,197	\$ 122	4 %
Office	38,200	47,027	(8,827)	(19)%
Other	10,932	11,036	(104)	(1)%
Total property operating expense	\$ 52,451	\$ 61,260	\$ (8,809)	(14)%

Property operating expense decreased approximately \$8.8 million for the year ended December 31, 2022 compared to the same period a year ago primarily due to the Office segment.

Office property operating expense decreased \$8.8 million primarily due to (1) a \$10.9 million decrease related sale of two Industrial segment properties in 2023 prior to the sale of the Office Portfolio Sale in 2022; offset by (2) a \$1.7 million increase in repair, maintenance and utility expense.

Property Tax Expense

The following table provides summary information for our consolidated portfolio property tax expense, by reportable segment, for the years ended December 31, 2022 and December 31, 2021 (dollars in thousands):

	Year Ended December 31,			Percentage Change
	2022	2021	Increase/(Decrease)	
Property tax expense				
Industrial	\$ 4,299	\$ 3,734	\$ 565	15 %
Office	25,593	30,073	(4,480)	(15)%
Other	7,425	7,442	(17)	— %
Total property tax expense	\$ 37,317	\$ 41,249	\$ (3,932)	(10)%

Property tax expense decreased approximately \$3.9 million for the year ended December 31, 2022 compared to the same period a year ago primarily due to the Industrial and Office segments.

Office property tax expense decreased \$4.5 million primarily due to (1) a \$6.2 million decrease related to property dispositions, primarily relating to the Office Portfolio Sale; offset by (2) a \$1.0 million increase due to CCIT II properties acquired in March 2021, driving two additional months of property tax expense in 2022; and (3) \$0.7 million due to one property becoming landlord-managed instead of tenant-managed, which requires us to record property tax expense and corresponding recovery revenue.

Industrial property tax expense increased \$0.6 million primarily due to tax rate changes at two properties.

The following chart sets forth expenses not directly related to the operations of the reportable segments for the years ended December 31, 2022 and 2021 (dollars in thousands):

	Year Ended December 31,			Percentage Change
	2022	2021	Increase/(Decrease)	
Property management fees to non-affiliates	\$ 3,496	\$ 4,066	\$ (570)	(14)%
General and administrative expenses	39,893	40,479	(586)	(1)%
Corporate operating expenses to affiliates	1,349	2,520	(1,171)	(46)%
Depreciation and amortization	190,745	209,638	(18,893)	(9)%
Impairment provision, real estate	127,577	4,242	123,335	2,907 %
Impairment provision, goodwill	135,270	—	135,270	100 %
Interest expense	84,816	85,087	(271)	— %
Debt breakage costs	13,249	—	13,249	100 %
(Loss) income from investment in unconsolidated entities	(9,993)	8	(10,001)	(125,013)%

Net loss from disposition of assets	139,280	326	138,954	42,624 %
Transaction expense	22,386	966	21,420	2,217 %

Property Management Fees to Non-Affiliates

Property management fees to non-affiliates decreased approximately \$0.6 million for the year ended December 31, 2022 compared to the same period a year ago primarily due to the Office Portfolio Sale. Listing.

General and Administrative Expenses

General and administrative expenses decreased increased approximately \$0.6 million \$4.0 million for the year ended December 31, 2022 December 31, 2023 compared to the same period a year ago ended December 31, 2022 primarily due to (1) a \$1.9 million decrease increases in corporate payroll due to lower employment numbers and shared services allocations in 2022; (2) a \$0.7 million decrease in professional fees, less professional services rendered in 2022 compared to a year prior; offset by (3) a \$2.1 million increase due to 2022 restricted share award amortization. employee severance expenses (including legal fees).

Corporate Operating Expenses Expense to Affiliates Related Parties

Corporate operating expenses to affiliates related parties decreased approximately \$1.2 million \$0.2 million for the year ended December 31, 2022 December 31, 2023 compared to the same period a year ago primarily ended December 31, 2022 due to the amendment to amendments and subsequent termination of the Administrative Services Agreement in 2023, which reduced the year ended December 31, 2022, which reduces the total services provided.

Depreciation and Amortization

Depreciation and amortization decreased approximately \$18.9 million for the year ended December 31, 2022 compared to the same period a year ago primarily due to (1) a \$25.2 million decrease due to the Office Portfolio Sale in August 2022; (2) \$2.0 million related to accelerated amortization due to terminated leases in the prior year; offset by an increase of (3) \$7.3 million as a result of two additional months of depreciation and amortization expense in the year ended December 31, 2022 from the CCIT II Merger compared to prior year; and (4) \$1.6 million related to fixed asset additions during the year ended December 31, 2022.

Impairment Provision, Real Estate

Impairment provision, real estate increased approximately \$123.3 million \$281.9 million for the year ended December 31, 2022 December 31, 2023 compared to the same period a year ago ended December 31, 2022 primarily due to the Company's assessment that impairment of seventeen properties in 2023 compared to the impairment of eleven properties were impaired in 2022. The impairment of seventeen properties in 2023 was primarily related to changes to anticipated hold periods, estimated selling prices, and potential vacancies.

Impairment Provision, Goodwill

Impairment provision, The Company recorded a \$16.0 million goodwill increased approximately impairment related to its Other reporting unit as of December 31, 2023, compared to a \$135.3 million for goodwill impairment related to its Office reporting unit in the year ended December 31, 2022. During the year ended December 31, 2023, the impairment resulted from a decline in fair value of the underlying properties within the Other reporting unit, particularly as we continue to execute on our strategic disposition plan under current market conditions.

Depreciation and Amortization

Depreciation and amortization decreased approximately \$78.5 million for the year ended December 31, 2023 compared to the same period a year ago ended December 31, 2022 primarily due to (i) the assignment sale of goodwill 48 Office segment properties 2022 and the sale of eleven total properties across all segments in 2023; (ii) accelerated amortization due to new reporting units amended, naturally expiring and early terminated leases; and (iii) real estate impairments, which lowered the depreciable book bases of the impaired assets.

Interest Expense

Interest expense decreased approximately \$19.2 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The primary reasons for the decrease related to the following activity: (i) in 2022, 2022, the payoff of approximately \$1.0 billion of debt, consisting of two mortgage loans, the 2023 Term Loan, and the pay down of the Revolving Credit Facility; and (ii) in 2023, the payoff of approximately \$441.3 million of debt, consisting two mortgage loans and the 2024 Term Loan; offset by (iii) a partial increase in interest expense related to the \$400.0 million Revolving Loan, which was used to pay the 2024 Term Loan, and higher interest rates on unhedged variable debt in 2023.

Debt Breakage Costs

Debt breakage costs increased approximately \$13.2 million for the year ended December 31, 2022 compared to the same period a year ago due to breakage costs for the early payoff of the Midland Mortgage Loan of \$0.9 million and the Bank of America Loan of \$12.3 million made in connection with the Office Portfolio Sale.

(Loss) Income from Investment in Unconsolidated Entities

Loss from investment in unconsolidated entities increased approximately \$10.0 million for the year ended December 31, 2022 compared to the same period a year ago primarily due to (1) \$7.4 million of our share of the Office Joint Venture net loss; (2) a \$3.6 million loss on the sale of the Mezzanine Interest; offset by (3) \$0.9 million interest payments received on the Mezzanine Loan.

Net Loss from Disposition of Assets

Loss from disposition of assets increased approximately \$139.0 million for the year ended December 31, 2022 as compared to the same period a year ago primarily due to (1) the loss of \$105.9 million related to the Office Portfolio Sale in August 2022; (2) the loss of \$43.0 million related to the Companion Office Portfolio Sale in December 2022; (3) the loss of \$0.8 million related the sale of one property in December 2022; offset by the (4) gain on sale of \$10.4 million due to the sale of one property in September 2022.

Transaction Interest Expense

Transaction Interest expense increased approximately \$21.4 million for the year ended December 31, 2022 compared to the same period a year ago due to the timing of costs incurred related to strategic transactions.

Same Store Analysis

Comparison of the Years Ended December 31, 2021 and 2020

For the year ended December 31, 2021, our "Same Store" portfolio consisted of 97 properties, encompassing approximately 24.7 million square feet, with an acquisition value of \$4.0 billion and Annualized Base Rent of \$288.0 million. Our "Same Store" portfolio includes properties which were held for a full period for all periods presented. The following table provides a comparative summary of the results of operations directly related to the operations of the reportable segments for the years ended December 31, 2021 and 2020 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Rental income	\$ 380,189	\$ 384,220	\$ (4,031)	(1)%
Property operating expense	52,465	52,565	(100)	— %
Property tax expense	36,479	36,107	372	1 %

Rental Income

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Rental income				
Industrial	\$ 54,140	\$ 62,415	\$ (8,275)	(13)%
Office	267,819	262,328	5,491	2 %
Other	58,230	59,477	(1,247)	(2)%
Total rental income	\$ 380,189	\$ 384,220	\$ (4,031)	(1)%

Rental income decreased by approximately \$4.0 million for the year ended December 31, 2021 compared to the year ended December 31, 2020 primarily due to the Industrial and Office segments.

Industrial rental income decreased approximately \$8.3 million primarily due to (1) a decrease of \$11.0 million of termination income in 2021; offset by an increase of approximately (2) \$1.1 million due to intangibles written off in 2020 that was non-recurring in 2021; (3) \$0.6 million in recoveries of prior year reconciliations due to timing of operating expenses; and (4) \$0.4 million of new leases and amendment commencements.

Office rental income increased approximately \$5.5 million primarily due to (1) a \$4.1 million increase in termination income; (2) a \$5.6 million increase in 2021 leasing activity and amendments to existing tenant leases; offset by a decrease of (3) \$5.0 million due to naturally expiring and early terminated leases.

Property Operating Expense

The following table provides summary information for our Same Store portfolio operating expense, by reportable segment, for the years ended December 31, 2021 and 2020 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Property operating expense				
Industrial	\$ 2,550	\$ 1,958	\$ 592	30 %
Office	39,059	40,441	(1,382)	(3)%
Other	10,856	10,166	690	7 %
Total property operating expense	\$ 52,465	\$ 52,565	\$ (100)	0 %

Same Store Industrial property operating expense increased by approximately \$0.6 million due to increased repair, maintenance, and snow removal expense at two properties.

Same Store Office property operating expense decreased by approximately \$1.4 million due to a \$1.0 decrease in repair, maintenance, and service expense at five properties.

Property Tax Expense

The following table provides summary information for our Same Store portfolio property tax expense, by reportable segment, for the years ended December 31, 2021 and December 31, 2020 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Property tax expense				
Industrial	\$ 4,100	\$ 3,981	\$ 119	3 %
Office	25,006	24,587	419	2 %
Other	7,373	7,539	(166)	(2)%
Total property tax expense	\$ 36,479	\$ 36,107	\$ 372	1 %

Office Same Store property tax expense increased \$0.4 million primarily due to the adjustment of final property tax amounts and tax rate increases from prior year.

The following chart sets forth expenses not directly related to the operations of the reportable segments for the years ended December 31, 2021 and 2020 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Property management fees to non-affiliates	\$ 3,409	\$ 3,414	\$ (5)	— %
Depreciation and amortization	160,022	156,069	3,953	3 %

Same Store depreciation and amortization expense increased approximately \$4.0 million primarily due to (1) \$3.6 million related to fixed asset additions subsequent to December 31, 2020; and (2) \$0.1 million related to accelerated amortization due to terminated leases.

Portfolio Analysis

Comparison of the Years Ended December 31, 2021 and 2020

The following table provides summary information about our results of operations directly related to the operations of the reportable segments for the years ended December 31, 2021 and 2020 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Rental income	\$ 459,872	\$ 397,452	\$ 62,420	16 %
Property operating expense	61,259	57,461	3,798	7 %
Property tax expense	41,248	37,590	3,658	10 %

Rental Income

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Rental income				
Industrial	\$ 59,320	\$ 69,047	\$ (9,727)	(14)%
Office	340,265	268,928	71,337	27 %
Other	60,287	59,477	810	1 %
Total rental income	\$ 459,872	\$ 397,452	\$ 62,420	16 %

Rental income increased approximately \$62.4 million during the year ended December 31, 2021 compared to the year ended December 31, 2020 primarily due to the Office and Industrial segments.

Office rental income increased approximately \$71.3 million primarily due to (1) a \$71.6 million increase primarily related to the CCIT II Merger in 2021; (2) \$5.6 million increase in 2021 leasing activity and amendments to existing tenant leases; (3) a \$4.5 million increase in termination income; offset by a (4) \$5.0 million lower base rent income due to expiring leases and terminations; (5) a \$4.4 million decrease due to the sale of properties; and (6) a \$1.2 million decrease due to the early termination and related write-off of the in-place lease (above market) of one office property.

Industrial rental income decreased approximately \$9.7 million primarily due to (1) a \$15.4 million decrease in termination income in 2021; offset by (2) an increase of \$3.1 million primarily related to the CCIT II Merger during the year; (3) an increase of \$1.1 million due to intangibles written off in the prior year; (4) a \$0.4 million increase in 2021 leasing activity and amendments to existing tenant leases; (5) a \$0.4 million increase due to one property becoming landlord-managed instead of tenant-managed, which requires us to record recovery revenue and corresponding recoverable expenses; and (6) \$0.3 million increase due to timing of common area and operating expense reconciliations.

Property Operating Expense

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Property operating expense				
Industrial	\$ 3,197	\$ 4,421	\$ (1,224)	(28)%
Office	47,027	42,867	4,160	10 %
Other	11,035	10,173	862	8 %
Total property operating expense	\$ 61,259	\$ 57,461	\$ 3,798	7 %

Property operating expense increased approximately \$3.8 million during the year ended December 31, 2021 compared to the year ended December 31, 2020 primarily due to the Office and Industrial segments.

Office property operating expense increased approximately \$4.2 million primarily due to (1) \$7.7 million related to the CCIT II Merger in 2021; offset by (2) a decrease of \$2.2 million due to the sale of four properties and (3) \$0.6 million decrease in repair, maintenance, service and utility expense primarily related to services not renewed in 2021.

Industrial property operating expense decreased \$1.2 million primarily due to the sale of one property.

Property Tax Expense

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Property operating expense				
Industrial	\$ 3,734	\$ 4,493	\$ (759)	(17)%
Office	30,073	25,559	4,514	18 %
Other	7,441	7,538	(97)	(1)%
Total property operating expense	\$ 41,248	\$ 37,590	\$ 3,658	10 %

Property tax expense increased approximately \$3.7 million during the year ended December 31, 2021 compared to the year ended December 31, 2020 primarily due to the Office segment.

Office property tax expense increased \$4.5 million primarily due to (1) \$5.2 million related to the CCIT II Merger in 2021; offset by (2) a \$1.1 million decrease as a result of the sale of four properties.

The following chart sets forth expenses not directly related to the operations of the reportable segments for the years ended December 31, 2021 and 2020 (dollars in thousands):

	Year Ended December 31,		Increase/(Decrease)	Percentage Change
	2021	2020		
Property management fees to non-affiliates	\$ 4,066	\$ 3,656	\$ 410	11 %
General and administrative expenses	40,479	38,633	1,846	5 %
Corporate operating expenses to affiliates	2,520	2,500	20	1 %
Depreciation and amortization	209,638	161,056	48,582	30 %
Impairment provision, real estate	4,242	23,472	(19,230)	(82)%
Interest expense	85,087	79,646	5,441	7 %
Income (loss) from investment in unconsolidated entities	8	(6,523)	6,531	(100)%
(Loss) gain from disposition of assets	(326)	4,083	(4,409)	(108)%
Other income, net	1,521	3,228	(1,707)	(53)%
Transaction expense	(966)	—	(966)	100 %

Property Management Fees to Non-Affiliates

The increase in property management fees to non-affiliates of approximately \$0.4 million during the year ended December 31, 2021 is primarily due to the CCIT II Merger occurring during the period.

General and Administrative Expenses

General and administrative expenses for the year ended December 31, 2021 increased by approximately \$1.8 million primarily due to (1) \$1.9 million in additional restricted stock expense primarily as a result of the amortization of 2021 restricted stock unit grants, including a one-time grant associated with the CCIT II Merger; (2) an increase of \$2.5

million in professional and transfer agent fees; (3) a \$0.9 million in increase in information technology costs and state taxes; offset by (4) write-offs of \$4.4 million in project costs in the fourth quarter of 2020.

Depreciation and Amortization

Depreciation and amortization for the year ended December 31, 2021 increased by approximately \$48.6 million as a result of (1) \$48.3 million as a result of the CCIT II Merger during the year ended December 31, 2021; and (2) \$3.6 million related to fixed asset additions subsequent to December 31, 2020; offset by (3) approximately \$3.5 million related to accelerated amortization due to terminated leases and assets sold in 2020.

Impairment Provision, Real Estate

Impairment provision, real estate decreased by approximately \$19.2 million for the year ended December 31, 2021 primarily due December 31, 2023 as compared to the Company's assessment that three properties were impaired year ended December 31, 2022. The primary reasons for the decrease related to the following activity: (i) in 2021, 2022, the payoff of approximately \$1.0 billion of debt, consisting of two mortgage loans, the 2023 Term Loan, and the pay down of the Revolving Credit Facility; and (ii) in 2023, the payoff of approximately \$441.3 million of debt, consisting two mortgage loans and the 2024 Term Loan; offset by (iii) a partial increase in interest expense related to the \$400.0 million Revolving Loan, which was used to pay the 2024 Term Loan, and higher interest rates on unhedged variable debt in 2023.

Interest Expense

The increase of Interest expense decreased approximately \$5.4 million in interest expense \$19.2 million for the year ended December 31, 2021 is primarily due December 31, 2023 as compared to (1) \$6.6 million of interest and financing expenses the year ended December 31, 2022. The primary reasons for the decrease related to the \$400M 5-Year following activity: (i) in 2022, the payoff of approximately \$1.0 billion of debt, consisting of two mortgage loans, the 2023 Term Loan, 2025; and the pay down of the Revolving Credit Facility; and (ii) in 2023, the payoff of approximately \$441.3 million of debt, consisting two mortgage loans and the 2024 Term Loan; offset by (2) (iii) a \$0.9 million decrease as a result of lower partial increase in interest expense related to the \$400.0 million Revolving Loan, which was used to pay the 2024 Term Loan, and higher interest rates on unhedged variable debt in 2023.

Debt Breakage Costs

Debt breakage costs decreased approximately \$13.2 million for the year ended December 31, 2023 compared to the year ended December 31, 2022, which is entirely attributable to the prior year, year breakage costs for the early payoff of the Midland Mortgage Loan of \$0.9 million and the Bank of America Loan of \$12.3 million made in connection with the Office Portfolio Sale in 2022.

Income (Loss)

Net Loss from Investment in Unconsolidated Entities Entity

The reduction of approximately \$6.5 million in Net loss from investment in unconsolidated entities entity increased approximately \$166.8 million for the year ended December 31, 2021 December 31, 2023 as compared to the year ended December 31, 2022 due to the Company's investment in the Office Joint Venture, which was formed in August 2022. In September 2023, the Company recorded an other-than-temporary impairment ("OTTI") of approximately \$129.3 million for its investment in the Office Joint Venture, which represents a complete write-off of the Company's remaining investment balance. Subsequent to the OTTI, since the Company's basis in the Office Joint Venture is zero, the Company no longer records any equity income or losses from the Office Joint Venture.

Net Gain (Loss) from Disposition of Assets

Gain from disposition of assets increased approximately \$168.4 million for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The increase is primarily due to an other-than-temporary impairment loss and winding down the net gain of our investments in our unconsolidated joint venture in \$29.2 million on the prior period.

Loss from Disposition of Assets

The increase in loss from disposition of assets two Industrial segment properties, five Office segment properties, and four Other segment properties in 2023 compared to the net loss of approximately \$4.4 million \$139.3 million on the sale of the 48 Office segment properties during the year ended December 31, 2022.

Transaction Expenses

Transaction expenses for the year ended December 31, 2021 December 31, 2023 were \$24.9 million, which is an increase of approximately \$2.6 million compared to the year ended December 31, 2022 primarily due to fees and expenses relating to the Listing, including banking, advisory, and listing fees.

Comparison of the Years Ended December 31, 2022 and 2021.

Refer to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations" in our Form 10-K for the year ended December 31, 2022, filed with the SEC on March 24, 2023, for a discussion of the year ended December 31, 2022 compared to the year ended December 31, 2021.

Critical Accounting Estimates

We have established accounting estimates which conform to GAAP. The preparation of our consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses. If our judgment or interpretation of the facts and circumstances relating to the various transactions had been different, it is possible that different estimates would have been applied, thus resulting in a different presentation of the financial statements. Additionally, other companies may use different estimates and assumptions that may impact the comparability of our financial condition and results of operations to

those companies. For further discussion on our significant accounting policies and discussion of new accounting pronouncements, see Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, to our consolidated financial statements included in this Annual Report on Form 10-K.

As we continue to execute on our strategic disposition plan, we have recorded impairments on several assets in our Office and Other segments, as well as impaired the goodwill related to the Other segment in the year ended December 31, 2023. As we navigate changing market conditions, we will continue to evaluate for property specific impairments relating to these segments and the potential for future goodwill impairment in the Other segment. As such, the following critical accounting estimates discussion reflects what we believe are the most significant estimates, assumptions, and judgments that have had or are reasonably likely to have a material impact on our financial condition or our results of operations.

Impairment of Real Estate and Related Intangible Assets and Liabilities

In accordance with the provisions of the Impairment or Disposal of Long-Lived Assets Subsections of ASC 360, we assess the carrying values of real estate assets whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be fully recoverable. Recoverability of real estate assets requires estimates of future market and economic conditions impacting our strategic disposition plan, including assumptions related to estimated selling prices, anticipated hold periods, potential vacancies, capitalization rates, market rental income amounts subsequent to the expiration of current lease agreements, and property operating expenses. When real estate assets are not recoverable, we calculate an impairment charge as the amount the carrying value exceeds the estimated fair value of the real estate property as of the measurement date. Fair value is determined through certain valuation techniques involving (i) discounted cash flow models applying significant assumptions related to market rent, terminal capitalization rates, and discount rates or (ii) estimated selling prices based on quoted market values and comparable property sales.

For the year ended December 31, 2023, we recorded an impairment provision related to seventeen properties, consisting of nine Office segment properties and eight Other segment properties. As part of our impairment analysis, we noted certain properties in both segments that had potential indicators of impairment, but the future undiscounted cash flows were sufficient to recover the carrying amount. Refer to Note 3, *Real Estate*, to our consolidated financial statements included in this Annual Report on Form 10-K for details.

Impairment of Goodwill

We recorded goodwill as a result of the **gain** transaction that resulted in the internalization of PKST management in December 2018 ("Self-Administration Transaction"). The Company's goodwill is assigned to each of the Company's three reporting units, which are aligned with its three operating segments: Industrial, Office, and Other. We test goodwill for impairment on an annual basis for each reporting unit as of October 1st of each period, or more frequently if events or changes in circumstances indicate that the asset is more likely than not impaired. We perform a qualitative analysis to determine whether a potential impairment of goodwill exists prior to quantitatively estimating the fair value of each reporting unit. If an impairment exists, we recognize an impairment of goodwill based on the **sale excess of one property in 2020**, the reporting unit's carrying value compared to its fair value, up to the amount of goodwill for that reporting unit. Under the quantitative assessment, we focus on the fair value of real estate assets and mortgage loans, as those comprise the significant components of fair value within each reporting unit. The analysis involves estimates around significant assumptions such as market rent, discount rates, terminal capitalization rates, and borrowing rates.

Other Income, net

The decrease in other income of approximately \$1.7 million is primarily as a result of **adjusting** the qualitative and quantitative assessment as of October 1, 2023, the Company concluded that it was more likely than not that the fair value of the Other reporting unit was less than the carrying amount. The impairment resulted from a decline in fair value of certain underlying properties within the Other reporting unit, particularly as we continue to execute on our **earn-out liability** strategic disposition plan under current market conditions. Thus, the Company recorded a \$16.0 million impairment of goodwill allocated to its Other reporting unit. Refer to Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, to our consolidated financial statements included in **2020** due this Annual Report on Form 10-K for details.

As of December 31, 2023, the Company's goodwill balance was \$78.6 million, of which \$68.4 million was allocated to **changes in equity raise projections**.

Transaction expense

The increase in transaction expense the Industrial segment and \$10.3 million was allocated to the Other segment. Refer to Note 14, *Segment Reporting*, for allocation of approximately \$1.0 million is primarily due to certain **strategic initiative costs in 2021**, goodwill for each of the Company's segments.

Funds from Operations and Adjusted Funds from Operations

Our reported results are presented in accordance with GAAP. We also disclose Funds from Operations ("FFO") and Adjusted Funds from Operations ("AFFO") both of which are non-GAAP financial measures. We believe these two non-GAAP financial measures are useful to investors because they are widely accepted industry measures used by analysts and investors to compare the operating performance of REITs.

We compute FFO in accordance with the definition adopted by the Board of Governors of the National Association of Real Estate Investment Trusts ("NAREIT"). FFO is defined as net income or loss computed in accordance with GAAP, excluding extraordinary items, as defined by GAAP, and gains and losses from sales of depreciable real estate assets, adding back impairment write-downs of depreciable real estate assets, plus real estate related depreciation and amortization (excluding amortization of deferred financing costs and depreciation of non-real estate assets), and after adjustment for unconsolidated partnerships, joint ventures and preferred **distributions, dividends**. Because FFO calculations exclude such items as depreciation and amortization of depreciable real estate assets and gains and losses from sales of depreciable real estate assets (which can vary among owners of identical assets in similar conditions based on historical cost accounting and useful-life estimates), they facilitate comparisons of operating performance between periods and between other REITs. As a result, we believe that the use of FFO, together with the required GAAP presentations, provides a more complete understanding of our performance relative to our competitors and a more informed and appropriate basis on which to make decisions involving operating, financing, and investing activities. It should be noted, however, that other REITs may not define FFO in accordance with the current NAREIT definition or may interpret the current NAREIT definition differently than we do, making comparisons less meaningful.

Additionally, we use AFFO as a non-GAAP financial measure to evaluate our operating performance. AFFO excludes non-routine and certain non-cash items such as revenues in excess of cash received, amortization of share-based compensation net, deferred rent, amortization of in-place lease valuation, **acquisition-related acquisition or investment**.

related costs, financed termination fee, net of payments received, gain or loss from the extinguishment of debt, unrealized gains (losses) on derivative instruments, write-off transaction costs and other one-time transactions. FFO and AFFO have been revised to include amounts available to both common shareholders and limited partners for all periods presented.

AFFO is a measure used among our peer group. We also believe that AFFO is a recognized measure of sustainable operating performance by the REIT industry. Further, we believe AFFO is useful in comparing the sustainability of our operating performance with the sustainability of the operating performance of other real estate companies.

Management believes that AFFO is a beneficial indicator of our ongoing portfolio performance and ability to sustain our current distribution dividend level. More specifically, AFFO isolates the financial results of our operations. AFFO, however, is not considered an appropriate measure of historical earnings as it excludes certain significant costs that are otherwise included in reported earnings. Further, since the measure is based on historical financial information, AFFO for the period presented may not be indicative of future results or our future ability to make pay or sustain distributions, dividends. By providing FFO and AFFO, we present information that assists investors in aligning their analysis with management's analysis of long-term operating activities.

For all of these reasons, we believe the non-GAAP measures of FFO and AFFO, in addition to net income (loss) are helpful supplemental performance measures and useful to investors in evaluating the performance of our real estate portfolio. However, a material limitation associated with FFO and AFFO is that they are not indicative of our cash available to fund distributions the payment of dividends since other uses of cash, such as capital expenditures at our properties and principal payments of debt, are not deducted when calculating FFO and AFFO. The use of AFFO as a measure of long-term operating performance on value is also limited if we do not continue to operate under our current business plan as noted above. FFO and AFFO should not be viewed as a more prominent measure of performance than net income (loss) and each should be reviewed in connection with GAAP measurements.

Neither the SEC, NAREIT, nor any other applicable regulatory body has opined on the acceptability of the adjustments contemplated to adjust FFO in order to calculate AFFO and its use as a non-GAAP performance measure. In the future, NAREIT may decide to standardize the allowable exclusions across the REIT industry, and we may have to adjust the calculation and characterization of this non-GAAP measure.

Our calculation of FFO and AFFO is presented in the following table for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021 (in thousands, except per share amounts):

		Year Ended December 31,			Year Ended December 31,		
		2022	2021	2020	2023	2022	2021
Net (loss) income	Net (loss) income	\$ (441,382)	\$ 11,570	\$ (5,774)			
Adjustments:	Adjustments:						
Depreciation of building and improvements	Depreciation of building and improvements	113,191	125,388	93,979			
	Depreciation of building and improvements						
	Depreciation of building and improvements						
Amortization of leasing costs and intangibles	Amortization of leasing costs and intangibles	77,926	84,598	67,366			
Impairment provision, real estate	Impairment provision, real estate	127,577	4,242	23,472			
Equity interest of depreciation of building and improvements - unconsolidated entities	Equity interest of depreciation of building and improvements - unconsolidated entities	4,643	—	1,438			
Equity interest of amortization of intangible assets - unconsolidated entities	Equity interest of amortization of intangible assets - unconsolidated entities	—	—	1,751			
Loss from disposition of assets, net	Loss from disposition of assets, net	139,280	326	(4,083)			
(Gain) Loss from disposition of assets, net	(Gain) Loss from disposition of assets, net						

Company's share of loss on sale of unconsolidated entity	Company's share of loss on sale of unconsolidated entity	3,558	(8)	—
Impairment of unconsolidated entities		—	—	1,906
FFO	FFO	\$ 24,793	\$ 226,116	\$ 180,055
Distributions to redeemable preferred shareholders		(10,063)	(9,698)	(8,708)
Dividends to redeemable preferred shareholders				
Preferred units redemption charge				
FFO attributable to common shareholders and partners	FFO attributable to common shareholders and partners	\$ 14,730	\$ 216,418	\$ 171,347
Reconciliation of FFO to AFFO:	Reconciliation of FFO to AFFO:			
FFO attributable to common shareholders and partners	FFO attributable to common shareholders and partners	\$ 14,730	\$ 216,418	\$ 171,347
FFO attributable to common shareholders and partners				
FFO attributable to common shareholders and partners				
Adjustments:	Adjustments:			
Non-cash earn-out adjustment		—	—	(2,581)
Revenues in excess of cash received, net				
Revenues in excess of cash received, net				
Revenues in excess of cash received, net	Revenues in excess of cash received, net	(15,407)	(10,780)	(25,686)
Amortization of share-based compensation	Amortization of share-based compensation	9,573	7,470	4,108
Deferred rent - ground lease	Deferred rent - ground lease	1,951	2,064	2,065
Amortization of above/(below) market rent, net	Amortization of above/(below) market rent, net	(2,205)	(1,323)	(2,292)
Amortization of debt premium/(discount), net	Amortization of debt premium/(discount), net	409	409	412
Amortization of below tax benefit amortization	Amortization of below tax benefit amortization	1,494	1,252	—
Amortization of deferred financing costs	Amortization of deferred financing costs	3,544	3,184	2,195
Amortization of lease inducements	Amortization of lease inducements	537	278	—

Company's share of amortization of deferred financing costs - unconsolidated entity	Company's share of amortization of deferred financing costs - unconsolidated entity	3,740	—	82
Amortization of ground leasehold interests	Amortization of ground leasehold interests	(372)	(350)	(290)
Financed termination fee payments received		—	—	7,557
Loss on debt breakage costs — write-off of deferred financing costs	Loss on debt breakage costs — write-off of deferred financing costs	1,771	—	—
Company's share of revenues in excess of cash received (straight-line rents) - unconsolidated entity	Company's share of revenues in excess of cash received (straight-line rents) - unconsolidated entity	(257)	—	505
Unrealized loss (gain) on investments	Unrealized loss (gain) on investments	195	(15)	31
Company's share of amortization of above market rent - unconsolidated entity		(58)	—	1,419
Unconsolidated joint venture valuation adjustment		—	—	4,452
Company's share of amortization of above/(below) market rent - unconsolidated entity				
Employee separation expense	Employee separation expense	72	777	2,666
Write-off of reserve liability	Write-off of reserve liability	—	(1,166)	—
Write-off of transaction costs	Write-off of transaction costs	28	65	4,427
Transaction expenses	Transaction expenses	22,386	966	—
Impairment provision, goodwill	Impairment provision, goodwill	135,270	—	—
Debt breakage costs	Debt breakage costs	13,249	—	—
Preferred unit redemption charge				
Other income - proration adjustments for dispositions				

Impairment provision, investment in unconsolidated entity				
Write off of Company's proportionate share of other comprehensive income - unconsolidated entity				
AFFO available to common shareholders and partners	AFFO available to common shareholders and partners	\$ 190,650	\$ 219,249	\$ 170,417
FFO per share, basic and diluted	FFO per share, basic and diluted	\$ 0.37	\$ 5.71	\$ 5.89
AFFO per share, basic and diluted	AFFO per share, basic and diluted	\$ 4.81	\$ 5.79	\$ 5.85
Weighted-average common shares outstanding - basic EPS		36,057,825	34,361,208	25,560,283
Weighted-average common shares outstanding - basic and diluted EPS				
Weighted-average common shares outstanding - basic and diluted EPS				
Weighted-average common shares outstanding - basic and diluted EPS				
Weighted-average OP Units	Weighted-average OP Units	3,537,654	3,537,654	3,546,614
Weighted-average common shares and OP Units outstanding - basic FFO/AFFO		39,595,479	37,898,862	29,106,897
Weighted-average common shares and OP Units outstanding - basic and diluted FFO/AFFO				

NOI Cash NOI and Same-Store Cash NOI

Net operating income is a non-GAAP financial measure calculated as net (loss) income, the most directly comparable financial measure calculated and presented in accordance with GAAP, excluding equity in the earnings of our unconsolidated real estate joint ventures, general and administrative expenses, interest expense, depreciation and amortization, impairment of real estate, gains or losses on early extinguishment of debt, gains or losses on sales of real estate, investment income or loss and termination income. Net operating income on a cash basis ("Cash NOI") is net operating income adjusted to exclude the effect of straight-line rent and amortization of acquired above- and below-market lease intangibles adjustments required by GAAP. Net operating income on a cash basis for our Same-Store portfolio ("Same-Store Cash NOI") is Cash NOI for properties held for the entirety of all periods presented. We believe that NOI Cash NOI and Same-Store Cash NOI are helpful to investors as additional measures of operating performance because we believe they help both investors and management to understand the core operations of our properties excluding corporate and financing-related costs and non-cash depreciation and amortization. NOI Cash NOI and Same-Store Cash NOI are unlevered operating performance metrics of our properties and allow for a useful comparison of the operating performance of individual assets or groups of assets. These measures thereby provide an operating perspective not immediately apparent from GAAP income from operations or net income. In addition, NOI Cash NOI and Same-Store Cash NOI are considered by many in the real estate industry to be useful starting points for determining the value of a real estate asset or group of assets.

Because NOI and Cash NOI exclude depreciation and amortization and capture neither the changes in the value of our properties that result from use or market conditions, nor the level of capital expenditures and capitalized leasing commissions necessary to maintain the operating performance of our properties, all of which have real economic effect and could materially impact our results from operations, the utility of NOI and Cash NOI as measures of our performance is limited. Therefore, NOI and Cash NOI should not be considered as alternatives to net (loss) income, as computed in accordance with GAAP. NOI and Cash NOI may not be comparable to similarly titled measures of other companies.

Our calculation of each of NOI Cash NOI and Same-Store Cash NOI is presented in the following table for the year ended December 31, 2022, December 31, 2023, 2021, 2020 and 2020 2021 (dollars in thousands):

	Year Ended December 31,		
	2022	2021	2020

Reconciliation of Net Income to Total NOI					
Net (loss) income	\$	(441,382)	\$	11,570	\$ (5,774)
General and administrative expenses		39,893		40,479	38,633
Corporate operating expenses to affiliates		1,349		2,520	2,500
Impairment provision, real estate		127,577		4,242	23,472
Impairment provision, goodwill		135,270		—	—
Depreciation and amortization		190,745		209,638	161,056
Interest expense		84,816		85,087	79,646
Debt breakage costs		13,249		—	—
Other loss (income), net		45		(1,521)	(3,228)
Loss (income) from investment in unconsolidated entities		9,993		(8)	6,523
Loss (gain) from disposition of assets		139,280		326	(4,083)
Transaction expense		22,386		966	—
Total NOI	\$	323,221	\$	353,299	\$ 298,745

	Year Ended December 31,		
	2022	2021	2020
Cash NOI Adjustments			
Industrial:			
Industrial NOI	\$ 53,477	\$ 52,125	\$ 59,837
Straight-line rents	(1,018)	(1,700)	(1,684)
Amortization of acquired lease intangibles	(369)	(345)	(297)
Deferred termination income	(39)	—	—
Industrial cash NOI	52,051	50,080	57,856
Office:			

	Year Ended December 31,		
	2023	2022	2021
Reconciliation of Net (Loss) Income to Total NOI			
Net (loss) income	\$ (605,102)	\$ (441,382)	\$ 11,570
General and administrative expenses	42,962	38,995	39,051
Corporate operating expenses to affiliates	1,154	1,349	2,520
Impairment provision, real estate	409,512	127,577	4,242
Impairment provision, goodwill	16,031	135,270	—
Depreciation and amortization	112,204	190,745	209,638
Interest expense	65,623	84,816	85,087
Debt breakage costs	—	13,249	—
Other expense (income), net	(13,111)	943	(93)
Loss (income) from investment in unconsolidated entities	176,767	9,993	(8)
Loss (gain) from disposition of assets	(29,164)	139,280	326
Transaction expense	24,982	22,386	966
Total NOI	\$ 201,858	\$ 323,221	\$ 353,299

	Year Ended December 31,	Year Ended December 31,		
	2023	2023	2022	2021
Cash NOI				
Adjustments				
Industrial:				
Industrial:				

Industrial:				
Industrial NOI				
Industrial NOI				
Industrial NOI				
Straight-line rents				
Amortization of acquired lease intangibles				
Deferred termination income				
Industrial Cash NOI				
Office:				
Office:				
Office:				
Office NOI				
Office NOI				
Office NOI	Office NOI	230,967	260,255	198,113
Straight-line rents	Straight-line rents	(12,207)	(12,171)	(22,618)
Amortization of acquired lease intangibles	Amortization of acquired lease intangibles	(1,346)	(231)	(1,515)
Deferred termination income		—	—	(1)
Deferred ground lease	Deferred ground lease	1,945	2,066	2,067
Other intangible amortization	Other intangible amortization	1,495	1,252	—
Inducement amortization	Inducement amortization	537	278	—
Financed termination fee		—	—	7,557
Office Cash NOI	Office Cash NOI	221,391	251,449	183,603
Other NOI				
Other NOI				
Other NOI	Other NOI	38,777	40,919	40,795
Straight-line rents	Straight-line rents	634	313	(1,384)
Amortization of acquired lease intangibles	Amortization of acquired lease intangibles	—	(749)	(480)
Deferred termination income	Deferred termination income	(2,779)	2,779	—
Deferred ground lease	Deferred ground lease	5	(3)	—

Other intangible amortization		(489)	—	—
Inducement amortization		—	—	—
Other Cash NOI	Other Cash NOI	36,148	43,259	38,931
Total Cash NOI	Total Cash NOI	\$ 309,590	\$344,788	\$280,390
Same Store Cash NOI Adjustments				
Industrial:				
Industrial cash NOI		\$ 52,051	\$ 50,080	\$ 57,856
Cash NOI for recently acquired properties		(3,311)	(4,545)	(18,311)
Cash net operating (income) loss for recently disposed properties		(6)	272	—
Industrial Same Store cash NOI		48,734	45,807	39,545
Office:				
Office cash NOI		221,391	251,449	183,603
Cash NOI for recently acquired properties		(50,369)	(55,756)	(49,019)
Cash net operating (income) loss for recently disposed properties		(93,290)	159	(4,192)
Office Same Store cash NOI		77,732	195,852	130,392
Other:				
Other cash NOI		36,148	43,259	38,931
Cash NOI for recently acquired properties		(2,364)	(1,751)	(9,796)
Cash net operating (income) loss for recently disposed properties		—	—	—
Other Same Store cash NOI		33,784	41,508	29,135
Cash NOI from the operating partnership		32	30	20
Total Same Store cash NOI		\$ 160,282	\$283,197	\$199,092

Liquidity and Capital Resources

Overview

Property rental income is our primary source of operating cash flow and is dependent on a number of factors including occupancy levels and rental rates, as well as the ability and willingness of our tenants' to pay rent. Our assets provide a relatively consistent level of cash flow that enables us to pay operating expenses, distributions, including preferred equity distribution, redemptions, dividends to shareholders, and for the payment of debt service on our outstanding indebtedness, including repayment of our Second Amended KeyBank Loans (as defined below) and Restated Credit Agreement, and property secured property-secured mortgage loans. Generally, we anticipate that cash needs will be met from cash on hand, funds from operations, and our existing Credit Facility, Facility, or other financings. We anticipate that cash flows from continuing operations and proceeds from financings, together with existing cash balances, these funds will be adequate to fund our business operations, debt amortization, capital expenditures, distributions dividends and other requirements over both in the next 12 months short-term and beyond. long-term.

In August 2023, we entered into an at-the-market equity offering (the "ATM") pursuant to which we may sell common shares up to an aggregate purchase price of \$200.0 million. We may sell such shares in amounts and at times to be determined by us from time to time, but we have no obligation to sell any of the shares. Actual sales, if any, will depend on a variety of factors to be determined by us from time to time, including, among other things, market conditions, the trading price of our common shares, capital needs, and our determinations of the appropriate sources of funding. During the year ended December 31, 2023, we did not sell shares under the ATM program.

Financing Activities

AIG Debt Amendment

The Company's subsidiaries previously entered into the AIG loans with AIG. All of the mortgaged properties under the AIG Loans constitute Other segment properties of the Company. On December 22, 2023, the Company and AIG entered into an agreement that is intended to facilitate the disposition of the mortgaged properties under the AIG Loans, without regard to the original release prices, and support the repayment of both AIG Loans. The agreement did not result in any changes to the loan amounts, interest rate or term.

Second Amended and Restated Credit Agreement

Pursuant to the Second Amended and Restated Credit Agreement **we, through our** dated as of April 30, 2019 (as amended by the First Amendment to the Second Amended and Restated Credit Agreement dated as of October 1, 2020 (the "First Amendment"), the Second Amendment to the Second Amended and Restated Credit Agreement dated as of December 18, 2020 (the "Second Amendment"), the Third Amendment to the Second Amended and Restated Credit Agreement dated as of July 14, 2021 (the "Third Amendment"), the Fourth Amendment to the Second Amended and Restated Credit Agreement dated as of April 28, 2022 (the "Fourth Amendment"), the Fifth Amendment to the Second Amended and Restated Credit Agreement dated as of September 28, 2022 (the "Fifth Amendment"), the Sixth Amendment to the Second Amended and Restated Credit Agreement dated as of November 30, 2022 (the "Sixth Amendment"), and the Seventh Amendment to the Amended and Restated Credit Agreement dated as of March 21, 2023 (the "Seventh Amendment"), and together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, the "Second Amended and Restated Credit Agreement"), with KeyBank National Association ("KeyBank") as administrative agent, and a syndicate of lenders, the Operating Partnership, as the borrower, **have** has been provided with a \$1.3 billion credit facility consisting of (i) a \$750.0 million senior unsecured revolving credit facility (the "Revolving Credit Facility"), under which the **Revolving Credit Facility** Company has drawn \$400 million (the "Revolving Loan"), maturing **in September 2023 with (subject** on March 30, 2024 (with two extension options to January 31, 2026, subject to the satisfaction of certain customary **conditions)** conditions, the first of which the Company exercised subsequent to year-end as described below), (ii) a **series of three-month extension options**, \$400.0 million senior unsecured term loan maturing in December 2025 (the "\$400M 2025 5-Year Term Loan"), and (iii) a \$150.0 million senior unsecured term loan maturing in April 2026 (the "\$150M 2026 7-Year Term Loan") and, together with the Revolving Credit Facility and the \$400M 2025 5-Year Term Loan, **2025, the "KeyBank Loans"**). The Second Amended and **the \$150M 7-Year Term Loan.** The credit facility Restated Credit Agreement also provides the option, subject to obtaining additional commitments from lenders and certain other customary conditions, to increase the commitments under the Revolving Credit Facility, **to** increase the existing term loans and/or incur new term loans by up to an additional \$1.0 billion in the aggregate. As of **December 31, 2022** **December 31, 2023**, the **remaining** available undrawn capacity under the Revolving Credit Facility was **\$202.9** **\$159.1** million.

Fourth Amendment to The Second Amended and Restated Credit Agreement requires that the Operating Partnership maintain a pool of unencumbered real properties (each a "Pool Property" and collectively the "Pool Properties") that meet certain requirements contained in the Second Amended and Restated Credit Agreement. The Second Amended and Restated Credit Agreement sets forth certain covenants relating to the Pool Properties, including, without limitation:

On April 28, 2022

- there must be no less than 15 Pool Properties at any time;
- no greater than 15% of the aggregate pool value may be contributed by a single Pool Property or tenant;
- no greater than 15% of the aggregate pool value may be contributed by Pool Properties subject to ground leases;
- no greater than 20% of the aggregate pool value may be contributed by Pool Properties which are under development or assets under renovation; and
- the minimum aggregate leasing percentage of all Pool Properties must be no less than 90%.

Borrowing availability under the Revolving Credit Facility is limited to the lesser of the maximum amount of all loans outstanding that would result in (i) an unsecured leverage ratio of no greater than 60%, **we, through our** or (ii) an unsecured interest coverage ratio of no less than 2.00:1.00.

Guarantors of the KeyBank Loans include the Company, each special purpose entity that owns a Pool Property, and each of the Operating Partnership, entered into the **Fourth Amendment** Partnership's other subsidiaries which owns a direct or indirect equity interest in a SPE that owns a Pool Property.

In addition to customary representations, warranties, covenants, and indemnities, the Second Amended and Restated Credit Agreement dated as of April 28, 2022, which amended our maturity extension on **requires** the **Revolving Credit Facility** from a one-year extension option (from June 2022 to June 2023) to a series of four three-month extension options (to September 28, 2022, December 28, 2022, March 28, 2023 and June 28, 2023, respectively). On May 24, 2022, we exercised the first three-month extension option on the Revolving Credit Facility, which extended the maturity date from June 28, 2022 to September 28, 2022.

Fifth Amendment to the Second Amendment and Restated Credit Agreement

On September 28, 2022, we, through our Operating Partnership entered into **to comply with** the **Fifth Amendment to the Second Amended and Restated Credit Agreement** dated as of September 28, 2022, following, which extended the maturity date **will be tested** on the Revolving Credit Facility from September 28, 2022 to September 30, 2023 and amended the maturity date extension options to a series of three three-month extensions (to December 30, 2023, March 30, 2024 and June 30, 2024, respectively). In addition, the contract interest rate was amended from LIBOR to SOFR plus 0.10% per annum (collectively, the "Adjusted SOFR"), **quarterly basis**:

Sixth Amendment to the Second Amendment and Restated Credit Agreement

On November 30, 2022, we, through our Operating Partnership, entered into the Sixth Amendment to the Second Amended and Restated Credit Agreement dated as of November 30, 2022, which, among other things, amended the covenant regarding Tangible Net Worth (as defined in the Second Amended and Restated Credit Agreement) such that the calculation thereof takes into account certain distributions and/or dividends (defined as "Restricted Payments") that are otherwise permitted by the Second Amended and Restated Credit Agreement.

Based on the terms as of December 31, 2022, the interest rate for the credit facility varies based on our **a maximum** consolidated leverage ratio **and ranges (a) in** of 60%, or, the **case** ratio may increase, on two occasions, to 65% for up to four consecutive quarters after a material acquisition;

- a minimum consolidated tangible net worth of not less than the sum of (i) \$1,000,000,000.00, plus (ii) (A) seventy-five percent (75%) of the Revolving Credit Facility, from Adjusted SOFR plus 1.30% net proceeds (gross proceeds less reasonable and customary costs of sale and issuance paid to Adjusted SOFR plus 2.20%, (b) in persons not affiliates of any credit party) received by the case of each of Company or the \$400M 5-Year Term Loan 2025, and the \$150M 7-Year Term Loan from Adjusted SOFR plus 1.25% to Adjusted SOFR plus 2.15%. If our Operating Partnership obtains an investment grade rating at any time from the issuance of its senior unsecured long term debt from Standard & Poor's Rating Services, Moody's Investors Service, Inc. shares (whether common, preferred or otherwise), or Fitch, Inc., the applicable SOFR margin and base rate margin will vary based on such rating and range (i) in the case of the Revolving Credit Facility, from Adjusted SOFR plus 0.825% to Adjusted SOFR plus 1.55%, (ii) in the case of the \$400M 5-Year Term Loan 2025 and the \$150M 7-Year Term Loan, from Adjusted SOFR plus 0.90% to Adjusted SOFR plus 1.75%.

See Part I "Item 1A. Risk Factors" of this Annual Report on Form 10-K for a discussion about risks that the replacement of LIBOR with an alternative reference rate may adversely affect interest rates on our current or future indebtedness and may otherwise adversely affect our financial condition and results of operations.

Seventh Amendment to the Second Amendment and Restated Credit Agreement

Prior to the Seventh Amendment, the final Revolving Credit Maturity Date (as defined in the Second Amended and Restated Credit Agreement) was June 30, 2024. On March 21, 2023, we, through our Operating Partnership, entered into the Seventh Amendment to the Second Amended and Restated Credit Agreement dated as of March 21, 2023 (the "Seventh Amendment"), which, among other things, (i) permits our Operating Partnership to extend the Revolving Commitments (as defined in the Second Amended and Restated Credit Agreement) of each Revolving Lender (as defined in the Second Amended and Restated Credit Agreement) to January 31, 2026 (the "Subsequent Extension"); (ii) amended the covenant regarding Tangible Net Worth (as defined in the Second Amended and Restated Credit Agreement) to reduce the baseline calculation for the required Tangible Net Worth from \$2,030,720,237 to \$1,000,000,000; and (iii) added a covenant that prohibits any special distributions from extraordinary non-recurring income.

The exercise of the Subsequent Extension by our Operating Partnership is conditioned upon, among other things, (i) prior to June 30, 2024, the Company consummating a listing of its equity interests which results in such equity interests being traded on the New York Stock Exchange and (ii) the payment of an extension fee on after the effective date of the Subsequent Extension in an amount equal to 20 basis points Seventh Amendment, plus (B) seventy-five percent (75%) of the amount of Revolving Commitments being extended in connection with OP Units of the Subsequent Extension.

In connection with Operating Partnership issued after the effective date of the Seventh Amendment, and as a condition minus (iii) seventy-five percent (75%) of the amount of any payments that are used to redeem shares (whether common, preferred or otherwise) of the effectiveness thereof, our Company or the Operating Partnership prepaid or to redeem OP Units after the outstanding principal balance (\$400,000,000) effective date of the 2024 Term Loan (as defined in Seventh Amendment, minus (iv) any amounts paid for the Second Amended and Restated Credit Agreement). The prepayment was funded through a draw redemption or retirement of, or any accrued return on, the revolving credit facility portion preferred equity held by SHBNPP Global Professional Investment Type Private Real Estate Trust No. 13 (H) (the "Preferred Holder");

- a minimum consolidated fixed charge coverage ratio of not less than 1.50:1.00;
- a maximum total secured debt ratio of not greater than 40%, which ratio may increase, on two occasions, to 45% for four consecutive quarters after closing of a material acquisition that is financed with secured debt;
- a minimum unsecured interest coverage ratio of 2.00:1.00;
- a maximum total secured recourse debt ratio, excluding recourse obligations associated with interest rate hedges, of 10% of our total asset value;
- aggregate maximum unhedged variable rate debt of not greater than 30% of the Second Amended Company's total asset value; and Restated Credit Agreement.
- a maximum unsecured leverage ratio of 60%, or, the ratio may increase, on two occasions, up to 65% for up to four consecutive quarters after a material acquisition.

Furthermore, the activities of the Operating Partnership, the Company, and the Company's subsidiaries must be focused principally on the ownership, development, operation and management of office, industrial, manufacturing, warehouse, distribution or educational properties (or mixed uses thereof) and businesses reasonably related or ancillary thereto.

As of December 31, 2023, the Revolving Loan Maturity Date was March 30, 2024. On February 12, 2024, the Company exercised an option to extend the Revolving Loan Maturity Date, which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

Derivative Instruments

As discussed in Note 6, *Interest Rate Contracts*, to the consolidated financial statements, we entered into interest rate swap agreements (collectively, "Interest Rate Swaps") to hedge the variable cash flows associated with certain existing or forecasted, LIBOR-based variable-rate debt, including our Second Amended and Restated Credit Agreement. The effective portion of changes in the fair value of derivatives the Interest Rate Swaps designated and that qualify as cash flow hedges is recorded in accumulated other comprehensive income ("AOCI") ("AOCI") and is subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. Derivatives The Interest Rate Swaps were used to hedge the variable cash flows associated with existing variable-rate debt and forecasted issuances of debt. The ineffective portion of the change in the fair value of the derivatives Interest Rate Swaps is recognized directly in earnings.

The following table sets forth a summary of the interest rate swaps Interest Rate Swaps at December 31, 2022 December 31, 2023 and December 31, 2021 December 31, 2022 (dollars in thousands):

	Fair Value ⁽¹⁾	Current Notional Amount

					December 31,		December 31,											
					Fair Value												Fair Value	Current
					(1)												(1)	Notional
					December												December	December
					31,												31,	31,
Derivative Instrument	Derivative Instrument	Effective Date	Maturity Date	Interest Rate	2022	2021	2022	2021	Derivative Instrument	Effective Date	Maturity Date	Interest Rate	2023	2022	2023	2022		
Assets/(Liabilities)	Assets/(Liabilities)																	
Interest Rate Swap	Interest Rate Swap	3/10/2020	7/1/2025	0.83%	\$12,391	\$ 1,648	\$150,000	\$150,000										
Interest Rate Swap	Interest Rate Swap	3/10/2020	7/1/2025	0.84%	8,244	1,059	100,000	100,000										
Interest Rate Swap	Interest Rate Swap	3/10/2020	7/1/2025	0.86%	6,145	749	75,000	75,000										
Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.82%	4,331	(7,342)	125,000	125,000										
Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.82%	3,444	(5,909)	100,000	100,000										
Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.83%	3,441	(5,899)	100,000	100,000										
Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.84%	3,408	(5,958)	100,000	100,000										
Interest Rate Swap																		
Interest Rate Swap																		
Total	Total				\$41,404	\$(21,652)	\$750,000	\$750,000										

(1) We record all derivative instruments on a gross basis in the consolidated balance sheets, and accordingly, there are no offsetting amounts that net assets against liabilities. As of December 31, 2022, December 31, 2023, derivatives where that were in an asset or liability position are included in the line item "Other" "Other assets or interest rate swap liability," respectively, in the consolidated balance sheets at fair value.

Common Equity

Distribution Reinvestment Plan

Prior to the Listing, the Company had adopted a distribution reinvestment plan (the "DRP"). On July 17, 2020, we filed a registration statement on Form S-3 (the "DRP Registration Statement") for the registration of up to \$100 million in common shares pursuant to our DRP (the "DRP Offering"). the DRP. The DRP Offering may be terminated at any time upon 10 days prior written notice to shareholders. As of December 31, 2022, we had sold 3,946,642 shares for approximately \$341.1 million in our DRP Offering.

On October 1, 2021, the Company we announced a suspension of our DRP, effective October 11, 2021. As of December 31, 2023, which remains in effect as we had sold 3,946,642 common shares for approximately \$341.1 million under our DRP Offering. On April 26, 2023, the Board approved a termination of the date DRP, effective May 15, 2023. On May 22, 2023, we filed a post-effective amendment to the DRP Registration Statement to deregister all of this filing. the common shares registered for sale that were not sold pursuant to the DRP Registration Statement.

Share Redemption Program

Prior to its suspension in February 2023 in anticipation of the proposed Listing, the Company had adopted the SRP a share redemption program ("SRP") that enables enabled shareholders to sell their shares to the Company in limited circumstances. The SRP was suspended on October 1, 2021 but resumed on a limited basis on August 5, 2022 (i.e., limited to redemptions in connection with a holder's death, disability or incompetence) on August 5, 2022 with the cap on quarterly redemptions was tied to a dollar amount to be set by the Board and disclosed by the Company. Quarterly redemptions were capped at \$5 million (or some other quarterly or annual amount determined by the Board and announced at least 10 business days before the applicable redemption date) \$5.0 million. In addition, pursuant to the terms of the SRP, during any calendar year, with respect to each share class, the Company was permitted to redeem no more than 5% of the weighted-average weighted average number of shares of such class outstanding during the prior calendar year.

Under the SRP when the SRP is not suspended, the Company will would redeem shares as of the last business day of each quarter. The redemption quarter at a price is equal to the most recently published NAV per share for the applicable class prior to quarter end. Redemption requests must be received by 3:00 p.m. (Central time) one business day before on the last business day of the applicable quarter. Redemption requests exceeding the quarterly cap are filled on a pro rata basis, except that if pro rata redemption would result in a shareholder owning less than the minimum balance of \$2,500 of the Company's common shares, then the Company would redeem all of such shareholder's shares to the extent that there are funds available. All unsatisfied redemption requests were treated as a request for redemption at the redemption date unless withdrawn by the shareholder.

During the year ended December 31, 2022 December 31, 2023, we the Company redeemed 149,730 941 shares. The SRP was suspended again on March 7, 2023 and terminated in connection with the Listing.

Perpetual Convertible Preferred Shares

Upon consummation Prior to the Listing, the Company redeemed the only preferred shares being the 5,000,000 shares of the Predecessor Merger, we issued 5,000,000 Series A Cumulative Perpetual Convertible Preferred Shares to the Purchaser (defined below). We assumed the purchase agreement (the "Purchase Agreement" "Series A Preferred Shares") that our Predecessor entered into on August 8, 2018 with held by SHBNPP Global Professional Investment Type Private Real Estate Trust No. 13(H) (the "Preferred Holder") in exchange for a redemption payment of \$125.0 million, plus accumulated and unpaid dividends of \$2.4 million (the "Preferred Redemption").

The Preferred Holder initially purchased the 5,000,000 Series A Preferred Shares at a price of \$25.00 per share pursuant to that certain purchase agreement (the "Purchase Agreement") that our Predecessor entered into on August 8, 2018 with the Preferred Holder (acting through Kookmin Bank as trustee) (the "Purchaser") and Shinhan BNP Paribas Asset Management Corporation, as an asset manager of the Purchaser, pursuant Preferred Holder.

On April 10, 2023, the Company entered into a Redemption Agreement (the "Redemption Agreement") with the Preferred Holder and Shinhan Asset Management Co., Ltd.

Pursuant to which the Purchaser Redemption Agreement, the Company effectuated the Preferred Redemption in accordance with the Articles Supplementary filed by the Company on April 30, 2019 (the "Articles Supplementary"). The Preferred Holder agreed to purchase an aggregate waive the Redemption Fee (as defined in the Articles Supplementary) in the amount of 10,000,000 shares of Series A Cumulative Perpetual Convertible Preferred Shares at a price of \$25.00 per share (the "Series A Preferred Shares") \$1.9 million and any other payments in two tranches, each comprising 5,000,000 connection with the Series A Preferred Shares.

Pursuant The Redemption Agreement also terminated the Purchase Agreement, and provided that any rights and privileges afforded to the Preferred Holder under the Purchase Agreement were terminated and canceled and of no further force or effect, and no party to the Purchase Agreement has any further obligations thereunder.

Additionally, the Purchaser has agreed to purchase an additional 5,000,000 Series A Preferred Shares (the "Second Issuance") at a later date (the "Second Issuance Date") for an additional purchase price Company had \$5.0 million of \$125 million subject to approval by the Purchaser's internal investment committee and the satisfaction of certain other conditions set forth in the Purchase Agreement. Pursuant capitalized offering costs related to the Purchaser is generally restricted from transferring the Series A Preferred Shares or the economic interest in the Series A Preferred Shares for a period of five years from the applicable closing date. We do not expect that additional Series A Preferred Shares will be issued.

Distributions for Perpetual Convertible Preferred Shares

Subject to the terms of the applicable articles supplementary, the holder initial issuance of the Series A Preferred Shares, are entitled which were previously recorded to receive distributions equity and were written off during the year as a non-cash expense to preferred units redemption charge on the statement of operations.

During the year ended December 31, 2023, the Company paid dividends in quarterly in arrears at a rate equal to one-fourth (1/4) of the applicable varying rate, as follows:

- i. 6.55% from and after August 8, 2018 until August 8, 2023, or if the Second Issuance occurs, the five year anniversary of the Second Issuance Date (the "Reset Date"), subject to paragraphs (iii) and (iv) below;
- ii. 6.75% from and after the Reset Date, subject to paragraphs (iii) and (iv) below;
- iii. if a listing of our common shares or the Series A Preferred Shares on a national securities exchange registered under Section 6(a) of the Exchange Act, does not occur by August 1, 2020 (the "First Triggering Event"), 7.55% from and after August 2, 2020 and 7.75% from and after the Reset Date, subject to paragraph (iv) below and certain conditions as set forth in the articles supplementary; or
- iv. if such a listing does not occur by August 1, 2021, 8.05% from and after August 2, 2021 until the Reset Date, and 8.25% from and after the Reset Date.

\$2.4 million. As of December 31, 2022 December 31, 2023, our annual distribution rate was 8.05% for the Series A Preferred Shares since no listing of either our common shares or the Series A Preferred Shares occurred prior further dividends to August 1, 2021.

Liquidation Preference

Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series A Preferred Shares will be entitled to be paid out of our assets legally available for distribution to the shareholders, after payment of or provision for our debts and other liabilities, liquidating distributions, were due in cash or property at its fair market value as determined by the Board, in the amount, for each outstanding Series A Preferred Share equal to \$25.00 per Series A Preferred Share (the "Liquidation Preference"), plus an amount equal to any accumulated and unpaid distributions to the date of payment, before any distribution or payment is made to holders of common shares or any other class or series of equity securities ranking junior to the Series A Preferred Shares but subject to the preferential rights of holders of any class or series of equity securities ranking senior to the Series A Preferred Shares. After payment light of the full amount of the Liquidation Preference to which they are entitled, plus an amount equal to any accumulated and unpaid distributions to the date of payment, the holders of Series A Preferred Shares will have no right or claim to any of our remaining assets. Redemption.

Company Redemption Rights

The Series A Preferred Shares may be redeemed by the Company, in whole or in part, at our option, at a per share redemption price in cash equal to \$25.00 per Series A Preferred Share (the "Redemption Price"), plus any accumulated and unpaid distributions on the Series A Preferred Shares up to the redemption date, plus, a redemption fee of 1.5% of the Redemption Price in the case of a redemption that occurs on or after the date of the First Triggering Event, but before August 8, 2023.

Holder Redemption Rights

In the event we fail to effect a listing of common shares or Series A Preferred Shares by August 1, 2023, the holder of any Series A Preferred Shares has the option to request a redemption of such shares on or on any date following August 1, 2023, at the Redemption Price, plus any accumulated and unpaid distributions up to the redemption date (the "Redemption Right"); provided, however, that no holder of the Series A Preferred Shares shall have a Redemption Right if such a listing occurs prior to or on August 1, 2023.

Conversion Rights

Subject to our redemption rights and certain conditions set forth in the articles supplementary, a holder of the Series A Preferred Shares, at his or her option, will have the right to convert such holder's Series A Preferred Shares into common shares any time after the earlier of (i) August 8, 2023, or if the Second Issuance occurs, five years from the Second Issuance Date or (ii) a Change of Control (as defined in the articles supplementary) at a per share conversion rate equal to the Liquidation Preference divided by the then Common Shares Fair Market Value (as defined in the articles supplementary).

Other Potential Future Sources of Capital

Other potential future sources of capital include proceeds from potential private or public offerings of our shares or OP Units, proceeds from secured or unsecured financings from banks or other lenders, including debt assumed in a real estate acquisition transaction, proceeds from the sale of properties and undistributed funds from operations, and entering into joint venture arrangements to acquire or develop facilities, invest in assets. If necessary, we may use financings or other sources of capital in the event of unforeseen significant capital expenditures. To the extent we are not able to secure additional financing in the form of a credit facility or other third party source of liquidity, we will be heavily dependent upon our current financing and income from operations.

Liquidity Requirements

Our principal liquidity needs for the next 12 months and beyond in the longer term are to fund:

- normal recurring operating expenses;
- payment of debt service and principal repayment obligations; on outstanding indebtedness; including any maturing debt that we may be unable to refinance on attractive terms or at all;
- satisfaction of the Redemption Right held by the holder of the Series A Preferred Shares, in the event that a listing has not occurred prior to or August 1, 2023;
- capital expenditures, including tenant improvements and leasing costs;
- redemptions;
- distributions dividends to common shareholders, including preferred equity distribution and distributions to holders of OP Units; and
- possible acquisitions acquisition of, properties, or investment in, assets.

Our long-term liquidity requirements consist primarily of funds necessary to acquire additional properties and repay indebtedness. We expect to meet our long-term liquidity requirements through various sources of capital including proceeds from secured or unsecured financings from banks or other lenders, proceeds from the sale of properties and undistributed funds from operations, and entering into joint venture arrangements to acquire or develop facilities. If necessary, we may use financings or other sources of capital in the event of unforeseen significant capital expenditures. To the extent we are not able to secure additional financing in the form of a credit facility, securitization vehicle or other third party source of liquidity, we will be heavily dependent upon our current financing and income from operations, as described above. The success of our business strategy will depend, to a significant degree, on our ability to access these various capital sources.

To qualify as a REIT, we must meet a number of organizational and operational requirements on a continuing basis, including the requirement that we annually distribute at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding net capital gain, to our shareholders. As a result of this requirement, we cannot rely on retained earnings to fund our business needs to the same extent as other entities that are not REITs. If we do not have sufficient funds available to us from our operations to fund our business needs, we will need to find alternative ways to fund those needs. Such alternatives may include, among other things, divesting ourselves of properties (whether or not the sales price is optimal or otherwise meets our strategic long-term objectives), incurring additional indebtedness or issuing equity securities in public or private transactions, the availability and attractiveness of the terms of which cannot be assured.

Cash Requirements

The Company's material cash requirements as of as of December 31, 2022 include December 31, 2023 including the following contractual obligations are as follows (in thousands):

		Payments Due During the Years Ending December 31,			Payments Due During the Years Ending December 31,		
		2023	Thereafter	Total	2024	Thereafter	Total
Outstanding debt obligations	Outstanding debt obligations						
(1)	(1)	\$ 43,101	\$1,446,702	\$1,489,803			

Interest on outstanding debt obligations	Interest on outstanding debt obligations			
(2)	(2)	77,015	169,682	246,697
Ground lease obligations	Ground lease obligations	2,300	262,890	265,190
Total(3)	Total(3)	\$122,416	\$1,879,274	\$2,001,690

(1) Amounts only include principal payments. The payments on our mortgage debt do not include the premium/discount or debt financing costs.

(2) Projected interest payments are based on the outstanding principal amounts at **December 31, 2022** **December 31, 2023**. Projected interest payments on the Credit Facility and Term Loan are based on the contractual interest rates in effect at **December 31, 2022** **December 31, 2023**.

(3) Does not include amounts required to satisfy the Redemption Right held by the holder of Series A Preferred Shares.

Capital Expenditures and Tenant Improvement Commitments

As of **December 31, 2022** **December 31, 2023**, we had aggregate remaining contractual commitments for repositioning, capital expenditure projects, leasing commitments and tenant improvements of approximately **\$29.7 million** **\$15.7 million**.

Summary of Cash Flows

We expect to meet our short-term operating liquidity requirements with operating cash flows generated from our properties and draws from our **KeyBank loans**. **Revolving Credit Facility**.

Our Comparison of the cash flow activity for the year ended December 31, 2023 to December 31, 2022 is as follows (in thousands):

	Year Ended December 31,			Change
	2023	2022		
Net cash provided by operating activities	\$ 89,152	\$ 152,676	\$	(63,524)
Net cash provided by investing activities	\$ 308,555	\$ 1,098,343	\$	(789,788)
Net cash used in financing activities	\$ (234,641)	\$ (1,199,215)	\$	964,574

Cash and cash equivalents and restricted cash activity increased by approximately \$69.0 million during the year ended December 31, 2022 compared to the same period a year ago were \$401.0 million and were primarily used in or provided by the following (in thousands):

	Year Ended December 31,			Change
	2022	2021		
Net cash provided by operating activities	\$ 152,676	\$ 204,979	\$	(52,303)
Net cash used in investing activities	\$ 1,098,343	\$ (62,810)	\$	1,161,153
Net cash used in financing activities	\$ (1,199,215)	\$ (159,335)	\$	(1,039,880)

\$237.9 million, respectively.

Operating Activities. Cash flows provided by operating activities are primarily dependent on the occupancy level, the rental rates of our leases, the collectability of rent and recovery of operating expenses from our tenants, and the timing of **acquisitions**. **acquisitions of and/or other investments in properties**. During the year ended **December 31, 2022** **December 31, 2023**, we generated **\$152.7 million** **\$89.2 million** in cash from operating activities compared to **\$205.0 million** **\$152.7 million** for the year ended **December 31, 2021** **December 31, 2022**. The decrease in cash from operating activities for the year ended **December 31, 2023** compared to the year ended December 31, 2022 was primarily due to the **property dispositions that occurred** **reduction in operating cash flow from the** **years ended December 31, 2022** **disposition of 59 properties in 2022 and 2021**. **2023**.

Investing Activities. Cash provided by investing activities for the years ended **December 31, 2022** **December 31, 2023** and **2021** **2022** consisted of the following (in thousands):

	Year Ended December 31,		
	2022	2021	Increase (decrease)
Net cash (used in) provided by investing activities:			

Distributions of capital from investment in unconsolidated entities		\$ —	\$ 42	\$ (42)
		2023		
		2023		
		2023	2022	Increase (decrease)
Net cash provided by investing activities:				
Proceeds from disposition of properties	Proceeds from disposition of properties	1,120,803	22,408	1,098,395
Restricted reserves		—	1,078	(1,078)
Proceeds from disposition of properties				
Proceeds from disposition of properties				
Sale of investment in unconsolidated entities	Sale of investment in unconsolidated entities	31,000	—	31,000
Total sources of cash provided by investing activities	Total sources of cash provided by investing activities	\$1,151,803	\$ 23,528	\$1,097,275
Uses of cash for investing activities:				
Cash acquired in connection with the Company Merger, net of acquisition costs		\$ —	\$(36,746)	\$ 36,746
Restricted reserves				
Restricted reserves				
Restricted reserves	Restricted reserves	(266)	—	(266)
Payments for construction in progress	Payments for construction in progress	(17,494)	(49,260)	31,766
Purchase of investment in unconsolidated entities	Purchase of investment in unconsolidated entities	(34,558)	—	(34,558)
Purchase of investments	Purchase of investments	(1,142)	(332)	(810)
Total sources of cash (used in) provided by investing activities	Total sources of cash (used in) provided by investing activities	\$ (53,460)	\$(86,338)	\$ 32,878
Net cash (used in) provided by investing activities		\$1,098,343	\$(62,810)	\$1,130,153
Financing Activities. Cash used in financing activities for the years ended December 31, 2022 December 31, 2023 and 2021 2022 consisted of the following (in thousands):				
Year Ended December 31,				

		2022	2021	Increase (decrease)
Year Ended December 31,		2023	2023	
		2023	2022	Increase (decrease)
Sources of cash provided by financing activities:	Sources of cash provided by financing activities:			
Proceeds from borrowings - Term Loan		\$ —	\$ 400,000	\$ (400,000)
Proceeds from borrowings - Revolving Loan				
Proceeds from borrowings - Revolving Loan				
Proceeds from borrowings - Revolving Loan				
Total sources of cash provided by financing activities	Total sources of cash provided by financing activities	\$ —	\$ 400,000	\$ (400,000)
Uses of cash (used in) provided by financing activities:	Uses of cash (used in) provided by financing activities:			
Principal payoff of indebtedness - CCIT II Credit Facility		\$ —	\$ (415,500)	\$ 415,500
Principal payoff of secured indebtedness - Mortgage Debt	Principal payoff of secured indebtedness - Mortgage Debt	(469,777)	(1,292)	(468,485)
Principal pay down of indebtedness - Revolving Credit Facility		(373,500)	—	(373,500)
Principal payoff of secured indebtedness - Mortgage Debt				
Principal payoff of secured indebtedness - Mortgage Debt				
Principal pay down of indebtedness - Revolving Loan				
Principal payoff of indebtedness - Term Loan	Principal payoff of indebtedness - Term Loan	(200,000)	—	(200,000)

Principal amortization payments on secured indebtedness	Principal amortization payments on secured indebtedness	(8,736)	(9,786)	1,050
Repurchase of common shares to satisfy employee tax withholding requirements	Repurchase of common shares to satisfy employee tax withholding requirements	(3,189)	(2,874)	(315)
Redemption of preferred units				
Repurchase of common shares	Repurchase of common shares	(5,617)	(25,517)	19,900
Distributions to common shareholders		(114,110)	(82,976)	(31,134)
Dividends to common shareholders				
Dividends paid on preferred units subject to redemption	Dividends paid on preferred units subject to redemption	(10,063)	(9,542)	(521)
Distributions to noncontrolling interests		(11,136)	(11,134)	(2)
Dividends to noncontrolling interests				
Deferred financing costs	Deferred financing costs	(2,724)	(567)	(2,157)
Offering costs	Offering costs	(43)	(47)	4
Financing lease payment	Financing lease payment	(320)	(100)	(220)
Total sources of cash (used in) provided by financing activities	Total sources of cash (used in) provided by financing activities	<u>\$ (1,199,215)</u>	<u>\$ (559,335)</u>	<u>\$ (639,880)</u>
Net cash (used in) provided by financing activities	Net cash (used in) provided by financing activities	<u>\$ (1,199,215)</u>	<u>\$ (159,335)</u>	<u>\$ (1,039,880)</u>

Distributions Dividends

Dividends will be authorized at the discretion of our Board and be paid to our shareholders as of the record date selected by our Board. We expect to pay distributions regularly dividends on a quarterly basis unless our results of operations, our general financial condition, general economic conditions, or other factors inhibit us from doing so. Distributions will be authorized at the discretion of our Board, which will be directed, in substantial part, by its obligation to cause us to comply with the REIT requirements of the Internal Revenue Code of 1986, as amended. The funds we receive from operations that are available for distribution to pay dividends may be affected by a number of factors, including the following:

- our operating and interest expenses;
- the amount of distributions or dividends received by us from our indirect real estate investments; ability to sell properties;
- our ability to keep our properties occupied;
- our ability to maintain or increase rental rates;
- tenant improvements capital expenditures and reserves for such capital expenditures;
- the issuance of additional shares; and
- financings, refinancings, debt repayment and debt repayment. limitations on dividends under our KeyBank Loans, property secured mortgages, or other debt.

Distributions may be funded with operating cash flow from our properties To the extent that we do not have taxable income, distributions paid will be considered a return of capital to shareholders. The following table shows distributions paid, and cash flow provided by operating activities during the year ended December 31, 2022 and December 31, 2021 (dollars in thousands):

	Year Ended December 31, 2022		Year Ended December 31, 2021	
Distributions paid in cash — noncontrolling interests	\$	11,136	\$	11,134
Distributions paid in cash — common shareholders		114,110		82,976
Distributions paid in cash — preferred shareholders		10,063		9,542
Distributions of DRP		—		22,886
Total distributions	\$	135,309 ⁽¹⁾	\$	126,538
Source of distributions ⁽²⁾				
Paid from cash flows provided by operations	\$	135,309	100 % \$	103,652 82 %
Offering proceeds from issuance of common shares pursuant to the DRP		—	—	22,886 18
Total sources	\$	135,309 ⁽³⁾	100 % \$	126,538 100 %
Net cash provided by operating activities	\$	152,676	\$	204,979

(1) Distributions are paid on a monthly basis in arrears. Distributions for all record dates of a given month are paid on or about the first business day of the following month. Total cash distributions declared but not paid as of December 31, 2022 were \$10.6 million for common shareholders and noncontrolling interests.

(2) Percentages were calculated by dividing the respective source amount by the total sources of distributions.

(3) Allocation of total sources are calculated on a quarterly basis.

For the year ended December 31, 2022, we paid and declared cash distributions of approximately \$114.1 million to common shareholders including shares issued pursuant to the DRP, and approximately \$11.1 million to the partners of our Operating Partnership, as compared to FFO attributable to common shareholders and partners and AFFO available to common shareholders and partners for the year ended December 31, 2022 of approximately \$14.7 million and \$190.7 million, respectively. The payment of distributions from sources other than FFO or AFFO may reduce the amount of proceeds available for investment and operations or cause us to incur additional interest expense as a result of borrowed funds. From our inception through December 31, 2022, we paid approximately \$1.1 billion of cumulative distributions (excluding preferred distributions), including approximately \$341.2 million reinvested through our DRP, as compared to net cash provided by operating activities of approximately \$766.1 million.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risks include risks that arise from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market-sensitive instruments. We expect that the primary market risk to which we will believe we may be exposed is interest rate risk, including the risk of changes in the underlying rates on our variable rate debt, which may result from factors that are beyond our control. Our current indebtedness consists of the KeyBank loans and other loans and property secured mortgages as described in Note 5, Debt, to our consolidated financial statements included in this Annual Report on Form 10-K. These instruments were not entered into for trading purposes.

Our interest rate risk management objectives will be to limit the impact of interest rate changes on earnings and cash flows and to lower overall borrowing costs. To achieve our objectives, we may borrow at fixed rates or variable rates. We may also utilize a variety of financial instruments, including interest rate swap agreements, caps, floors, and other interest rate exchange contracts. We will not enter into these financial instruments for speculative purposes. The use of these types of instruments to hedge a portion of our exposure to changes in interest rates carries additional risks, such as counterparty credit risk and the legal enforceability of hedging contracts.

As of December 31, 2022 December 31, 2023, our debt consisted of approximately \$1.3 billion \$1.2 billion in fixed rate debt (including the effect of interest rate swaps) and approximately \$200.0 million in variable rate debt (excluding unamortized deferred financing cost and discounts, net, of approximately \$4.4 million \$5.6 million). As of December 31, 2021 December 31, 2022, our debt consisted of approximately \$1.8 billion \$1.3 billion in fixed rate debt (including the effect of interest rate swaps) and approximately \$773.5 million \$200.0 million in variable rate debt (excluding unamortized deferred financing cost and discounts, net, of approximately \$9.1 million \$4.4 million). Changes in interest rates have different impacts on the fixed and variable rate debt. A change in interest rates on fixed rate debt impacts its fair value but has no effect on interest incurred or cash flows. A change in interest rates on variable rate debt could affect the interest incurred and cash flows and its fair value.

Our future earnings and fair values relating to variable rate financial instruments are primarily dependent upon prevalent market rates of interest, such as **LIBOR, SOFR**. However, our interest rate swap agreements are intended to reduce the effects of interest rate changes. The effect of an increase of 100 basis points in interest rates, assuming a **LIBOR SOFR** floor of 0%, on our variable-rate debt, including our KeyBank loans, after considering the effect of our interest rate swap agreements, would decrease our future earnings and cash flows by approximately \$2.0 million annually.

Interest rate risk amounts were determined by considering the impact of hypothetical interest rates on our financial instruments. These analyses do not consider the effect of any change in overall economic activity that could occur. Further, in the event of a change of that magnitude, we may take actions to further mitigate our exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, these analyses assume no changes in our financial structure.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements and supplementary data filed as part of this Annual Report on Form 10-K are set forth beginning on page F-1 of this Annual Report on Form 10-K.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Annual Report on Form 10-K, management, with the participation of our principal executive and principal financial officers, **including our chief executive officer and chief financial officer**, evaluated the effectiveness of the design and operation of our disclosure controls and procedures. Based upon, and as of the date of the evaluation, our chief executive officer and chief financial officer concluded that the disclosure controls and procedures were effective as of the end of the period covered by this Annual Report on Form 10-K to ensure that information required to be disclosed in the reports we file and submit under the Exchange Act is recorded, processed, summarized and reported as and when required. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports we file and submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for us. Our management, including our chief executive officer and chief financial officer, evaluated, as of **December 31, 2022 December 31, 2023**, the effectiveness of our internal control over financial reporting using the framework in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on that evaluation, our management concluded that our internal control over financial reporting was effective as of **December 31, 2022 December 31, 2023**.

There have been no changes in The effectiveness of our internal control over financial reporting that occurred during the quarter ended December 31, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. as of December 31, 2023 has been audited by Ernst & Young LLP, an independent accounting firm, as stated in its report, which is included herein.

ITEM 9B. OTHER INFORMATION

Employment Agreements With Named Executive Officers

On March 23, 2023 During the three months ended December 31, 2023, the Company entered into amended and restated employment agreements with each of Michael J. Escalante, Javier F. Bitar and Nina Montazee Sitzer (each, an "Executive"), effective as of the date of the Listing (each, an "Employment Agreement," and together, the "Employment Agreements"). The Employment Agreements amend and restate the employment agreements that the Company previously entered into with each Executive. Pursuant to these Employment Agreements, Michael J. Escalante continues in his roles as Chief Executive Officer and President, Mr. Javier F. Bitar continues in his role as Chief Financial Officer and Ms. Nina Montazee Sitzer is appointed Chief Legal and Administrative Officer, Executive Vice President – Operations.

The Employment Agreements have an initial term of five years and automatically renew for additional one year periods thereafter, unless either the Company no trustee or the Executive provide advance written notice of their respective intents not to renew or unless sooner terminated in accordance with the terms thereof (the "Term").

Employment Agreement with Mr. Escalante

Pursuant to the terms of the Employment Agreement with Mr. Escalante (the "Escalante Employment Agreement"), Mr. Escalante is entitled to, among other things:

- Beginning January 1, 2023, an annual base salary of \$925,000, subject to annual review for increase (but not decrease) by the Board or a committee thereof;
- Beginning January 1, 2023, an annual cash bonus opportunity ("Incentive Bonus") with threshold, target and maximum award opportunities of 175%, 250% and 325%, respectively, of the base salary actually paid for such year, with the threshold, target and maximum Incentive Bonus levels for calendar years following 2023 established by the compensation committee of the Board in its sole discretion, provided the goals and objectives applicable to the payment of the Incentive Bonus for the executive team shall be established in good faith consultation with Mr. Escalante, and with the entitlement to and payment of an Incentive Bonus subject to the reasonable and good faith approval of the compensation committee of the Board;
- Equity awards during the Term, if any, subject to the sole discretion of the compensation Committee of the Board;
- Payments and benefits upon termination of employment as follows:

- Death or Disability (as defined in the Escalante Employment Agreement): (i) base salary earned but not paid as of the termination date, any Incentive Bonus earned by Mr. Escalante for the prior calendar year but not yet paid, reimbursement for unpaid expenses to which Mr. Escalante is entitled to reimbursement, and any other vested compensation or benefits to which Mr. Escalante is entitled under any benefits plans (collectively, the "Accrued Obligations"); (ii) the Incentive Bonus for the calendar year in which the termination occurs, pro-rated for the amount of time Mr. Escalante was employed during such calendar year, assuming target performance; (iii) a lump sum payment equal to 24 months of Healthcare Benefits (as defined in the Escalante Employment Agreement); and (iv) the automatic vesting of (1) all outstanding equity awards held by Mr. Escalante as of immediately prior to his termination, assuming target performance for any performance period that has not yet ended (the "Equity Award Vesting"), and (2) Mr. Escalante's account under the Company's Executive Deferred Compensation Plan, in full.

- Without Cause or with Good Reason (as such terms are defined in the Escalante Employment Agreement): (i) the Accrued Obligations; (ii) a pro-rated Incentive Bonus for the calendar year in which such termination occurs (assuming at least target individual performance and actual Company performance for the entire performance period), pro-rated for the amount of time Mr. Escalante was employed during such calendar year; (iii) a lump sum payment equal to three (3) times the sum of (A) his base salary then in effect plus (B) the average of the target Incentive Bonus for the prior two calendar years preceding the year in which such termination; (iv) a lump sum payment equal to 24 months of Healthcare Benefits (as defined in the Escalante Employment Agreement); (v) the Equity Award Vesting; and (vi) the vesting in full of Mr. Escalante's account under the Company's Executive Deferred Compensation Plan

- Termination by the Company without Cause or by Mr. Escalante with Good Reason during the Term and within six months preceding or 12 months following a Change in Control (as defined in the Escalante Employment Agreement) of the Company: all of the benefits and payments described in the paragraph "Without Cause or with Good Reason" above, except that (i) the Healthcare Benefits will be calculated to cover 36 months, and (ii) the pro-rated Incentive Bonus shall be calculated using the greater of actual Company performance or target Company performance, should such an applicable target level have been established as of the termination

- Termination following a Liquidation Event (as defined in the Escalante Employment Agreement to include the earlier of the Board's approval of a plan of liquidation or dissolution **officer** of the Company **adopted** or the total combined book value of the Company, along with the Company's management and operating companies, falling below \$250 million dollars) either: (i) due to (1) expiration of the Term (other than due Mr. Escalante's election not to renew), **terminated a "Rule 10b5-1 trading agreement"** or (2) because Mr. Escalante is terminated by the Company without Cause (as **"non-Rule 10b5-1 trading agreement,"** each term as defined in the Escalante Employment Agreement), (ii) by Mr. Escalante for Good Reason within six months preceding or 12 months following a Change in Control, or (iii) due to Good Reason, other than a Duty

Diminution (as defined in the Escalante Employment Agreement), all the benefits and payments described in the paragraph "Termination by the Company without Cause or by Mr. Escalante with Good Reason during the Term and within six months preceding or 12 months following a Change in Control" with sufficient assets to pay such amounts promptly reserved by the Company upon such Liquidation Event.

The Escalante Employment Agreement also provides that Mr. Escalante will be subject to customary non-compete, non-solicitation, non-disparagement and other restrictive covenants.

Employment Agreements With Mr. Bitar and Ms. Sitzer

The Employment Agreements for Javier F. Bitar and Nina Momtazee Sitzer are substantially similar to the material terms **Item 408(a)** of the Escalante Employment Agreement except as noted below:

Javier F. Bitar. Mr. Bitar serves as the Company's Chief Financial Officer. His initial base salary is \$525,000 and his Incentive Bonus threshold, target and maximum award opportunities are 100%, 150%, and 200%, respectively. Upon termination for Death or Disability, the lump sum payment will be equal to 18 months of Healthcare Benefits. Upon termination Without Cause or with Good Reason, Mr. Bitar will receive a lump sum payment equal to 1.5 times his base salary plus Incentive Bonus (as described above) and a lump sum payment equal to 18 months of Healthcare Benefits. Upon termination six months preceding or 12 months following a Change in Control, Mr. Bitar will receive a lump sum payment equal to 2.5 times his base salary plus Incentive Bonus and a lump sum payment equal to 30 months of Healthcare Benefits.

Nina Momtazee Sitzer. Ms. Sitzer serves as the Company's Chief Legal and Administrative Officer, Executive Vice President – Operations. Her initial base salary is \$500,000 and her Incentive Bonus threshold, target and maximum award opportunities are 100%, 150%, and 200%, respectively. Upon termination for Death or Disability, the lump sum payment will be equal to 18 months of Healthcare Benefits. Upon termination Without Cause or with Good Reason, Ms. Sitzer will receive a lump sum payment equal to 1.5 times her base salary plus Incentive Bonus (as described above) and a lump sum payment equal to 18 months of Healthcare Benefits. Upon termination six months preceding or 12

months following a Change in Control, Ms. Sitzer will receive a lump sum payment equal to 2.5 times her base salary plus Incentive Bonus and a lump sum payment equal to 30 months of Healthcare Benefits.Regulation S-K.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

We expect to file a definitive proxy statement for our 2023 2024 Annual Meeting of Shareholders (the "2023 2024 Proxy Statement") with the SEC, pursuant to Regulation 14A, not later than 120 days after the end of our fiscal year. Accordingly, certain information required by Part III has been omitted under General Instruction G(3) to Form 10-K and is incorporated by reference to the 2023 2024 Proxy Statement. Only those sections of the 2023 2024 Proxy Statement that specifically address the items required to be set forth herein are incorporated by reference.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is incorporated herein by reference to the 2023 2024 Proxy Statement to be filed within 120 days after the end of the year ended December 31, 2022 December 31, 2023.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated herein by reference to the 2023 2024 Proxy Statement to be filed with the SEC within 120 days after the end of the year ended December 31, 2022 December 31, 2023.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated herein by reference to the 2023 2024 Proxy Statement to be filed with the SEC within 120 days after the end of the year ended December 31, 2022 December 31, 2023.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated herein by reference to the 2023 2024 Proxy Statement to be filed with the SEC within 120 days after the end of the year ended December 31, 2022 December 31, 2023.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is incorporated herein by reference to the 2023 2024 Proxy Statement to be filed with the SEC within 120 days after the end of the year ended December 31, 2022 December 31, 2023.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) List of Documents Filed.

1. The list of the financial statements contained herein is set forth on page F-1 hereof.
2. Schedule III — Real Estate and Accumulated Depreciation is set forth beginning on page S-1 hereof. All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are not applicable and therefore have been omitted.
3. The Exhibits filed in response to Item 601 of Regulation S-K are listed on the Exhibit Index below.

(b) See (a) 3 above.

(c) See (a) 2 above.

EXHIBIT INDEX

The following exhibits are included in this Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023 (and are numbered in accordance with Item 601 of Regulation S-K).

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of October 29, 2020, by and among Griffin Capital Essential Asset REIT, Inc., GRT (Cardinal REIT Merger Sub), LLC, Griffin Capital Essential Asset Operating Partnership, L.P., GRT OP (Cardinal New GP Sub), LLC, GRT OP (Cardinal LP Merger Sub), LLC, GRT OP (Cardinal OP Merger Sub), LLC, Cole Office & Industrial REIT (CCIT II), Inc., Cole Corporate Income Operating Partnership II, LP and CRI CCIT II LLC (incorporated by reference to Annex A to the Proxy Statement/Prospectus that is part of the Registration Statement on Form S-4, filed on November 25, 2020, SEC File No. 333-250962)
2.2	Agreement and Plan of Merger, dated as of December 14, 2018, by and among Griffin Capital Essential Asset REIT II, Inc., Griffin Capital Essential Asset Operating Partnership II, L.P., Globe Merger Sub, LLC, Griffin Capital Essential Asset REIT, Inc. and Griffin Capital Essential Asset Operating Partnership, L.P., incorporated by reference to Exhibit 2.1 to the Registrant's Current on Form 8-K, filed on December 20, 2018, SEC File No. 000-55605
3.1	Declaration of Trust, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on January 20, 2023, SEC File No. 000-55605
3.2	Amended and Restated Bylaws, Articles of Amendment to Declaration of Trust, incorporated by reference to Exhibit 3.2 3.1 to the Registrant's Current Report on Form 8-K, filed on March 10, 2023, SEC File No. 000-55605
3.3	Articles of Amendment to Declaration of Trust, incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K, filed on January 20, 2023 April 17, 2023, SEC File No. 000-55605 001-41686
3.3 3.4	Second Amended and Restated Bylaws, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 20, 2023, SEC File No. 000-55605
3.4	Articles Supplementary to First Articles of Amendment and Restatement, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
3.5	Articles of Amendment to Declaration of Trust, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 10, 2023, SEC File No. 000-55605
4.1	Third Amended and Restated Share Redemption Program
4.2 4.1*	Description of Securities
10.1+	Employee and Director Long-Term Incentive Plan, incorporated by reference to Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q, filed on August 21, 2014, SEC File No. 333-194280
10.2+	Griffin Realty Trust Amended and Restated Employee and Trustee Long-Term Incentive Plan, incorporated by reference to Appendix B included in the Registrant's Definitive Proxy Statement on Schedule 14A filed on April 15, 2020, SEC File No. 000-55605
10.2+*	Amendment No. 1 to the Griffin Peakstone Realty Trust Amended and Restated Employee and Trustee Long-Term Incentive Plan, incorporated by reference to Exhibit 10.2 to the Registrant's Annual Report on Form 10-K, filed on February 28, 2022, SEC File No. 000-55605
10.3+*	Amendment No. 2 to the Griffin Realty Trust Second Amended and Restated Employee and Trustee Long-Term Incentive Plan
10.4+ 10.2	Griffin Capital Essential Asset REIT II, Inc.'s Employee and Director Long-Term Incentive Plan Form of Restricted Share Award for Directors, incorporated by reference to Exhibit 10.3 to the Registrant's Annual Report on Form 10-K, filed on March 15, 2017, SEC File No. 000-55605
10.5	Seventh Eighth Amended and Restated Limited Partnership Agreement of GRT PKST OP, L.P., dated February 23, 2023 April 13, 2023, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on February 27, 2023 April 13, 2023, SEC File No. 000-55605
10.6	Amendment No. 1 to the Seventh Amended and Restated Limited Partnership Agreement of PKST OP, L.P., dated March 16, 2023
10.7 10.3	Second Amended and Restated Credit Agreement dated April 30, 2019, incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K, filed on May 2019, SEC File No. 000-55605
10.8 10.4	First Amendment to Second Amended and Restated Credit Agreement dated October 1, 2020, by and among Griffin Capital Essential Asset Operating Partnership, L.P., the lending institutions party thereto as lenders and KeyBank, National Association, as administrative agent, incorporated by reference to Exhibit 10.1 the Registrant's Quarterly Report on Form 10-Q, filed on November 9, 2020, SEC File No. 000-55605

10.9	10.5	Second Amendment to Second Amended and Restated Credit Agreement dated December 18, 2020, by and among Griffin Capital Essential Asset Operating Partnership, L.P., the lending institutions party thereto as lenders and KeyBank National Association, as administrative agent, incorporated by reference to Exhibit 10.1 Exhibit the Registrant's Current Report on Form 8-K, filed on December 23, 2020, SEC File No. 000-55605
10.10	10.6	Third Amendment to Second Amended and Restated Credit Agreement dated July 14, 2021, by and among Griffin Realty Trust, GRT OP, L.P., and the subsidiary guarantors party thereto, the lending institutions party thereto as lenders and KeyBank National Association, as administrative agent, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on July 16, 2021, SEC File No. 000-555605
10.11	10.7	Fourth Amendment to Second Amended and Restated Credit Agreement dated April 28, 2022, by and among Griffin Realty Trust, GRT OP, L.P., the subsidiary guarantors party thereto, the lending institutions party thereto as lenders and KeyBank National Association as administrative agent, incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q, filed on August 8, 2022, SEC File No. 000-555605
10.12	10.8	Fifth Amendment to Second Amended and Restated Credit Agreement dated September 28, 2022, by and among Griffin Realty Trust, GRT OP, L.P., the subsidiary guarantors party thereto, the lending institutions party thereto as lenders and KeyBank National Association, as administrative agent, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on October 4, 2022, SEC File No. 000-55605
10.13	10.9	Sixth Amendment to Second Amended and Restated Credit Agreement dated November 30, 2022, by and among Griffin Realty Trust, GRT OP, L.P., the subsidiary guarantors party thereto, the lending institutions party thereto as lenders and KeyBank National Association, as administrative agent, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on December 5, 2022, SEC File No. 000-55605
10.14	10.10	Seventh Amendment to Second Amended and Restated Credit Agreement dated November March 21, 2023, by and among Peakstone Realty Trust, PKST OP, L.P., the subsidiary guarantors party thereto, the lending institutions party thereto as lenders and KeyBank National Association, as administrative agent, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on March 24, 2023, SEC File No. 000-55605
10.11		Guaranty Agreement with KeyBank dated April 30, 2019, incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
10.15		Amended and Restated 2023 Term Note payable to KeyBank dated April 30, 2019, incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
10.16		2024 Term Note payable to KeyBank dated April 30, 2019, incorporated by reference to Exhibit 10.6 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
10.17	10.12	2026 Term Note payable to KeyBank dated April 30, 2019, incorporated by reference to Exhibit 10.7 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
10.18	10.13	Second Amended and Restated Revolving Note payable to KeyBank dated April 30, 2019, incorporated by reference to Exhibit 10.8 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605

10.19	Swingline Note with KeyBank dated April 30, 2019, incorporated by reference to Exhibit 10.9 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
10.20 10.14	Schedule of Omitted Documents for KeyBank Loan, incorporated by reference to Exhibit 10.10 to the Registrant's Current Report on Form 8-K, filed on May 1, 2019, SEC File No. 000-55605
10.21 10.15	2025 Term Note payable to KeyBank, National Association dated December 18, 2020, incorporated by reference to Exhibit 10.2 the Registrant's Current Report on Form 8-K, filed on December 23, 2020, SEC File No. 000-55605
10.22 10.16	Schedule of Omitted Documents for New \$400M 5-Year Term Loan, incorporated by reference to Exhibit 10.3 the Registrant's Current Report on Form 8-K, filed on December 23, 2020, SEC File No. 000-55605
10.23 10.17	Amended and Restated Registration Rights Agreement dated December 14, 2018 August 2, 2023, by and among Peakstone Realty Trust, PKST OP, L.P., and Griffin Capital, LLC, incorporated by reference to Exhibit 10.4 10.14 to our Predecessor's Current Quarterly Report on Form 8-K, 10-K, filed on December 20, 2018 November 9, 2023, SEC File No. 000-54377 001-41686
10.24 10.18+	Contribution Amended and Restated Employment Agreement, dated December 14, 2018 March 23, 2023, by and between Peakstone Realty Trust and Michael J. Escalante, incorporated by reference to Exhibit 2.2 10.8 to our Predecessor's Current Report on Form 8-K, filed on December 20, 2018, SEC File No. 000-54377
10.25	Form of Master Property Management, Leasing and Construction Management Agreement, incorporated by reference to Exhibit 10.6 to our Predecessor's the Registrant's Quarterly Report on Form 10-Q, filed on December 10, 2009 May 9, 2023, SEC File No. 333-159167 001-41686
10.26 10.19+	Series A Cumulative Perpetual Convertible Preferred Stock Purchase Amended and Restated Employment Agreement, dated August 8, 2018 March 23, 2023, by and between Peakstone Realty Trust and Javier F. Bitar, incorporated by reference to Exhibit 10.1 10.9 to our Predecessor's the Registrant's Quarterly Report on Form 10-Q, filed on August 13, 2018 May 9, 2023, SEC File No. 000-54377 001-41686
10.27 10.20+	Administrative Services Amended and Restated Employment Agreement, dated December 14, 2018 March 23, 2023, by and among our Predecessor, our Predecessor Operating Partnership, Griffin Capital Company, LLC, Griffin Capital, LLC, Griffin Capital Essential Asset TRS, Inc., between Peakstone Realty Trust and Griffin Capital Real Estate Company, LLC, Nina Momtazee Sitzer, incorporated by reference to Exhibit 10.35 10.10 to our Predecessor's Annual the Registrant's Quarterly Report on Form 10-K, 10-Q, filed on March 15, 2019 May 9, 2023, SEC File No. 000-54377 001-41686
10.28 10.21*	Form of Indemnification Amendment No. 1 to Amended and Restated Employment Agreement, dated December 14, 2018 November 14, 2023, incorporated by reference and between Peakstone Realty Trust and Michael J. Escalante
10.22+*	Amendment No. 1 to Exhibit 10.5 to our Predecessor's Current Report on Form 8-K, filed on December 20, 2018 Amended and Restated Employment Agreement, dated November 14, 2023, SEC File No. 000-54377 by and between Peakstone Realty Trust and Javier F. Bitar
10.29+ 10.23+*	Escalante Amendment No. 1 to Amended and Restated Employment Agreement, dated December 14, 2018 November 14, 2023, incorporated by reference to Exhibit 10.6 to our Predecessor's Current Report on Form 8-K, filed on December 20, 2018, SEC File No. 000-54377 and between Peakstone Realty Trust and Nina Momtazee Sitzer
10.30+ 10.24+	Form of Employment Agreement for Other Officers dated December 14, 2018, incorporated by reference to Exhibit 10.7 to our Predecessor's Current Report on Form 8-K, filed on December 20, 2018, SEC File No. 000-54377
10.31+	Employment Agreement with Nina Momtazee Sitzer effective June 10, 2019, incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q, filed on August 14, 2019, SEC File No. 000-55605
10.32+	Form of Time-Based Restricted Stock Unit Agreement (NEOs), incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q, filed on May 12, 2020, SEC File No. 000-55605
10.33+	Form of Time-Based Restricted Stock Unit Agreement (Employees), incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q, filed on May 12, 2020, SEC File No. 000-55605
10.34+	Form of Restricted Share Award for Directors, incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q, filed on August 7, 2020, SEC File No. 000-55605
10.35+	Form of Time-Based Restricted Stock Unit Agreement (NEOs) dated January 22, 2021 incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q, filed on May 7, 2021, SEC File No. 000-55605
10.36+	Form of Time-Based Restricted Stock Unit Agreement (Employees) dated January 22, 2021, incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q, filed on May 7, 2021, SEC File No. 000-55605
10.37+	Form of Initial Restricted Stock Agreement (New Directors) dated March 1, 2021, incorporated by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q, filed on May 7, 2021, SEC File No. 000-55605
10.38+ 10.25+	Form of One-Time Restricted Stock Unit (NEOs) dated March 25, 2021, incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q, filed on May 7, 2021, SEC File No. 000-55605
10.39+ 10.26+	Form of One-Time Restricted Stock Unit Agreement (Employees) dated March 25, 2021, incorporated by reference to Exhibit 10.5 to the Registrant's Quarterly Report on Form 10-Q, filed on May 7, 2021, SEC File No. 000-55605

10.40+ 10.27+	Form of One-Time Restricted Stock Unit Agreement (Director) dated March 25, 2021, incorporated by reference to Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q, filed on May 7, 2021, SEC File No. 000-55605
10.41 10.28+*	Form of Time-Based Restricted Stock Unit Agreement (NEOs) dated August 5, 2022
10.29+*	Form of Time-Based Restricted Stock Unit Agreement (Employees) dated August 5, 2022
10.30+*	Form of Time-Based Restricted Share Unit Agreement (NEOs) dated March 23, 2023
10.31+*	Form of Time-Based Restricted Stock Unit Agreement (Employees) dated March 23, 2023
10.32+*	Form of Restricted Share Award Agreement (Non-Employee Trustees) dated June 20, 2023
10.33+*	Form of Time-Based Restricted Stock Unit Agreement (NEOs) for 2024
10.34+*	Form of Time-Based Restricted Stock Unit Agreement (Employees) for 2024
10.35+	Separation and Consulting Agreement, dated as of June 22, 2023, by and among Peakstone Realty Trust, PKST OP, L.P., Griffin Capital Real Estate Company, LLC and Scott Tausk, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on June 23, 2023, SEC File No. 001-41686
10.36+*	Separation Agreement, dated as of December 29, 2023, by and among Peakstone Realty Trust, PKST OP, L.P., PKST Management Company, LLC and Louis K. Sohn
10.37	Redemption Agreement dated April 10, 2023, by and among Peakstone Realty Trust, SH Global Private Real Estate Trust No. 13(H) and Shinhan Asset Management Co., Ltd., incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on April 11, 2023, SEC File No. 000-55605
10.38	Sublease executed March 25, 2022, by and between Griffin Capital Company, LLC and Griffin Realty Trust, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on March 31, 2022, SEC File No. 000-55605
10.42	Letter Agreement dated March 30, 2022, by and among Griffin Capital Company, LLC, Griffin Capital, LLC, Griffin Realty Trust, GRT OP, L.P., Griffin Capital Essential Asset TRS, Inc. and Griffin Capital Real Estate Company, LLC, incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on March 31, 2022, SEC File No. 000-55605
10.43	Letter Agreement dated June 30, 2022, by and among Griffin Capital Company, LLC, Griffin Capital, LLC, Griffin Realty Trust, GRT OP, L.P., Griffin Capital Essential Asset TRS, Inc. and Griffin Capital Real Estate Company, LLC, incorporated by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q, filed on August 8, 2022, SEC File No. 000-555605
10.44 10.39	Purchase and Sale Agreement dated August 26, 2022, by and between the Office Buyers and the GRT Sellers, incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on September 1, 2022, SEC File No. 000-55605
10.45 10.40	Joint Venture and Limited Liability Company Agreement of NVO Promote LLC, dated August 26, 2022, by and between GRT VAO OP, LLC and RVMC Capital LLC, incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K, filed on September 1, 2022, SEC File No. 000-55605
10.41*	Form of Indemnification Agreement
14.1*	Code of Business Conducts and Ethics
21.1*	Subsidiaries of Peakstone Realty Trust
23.1*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
31.1*	Certification of Principal Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Principal Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Principal Executive Officer, pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Principal Financial Officer, pursuant to 18 U.S.C. Section 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002
97.1*	Policy for Recovery of Erroneously Awarded Compensation

101*	The following Peakstone Realty Trust financial information for the period ended December 31, 2022 December 31, 2023 formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive (Loss) Income, (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows and (vi) Notes to Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).
*	Filed herewith.
**	Furnished herewith.
+	Management contract, compensatory plan or arrangement filed in response to Item 15(a)(3) of Form 10-K.

ITEM 16. FORM 10-K SUMMARY

Not Applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of El Segundo, State of California, on March 24, 2023 February 22, 2024.

PEAKSTONE REALTY TRUST

By: /s/ Michael J. Escalante
Michael J. Escalante
Chief Executive Officer and President

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Michael J. Escalante Michael J. Escalante	Chief Executive Officer and President and Trustee (Principal Executive Officer)	March 24, 2023 February 22, 2024
/s/ Javier F. Bitar Javier F. Bitar	Chief Financial Officer and Treasurer (Principal Financial Officer)	March 24, 2023 February 22, 2024
/s/ Bryan K. Yamasawa Bryan K. Yamasawa	Chief Accounting Officer (Principal Accounting Officer)	March 24, 2023 February 22, 2024
/s/ Kevin A. Shields Casey Wold Kevin A. Shields Casey Wold	Executive Chairman and Chairman of the Board of Trustees	March 24, 2023 February 22, 2024
/s/ Gregory M. Cazel Gregory M. Cazel	Independent Trustee	March 24, 2023 February 22, 2024
/s/ Ranjit M. Kripalani Carrie DeWees Ranjit M. Kripalani Carrie DeWees	Independent Trustee	March 24, 2023 February 22, 2024
/s/ Kathleen S. Briscoe Kathleen S. Briscoe	Independent Trustee	March 24, 2023
/s/ J. Grayson Sanders J. Grayson Sanders	Independent Trustee	March 24, 2023
/s/ Samuel Tang Samuel Tang	Independent Trustee	March 24, 2023 February 22, 2024
/s/ James. F. Risoleo James F. Risoleo	Independent Trustee	March 24, 2023

PEAKSTONE REALTY TRUST
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm (PCAOB ID No.42)	F-2
Consolidated Balance Sheets as of December 31, 2022 December 31, 2023 and 2021 2022	F-5 6
Consolidated Statements of Operations for the Years Ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021	F-6 7
Consolidated Statements of Comprehensive (Loss) Income for the Years Ended December 31, 2022 December 31, 2023, 2021 2022 and 2020	F-7
Consolidated Statements of Equity for the Years Ended December 31, 2022, 2021 and 2020	F-8
Consolidated Statements of Equity for the Years Ended December 31, 2023, 2022, and 2021	F-9
Consolidated Statements of Cash Flows for the Years Ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021	F-9 10
Notes to Consolidated Financial Statements	F-10 11

Financial Statement Schedule

Schedule III- Real Estate Assets and Accumulated Depreciation and Amortization	S-1

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Trustees and Shareholders of Peakstone Realty Trust (formerly known as Griffin Realty Trust, Inc.)

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Peakstone Realty Trust (formerly known as Griffin Realty Trust, Inc.) (the Company) as of December 31, 2022 December 31, 2023 and 2021, and 2022, the related consolidated statements of operations, comprehensive income (loss) income, equity and cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 December 31, 2023 and 2021, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 22, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Description of the Matter

Impairment of real estate

As of ~~December 31, 2022~~ December 31, 2023, the Company's carrying value of real estate was ~~\$2.9 billion~~ \$2.1 billion. As discussed in Note 2 of the consolidated financial statements, the Company assesses the carrying values of its real estate assets whenever events or changes in circumstances indicate that the carrying amounts of real estate assets may not be fully recoverable. ~~When~~ Where indicators of impairment indicators are identified, exist, the Company evaluates the recoverability of its real estate assets is measured by comparison comparing the carrying amounts of the carrying amount of the asset assets to the estimated future undiscounted cash flows. When the carrying amount amounts of the real estate assets are not recoverable based on the undiscounted cash flows, management calculates the Company will calculate an impairment charge as the amount the carrying value exceeds the estimated fair value of the real estate property as of the measurement date. There were ~~\$127.6 million~~ \$409.5 million of impairment charges related to real estate recognized during the year ended ~~December 31, 2022~~ December 31, 2023.

Auditing the Company's evaluation of whether its real estate assets are impaired was complex and involved a high degree of subjectivity in management's assumptions in estimating future cash flows as estimates and judgments underlying the determination of recoverability and fair value were based on assumptions about future market and economic conditions. Where indicators of impairment exist, the estimation required in the undiscounted future cash flows includes future market rental income amounts subsequent to the expiration of current lease agreements, property operating expenses, discount and capitalization rates, the number of months it takes to re-lease the property, and the number of years the property is held for investment. When a property is determined to be not recoverable, the estimation required in the fair value determination includes additional assumptions around discount rate, comparable property sales, and concluded fair value per square foot.

How ~~we~~ We Addressed the Matter in Our Audit

We tested the design and operating effectiveness of controls over asset impairment, including management's review of the reasonableness of the assumptions used in the analysis.

Our testing of the Company's impairment assessment included, among other procedures, evaluating the Company's properties for impairment indicators based on indicators under ASC 360. For real estate properties with identified indicators of impairment, we performed audit procedures, that included, among others, testing the key assumptions used by the Company in its projection of the undiscounted future cash flows, and estimated fair value of real estate assets that were impaired. With the assistance of our valuation specialists, we compared the key assumptions used by management to observable industry information and appraisals to assess whether the assumptions were market supported. As part of our evaluation, we also performed sensitivity analyses on key assumptions, to assess whether changes to certain assumptions would result in a materially different outcome and assessed the historical accuracy of management's estimates.

In addition, we performed procedures to evaluate the completeness and accuracy of the data utilized in management's impairment analysis. We also ~~assess~~ assessed information and events subsequent to the balance sheet date, if any, to corroborate certain of the key assumptions used by management.

Description of the Matter

Impairment Valuation of goodwill Goodwill – Other Reporting Unit

As The Company's evaluation of December 31, 2022, goodwill for impairment involves the Company's goodwill balance was \$94.7 million. As discussed in Note 2 comparison of the consolidated financial statements, goodwill fair value of each reporting unit to its carrying value. To estimate the fair value, management computes the estimated fair value through a discounted cash flow analysis to assess whether an impairment to the reporting unit exists, and if so, the amount of impairment. The evaluation is tested for impairment performed on an annual basis, for each reporting unit, or more frequently if events or changes in circumstances indicate a triggering event is identified. The goodwill balance was \$78.6 million as of December 31, 2023, of which \$10.3 million was allocated to the Other reporting unit.

As a result of the qualitative and quantitative assessment as of October 1, 2023, the Company concluded that the asset is it was more likely than not impaired. The Company's goodwill was initially assigned to a single that the fair value of the Other reporting unit as was less than the carrying amount, due in large part to the decline in fair value of the acquisition date of underlying properties within the self-administration transaction. In the fourth quarter of 2022, the Company realigned its operating segments, which resulted in a change in the composition of its Other reporting units; therefore, the Company reassigned goodwill to the reporting units using a relative fair value allocation. unit. The Company estimated the relative fair value of the Other reporting unit using a the discounted cash flow model. Based on method and it resulted in the results recording of a goodwill impairment provision of \$16.0 million. The determination of the quantitative impairment test as of December 31, 2022, the Company concluded the carrying fair value of the Office reporting unit exceeded its estimated fair value requires management to make significant estimates and recorded a goodwill impairment charge of \$135.3 million, which represents the entire amount of goodwill allocated assumptions related to the Office segment, market rent, terminal capitalization rates, discount rates, and borrowing rates.

Auditing the Company's relative fair value allocation was goodwill impairment assessment is complex and highly judgmental due to the significant estimates estimation required to determine in determining the relative fair value of the reporting units. These estimates are affected by In particular, the estimated fair value is sensitive to the significant assumptions including market rent, terminal capitalization rates, discount rates, and discount borrowing rates, which are affected by expectations about future market or economic conditions. A high degree of audit judgment and an increased extent of effort, including the need to involve our fair value specialists, was required.

How we We Addressed the Matter in Our Audit

Our testing We tested controls over management's goodwill impairment assessment, including those related to the determination of the relative estimated fair value of the Other reporting units unit. This included controls related to management's review of the reasonableness of the significant assumptions used in the analysis.

To test the annual evaluation of goodwill and the measurement of the recorded Other reporting unit goodwill impairment, among other procedures, assessing we evaluated the valuation methodologies used by the Company, tested the completeness and comparing accuracy of the underlying data used to develop the forecast and tested the carrying value of the reporting units. We compared the significant assumptions to current industry and economic trends and market data. We involved With the assistance of our valuation specialists, to assist us in performing our audit procedures to test the estimated relative fair values of the Company's reporting units. We performed sensitivity analyses on we evaluated certain of the Company's significant assumptions, to evaluate including the changes in discount rate and terminal capitalization rate. We also assessed the fair value reasonableness of the reporting units that would result implied discount computed from changes in the assumptions.

In addition, we performed procedures to evaluate the completeness and accuracy of the data utilized in management's relative fair value allocation and impairment analysis, market capitalization reconciliation.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2008.

Los Angeles, California

March 24, 2023 February 22, 2024

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Trustees of Peakstone Realty Trust

Opinion on Internal Control Over Financial Reporting

We have audited Peakstone Realty Trust's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Peakstone Realty Trust (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements") and our report dated February 22, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Los Angeles, California

February 22, 2024

PEAKSTONE REALTY TRUST CONSOLIDATED BALANCE SHEETS (in thousands, except units and share amounts)

	December 31,	
	2022	2021
ASSETS		
Cash and cash equivalents	\$ 233,180	\$ 168,618
Restricted cash	4,764	17,522
Real estate:		
Land	327,408	584,291
Building and improvements	2,631,965	4,104,782
Tenant origination and absorption cost	535,889	876,324
Construction in progress	1,994	4,763

Total real estate	3,497,256	5,570,160
Less: accumulated depreciation and amortization	(644,639)	(993,323)
Total real estate, net	2,852,617	4,576,837
Investments in unconsolidated entities	178,647	—
Intangible assets, net	33,861	43,100
Deferred rent receivable	79,572	108,896
Deferred leasing costs, net	26,507	44,505
Goodwill	94,678	229,948
Due from affiliates	—	271
Right of use assets	35,453	39,482
Interest rate swap asset	41,404	3,456
Other assets	31,877	40,382
Real estate assets and other assets held for sale, net	20,816	—
Total assets	<u>\$ 3,633,376</u>	<u>\$ 5,273,017</u>
LIABILITIES AND EQUITY		
Debt, net	\$ 1,485,402	\$ 2,532,377
Restricted reserves	627	8,644
Interest rate swap liability	—	25,108
Distributions payable	12,402	12,396
Due to affiliates	1,458	2,418
Intangible liabilities, net	20,658	30,626
Lease liability	46,519	50,896
Accrued expenses and other liabilities	80,175	109,121
Total liabilities	1,647,241	2,771,586
Commitments and contingencies (Note 13)		
Perpetual convertible preferred shares	125,000	125,000
Noncontrolling interests subject to redemption; 556,099 and 556,099 units as of December 31, 2022 and December 31, 2021, respectively	3,812	4,768
Shareholders' equity:		
Common shares, \$0.001 par value; 800,000,000 shares authorized; 35,999,898 and 36,070,902 shares outstanding in the aggregate as of December 31, 2022 and December 31, 2021, respectively ⁽¹⁾	36	36
Additional paid-in-capital	2,948,600	2,952,261
Cumulative distributions	(1,036,678)	(922,562)
Accumulated earnings	(269,926)	141,983
Accumulated other comprehensive income (loss)	40,636	(18,708)
Total shareholders' equity	1,682,668	2,153,010
Noncontrolling interests	174,655	218,653
Total equity	1,857,323	2,371,663
Total liabilities and equity	<u>\$ 3,633,376</u>	<u>\$ 5,273,017</u>

(1) See Note 9, *Equity*, for the number of shares outstanding of each class of common shares as of December 31, 2022.

	December 31,	
	2023	2022
ASSETS		
Cash and cash equivalents	\$ 391,802	\$ 233,180
Restricted cash	9,208	4,764
Real estate:		
Land	231,175	327,408
Building and improvements	1,968,314	2,631,965
Tenant origination and absorption cost	402,251	535,889
Construction in progress	8,371	1,994
Total real estate	2,610,111	3,497,256
Less: accumulated depreciation and amortization	(550,552)	(644,639)

Total real estate, net	2,059,559	2,852,617
Investments in unconsolidated entity	—	178,647
Intangible assets, net	29,690	33,861
Deferred rent receivable	63,272	79,572
Deferred leasing costs, net	19,112	26,507
Goodwill	78,647	94,678
Right of use assets	33,736	35,453
Interest rate swap asset	26,942	41,404
Other assets	27,446	31,877
Real estate assets and other assets held for sale, net	50,211	20,816
Total assets	<u>\$ 2,789,625</u>	<u>\$ 3,633,376</u>
LIABILITIES AND EQUITY		
Debt, net	\$ 1,435,923	\$ 1,485,402
Distributions payable	8,344	12,402
Due to related parties	573	1,458
Intangible liabilities, net	16,023	20,658
Lease liability	46,281	46,519
Accrued expenses and other liabilities	78,229	80,802
Liabilities of real estate assets held for sale	539	—
Total liabilities	1,585,912	1,647,241
Commitments and contingencies (Note 13)		
Perpetual convertible preferred shares	—	125,000
Noncontrolling interests subject to redemption; zero and 61,788 units as of December 31, 2023 and December 31, 2022, respectively	—	3,812
Shareholders' equity:		
Common shares, \$0.001 par value; 800,000,000 shares authorized; 36,304,145 and 35,999,898 shares outstanding in the aggregate as of December 31, 2023 and December 31, 2022, respectively	36	36
Additional paid-in-capital	2,990,085	2,948,600
Cumulative distributions	(1,076,000)	(1,036,678)
Accumulated earnings	(827,854)	(269,926)
Accumulated other comprehensive income	25,817	40,636
Total shareholders' equity	1,112,084	1,682,668
Noncontrolling interests	91,629	174,655
Total equity	1,203,713	1,857,323
Total liabilities and equity	<u>\$ 2,789,625</u>	<u>\$ 3,633,376</u>

See accompanying notes.

PEAKSTONE REALTY TRUST
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)

		Year Ended December 31,			Year Ended December 31,		
		2022	2021	2020	2023	2022	2021
Revenue:	Revenue:						
Rental income	Rental income	\$ 416,485	\$ 459,872	\$ 397,452			
	Rental income						
	Rental income						
Expenses:	Expenses:						

Property operating expense	Property operating expense	52,451	61,259	57,461
	Property operating expense			
	Property operating expense			
Property tax expense	Property tax expense	37,317	41,248	37,590
Property management fees to non-affiliates		3,496	4,066	3,656
	Property management fees			
General and administrative expenses	General and administrative expenses	39,893	40,479	38,633
Corporate operating expenses to affiliates		1,349	2,520	2,500
Impairment provision, real estate		127,577	4,242	23,472
	Corporate operating expenses to related parties			
	Real estate impairment provision			
Depreciation and amortization	Depreciation and amortization	190,745	209,638	161,056
Total expenses	Total expenses	452,828	363,452	324,368
Income before other income (expenses)	Income before other income (expenses)	(36,343)	96,420	73,084
Other income (expenses):	Other income (expenses):			
Interest expense	Interest expense	(84,816)	(85,087)	(79,646)
	Interest expense			
	Interest expense			
Debt breakage costs	Debt breakage costs	(13,249)	—	—
Other income, net		(45)	1,521	3,228
Net loss from investment in unconsolidated entities		(9,993)	8	(6,523)
(Loss) gain from disposition of assets		(139,280)	(326)	4,083
Impairment provision, goodwill		(135,270)	—	—
	Other income (expense), net			

	Net loss from investment in unconsolidated entity			
	Net gain (loss) from disposition of assets			
	Goodwill impairment provision			
Transaction expenses	Transaction expenses	(22,386)	(966)	—
Net (loss) income	Net (loss) income	(441,382)	11,570	(5,774)
Distributions to redeemable preferred shareholders	Distributions to redeemable preferred shareholders	(10,063)	(9,698)	(8,708)
Preferred units redemption				
Net (income) loss attributable to noncontrolling interests	Net (income) loss attributable to noncontrolling interests	39,714	(66)	1,732
Net income (loss) attributable to controlling interest	Net income (loss) attributable to controlling interest	(411,731)	1,806	(12,750)
Distributions to redeemable noncontrolling interests attributable to common shareholders	Distributions to redeemable noncontrolling interests attributable to common shareholders	(178)	(177)	(208)
Net (loss) income attributable to common shareholders	Net (loss) income attributable to common shareholders	\$ (411,909)	\$ 1,629	\$ (12,958)
Net (loss) income attributable to common shareholders per share, basic and diluted	Net (loss) income attributable to common shareholders per share, basic and diluted	\$ (11.41)	\$ 0.04	\$ (0.52)
Weighted average number of common shares outstanding - basic and diluted	Weighted average number of common shares outstanding - basic and diluted	36,057,825	34,361,208	25,560,283

See accompanying notes.

PEAKSTONE REALTY TRUST
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands)

Year Ended December 31,	
Year Ended December 31,	Year Ended December 31,

		2022	2021	2020	2023	2022	2021
Net (loss) income	Net (loss) income	\$(441,382)	\$11,570	\$ (5,774)			
Other comprehensive income:	Other comprehensive income:						
Equity in other comprehensive (loss) income of unconsolidated joint venture	Equity in other comprehensive (loss) income of unconsolidated joint venture	1,880	—	—			
Equity in other comprehensive (loss) income of unconsolidated joint venture	Equity in other comprehensive (loss) income of unconsolidated joint venture						
Change in fair value of swap agreements	Change in fair value of swap agreements	63,182	32,449	(29,704)			
Total comprehensive income		(376,320)	44,019	(35,478)			
Total comprehensive (loss) income							
Distributions to redeemable preferred shareholders	Distributions to redeemable preferred shareholders	(10,063)	(9,698)	(8,708)			
Preferred units redemption charge							
Distributions to redeemable noncontrolling interests attributable to common shareholders	Distributions to redeemable noncontrolling interests attributable to common shareholders	(178)	(177)	(208)			
Comprehensive loss (income) attributable to noncontrolling interests	Comprehensive loss (income) attributable to noncontrolling interests	33,996	(3,222)	5,310			
Comprehensive (loss) income attributable to common shareholders	Comprehensive (loss) income attributable to common shareholders	\$(352,565)	\$30,922	\$(39,084)			

See accompanying notes.

PEAKSTONE REALTY TRUST
CONSOLIDATED STATEMENTS OF EQUITY
(in thousands, except share amounts) amount

	Accumulated										Common Shares	Additional Paid-In Capital	Cumulative Distributions	Accumulated Earnings	Other Comprehens (Loss) Inco
	Common Shares		Additional	Other			Total	Non-	Total						
	Shares	Amount	Paid-In Capital	Cumulative Distributions	Accumulated Earnings	Comprehensive (Loss) Income	Shareholders' Equity	controlling Interests	Equity						
Balance December 31, 2019	25,317,080	\$ 25	\$2,060,807	\$ (715,792)	\$ 153,312	\$ (21,875)	\$ 1,476,477	\$ 245,040	\$1,721,517						
Gross proceeds from issuance of common shares	48,148	—	4,141	—	—	—	4,141	—	4,141						
Balance December 31, 2020															
Balance December 31, 2020															
Balance December 31, 2020															
Deferred equity compensation	Deferred equity compensation	48,523	—	4,106	—	—	—	4,106	—	4,106					
Shares acquired to satisfy employee tax withholding requirements on vesting restricted shares		(8,761)	—	(751)	—	—	—	(751)	—	(751)					
Cash distributions to common shareholders		—	—	—	(69,532)	—	—	(69,532)	—	(69,532)					
Shares withheld to satisfy employee tax withholding requirements on vesting restricted shares Cash dividends to common shareholders															
Issuance of shares for distribution reinvestment plan	Issuance of shares for distribution reinvestment plan	299,285	1	24,496	(22,820)	—	—	1,677	—	1,677					
Repurchase of common shares	Repurchase of common shares	(204,654)	(1)	(16,517)	—	—	—	(16,518)	—	(16,518)					
Reclass of noncontrolling interest subject to redemption	Reclass of noncontrolling interest subject to redemption	—	—	—	—	—	—	—	224	224					
Repurchase of noncontrolling interest		—	—	—	—	—	—	—	(1,137)	(1,137)					
Reclass of common shares subject to redemption	Reclass of common shares subject to redemption	—	—	18,528	—	—	—	18,528	—	18,528					
Issuance of share dividend for noncontrolling interest		—	—	—	—	—	—	—	1,068	1,068					
Issuance of share dividends		91,566	1	7,688	(5,748)	—	—	1,941	—	1,941					

Issuance of shares related to the CCIT II Merger										
Distributions to noncontrolling interest	Distributions to noncontrolling interest	—	—	—	—	—	—	—	(13,306)	(13,306)
	Distributions to noncontrolling interests subject to redemption	—	—	—	—	—	—	—	(29)	(29)
Offering costs	Offering costs	—	—	737	—	—	—	737	—	737
Net loss		—	—	—	—	(12,958)	—	(12,958)	(1,732)	(14,690)
Other comprehensive loss		—	—	—	—	—	(26,126)	(26,126)	(3,578)	(29,704)
Balance December 31, 2020		25,591,187	\$ 26	\$2,103,235	\$ (813,892)	\$ 140,354	\$ (48,001)	\$ 1,381,722	\$ 226,550	\$1,608,272
Net income										
Other comprehensive income										
Balance December 31, 2021										

See accompanying notes.

PEAKSTONE REALTY TRUST
CONSOLIDATED STATEMENTS OF EQUITY
(in thousands, except share amounts)

	Accumulated										Common Shares	Additional Paid-In Capital	Cumulative Distributions	Accumulated Earnings	Other Comprehen (Loss) Inco
	Common Shares		Additional Paid-In Capital	Cumulative Distributions	Accumulated Earnings	Other Comprehensive (Loss) Income	Total Shareholders' Equity	Non- controlling Interests	Total Equity						
	Shares	Amount													
Balance December 31, 2020	25,591,187	\$ 26	\$2,103,235	\$ (813,892)	\$ 140,354	\$ (48,001)	\$ 1,381,722	\$ 226,550	\$1,608,272						
Balance December 31, 2021															
Balance December 31, 2021															
Balance December 31, 2021															
Deferred equity compensation	Deferred equity compensation	96,528	—	8,889	—	—	—	8,889	—	8,889					
Shares acquired to satisfy employee tax withholding requirements on vesting restricted shares		(35,200)	—	(2,875)	—	—	—	(2,875)	—	(2,875)					
Cash distributions to common shareholders		—	—	—	(88,262)	—	—	(88,262)	—	(88,262)					
Issuance of shares for distribution reinvestment plan		282,361	—	22,885	(20,408)	—	—	2,477	—	2,477					

Shares withheld to satisfy employee tax withholding requirements on vesting restricted shares											
Cash dividends to common shareholders											
Reversal of shares for distribution reinvestment plan											
Repurchase of common shares	Repurchase of common shares	(248,159)	—	(20,172)	—	—	—	(20,172)	—	(20,172)	
Reclass of noncontrolling interest subject to redemption	Reclass of noncontrolling interest subject to redemption	—	—	—	—	—	—	—	(159)	(159)	
Reclass of common shares subject to redemption		—	—	2,037	—	—	—	2,037	—	2,037	
Issuance of shares related to the CCIT II Merger		10,384,185	10	838,305	—	—	—	838,315	—	838,315	
Distributions to noncontrolling interest	Distributions to noncontrolling interest	—	—	—	—	—	—	—	(10,942)	(10,942)	
Distributions to noncontrolling interests subject to redemption	Distributions to noncontrolling interests subject to redemption	—	—	—	—	—	—	—	(18)	(18)	
Offering costs	Offering costs	—	—	(43)	—	—	—	(43)	—	(43)	
Net income		—	—	—	—	1,629	—	1,629	66	1,695	
Offering costs on preferred units											
Net loss											
Other comprehensive income	Other comprehensive income	—	—	—	—	—	29,293	29,293	3,156	32,449	
Balance December 31, 2021		36,070,902	\$ 36	\$2,952,261	\$ (922,562)	\$ 141,983	\$ (18,708)	\$ 2,153,010	\$ 218,653	\$2,371,663	
Balance December 31, 2022											

See accompanying notes.

PEAKSTONE REALTY TRUST
CONSOLIDATED STATEMENTS OF EQUITY
(in thousands, except share amounts)

	Common Shares	Additional Paid-In Capital	Cumulative Distributions	Accumulated Earnings	Accumulated Other	Total Shareholders' Equity	Non-controlling Interests	Total Equity	Common Shares	Additional Paid-In Capital	Cumulative Distributions	Accumulated Earnings	Accumulated Other

								Comprehensive (Loss) Income			
		Shares	Amount								
Balance December 31, 2021		36,070,902	\$ 36	\$ 2,952,261	\$ (922,562)	\$ 141,983	\$ (18,708)	\$ 2,153,010	\$ 218,653	\$ 2,371,663	
Balance December 31, 2022											
Balance December 31, 2022											
Balance December 31, 2022											
Deferred equity compensation	Deferred equity compensation	125,176	—	9,573	—	—	—	9,573	—	9,573	
Shares acquired to satisfy employee tax withholding requirements on vesting restricted shares		(46,448)	—	(3,189)	—	—	—	(3,189)	—	(3,189)	
Cash distributions to common shareholders		—	—	—	(114,116)	—	—	(114,116)	—	(114,116)	
Reversal of shares for distribution reinvestment plan		(2)	—	—	—	—	—	—	—	—	
Shares withheld to satisfy employee tax withholding requirements on vesting restricted shares											
Cash dividends to common shareholders											
Share class conversion											
Repurchase of common shares	Repurchase of common shares	(149,730)	—	(9,999)	—	—	—	(9,999)	—	(9,999)	
Reclass of noncontrolling interest subject to redemption	Reclass of noncontrolling interest subject to redemption	—	—	—	—	—	—	—	957	957	
Exchange of noncontrolling interests											
Reclass of redeemable noncontrolling interest											
Distributions to noncontrolling interest	Distributions to noncontrolling interest	—	—	—	—	—	—	—	(10,942)	(10,942)	
Distributions to noncontrolling interests subject to redemption	Distributions to noncontrolling interests subject to redemption	—	—	—	—	—	—	—	(17)	(17)	
Offering costs	Offering costs	—	—	(46)	—	—	—	(46)	—	(46)	

Comprehen
(Loss) Inco

Offering costs on preferred units										
Net loss	Net loss	—	—	—	—	(411,909)	—	(411,909)	(39,714)	(451,623)
Other comprehensive income	Other comprehensive income	—	—	—	—	—	59,344	59,344	5,718	65,062
Balance December 31, 2022		35,999,898	\$ 36	\$2,948,600	\$ (1,036,678)	\$ (269,926)	\$ 40,636	\$ 1,682,668	\$ 174,655	\$1,857,323
Balance December 31, 2023										

See accompanying notes.

PEAKSTONE REALTY TRUST
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

		Year Ended December 31,			Year Ended December 31,			Year Ended December 31,		
		2022	2021	2020	2023	2022	2021	2023	2022	2021
Operating Activities:	Operating Activities:									
Net (loss) income		\$(441,382)	\$11,570	\$(5,774)						
Net loss										
Net loss										
Net loss										
Adjustments to reconcile net (loss) income to net cash provided by operating activities:	Adjustments to reconcile net (loss) income to net cash provided by operating activities:									
Depreciation of building and building improvements										
Depreciation of building and building improvements										
Depreciation of building and building improvements										
Depreciation of building and building improvements										
Amortization of leasing costs and intangibles, including ground leasehold interests and leasing costs	Amortization of leasing costs and intangibles, including ground leasehold interests and leasing costs	79,049	85,502	67,076						
Amortization of below market leases, net	Amortization of below market leases, net	(2,205)	(1,323)	(2,292)						

Amortization of deferred financing costs and debt premium	Amortization of deferred financing costs and debt premium	5,724	3,593	2,607
Amortization of swap interest	Amortization of swap interest	126	126	126
Deferred rent	Deferred rent	(13,350)	(8,718)	(25,687)
Deferred rent, ground lease		—	—	2,065
Write-off reserves	Write-off reserves	—	(1,166)	—
(Gain)/loss from sale of depreciable operating property		139,280	326	(4,083)
(Gain)/Loss from sale of depreciable operating properties				
Gain on fair value of earn-out	Gain on fair value of earn-out	—	(65)	(2,657)
Loss (income) from investment in unconsolidated entities	Loss (income) from investment in unconsolidated entities	10,979	(8)	2,071
Investment in unconsolidated entities valuation adjustment		—	—	4,453
Loss from investments		194	125	31
Gain from investments				
Impairment provision - real estate assets	Impairment provision - real estate assets	127,577	4,242	23,472
Impairment provision - goodwill	Impairment provision - goodwill	135,270	—	—
Share-based compensation	Share-based compensation	9,574	7,469	4,107
Other income - proration adjustments for dispositions				
Change in operating assets and liabilities:	Change in operating assets and liabilities:			
Deferred leasing costs and other assets				
Deferred leasing costs and other assets				
Deferred leasing costs and other assets	Deferred leasing costs and other assets	1,002	(13,938)	4,383
Restricted reserves	Restricted reserves	—	(490)	27

Accrued expenses and other liabilities	Accrued expenses and other liabilities	(11,664)	(8,003)	4,203
Due to affiliates, net		(689)	349	(3,570)
Due to related parties, net				
Net cash provided by operating activities	Net cash provided by operating activities	152,676	204,979	164,538
Investing Activities:	Investing Activities:			
Cash acquired in connection with the CCIT II Merger, net of acquisition costs	Cash acquired in connection with the CCIT II Merger, net of acquisition costs	—	(36,746)	—
Acquisition of properties, net		—	—	(16,584)
Cash acquired in connection with the CCIT II Merger, net of acquisition costs				
Cash acquired in connection with the CCIT II Merger, net of acquisition costs				
Proceeds from disposition of properties	Proceeds from disposition of properties	1,120,803	22,408	51,692
Restricted reserves	Restricted reserves	(266)	1,078	(1,530)
Real estate acquisition deposits		—	—	1,047
Payments for construction in progress	Payments for construction in progress	(17,494)	(49,260)	(58,938)
Investment in unconsolidated joint venture		—	—	(8,160)
Distributions of capital from investment in unconsolidated entities	Distributions of capital from investment in unconsolidated entities	—	42	8,531
Sale of investment in unconsolidated entities	Sale of investment in unconsolidated entities	31,000	—	—
Purchase of investment in unconsolidated entities	Purchase of investment in unconsolidated entities	(34,558)	—	—
Purchase of investments	Purchase of investments	(1,142)	(332)	(1,029)
Net cash provided by (used in) investing activities	Net cash provided by (used in) investing activities	1,098,343	(62,810)	(24,971)

See accompanying notes.

		Year Ended December 31,		
		2022	2021	2020
		Year Ended December 31,		
		2023	2022	2021
Financing Activities:	Financing Activities:			

Proceeds from borrowings -				
Revolver/KeyBank Loans	—	—	215,000	
Proceeds from borrowings -				
Credit Facility				
Proceeds from borrowings -				
Credit Facility				
Proceeds from borrowings -				
Credit Facility				
Proceeds from	Proceeds from			
borrowings -	borrowings -			
Term Loan	Term Loan	—	400,000	—
Principal payoff	Principal			
of	payoff of			
indebtedness -	indebtedness -			
CCIT II Credit	CCIT II Credit			
Facility	Facility	—	(415,500)	—
Principal payoff of secured				
indebtedness - Revolver Loan				
		—	—	(53,000)
Principal payoff	Principal			
of secured	payoff of			
indebtedness -	secured			
Mortgage Debt	indebtedness -			
	Mortgage			
	Debt	(469,777)	(1,292)	—
Principal pay	Principal pay			
down of	down of			
indebtedness -	indebtedness -			
Revolving	Revolving			
Credit Facility	Credit Facility	(373,500)	—	—
Principal payoff	Principal			
of	payoff of			
indebtedness -	indebtedness -			
Term Loan	Term Loan	(200,000)	—	
Principal	Principal			
amortization	amortization			
payments on	payments on			
secured	secured			
indebtedness	indebtedness	(8,736)	(9,786)	(7,362)
Deferred	Deferred			
financing costs	financing			
	costs	(2,724)	(567)	(4,725)
Redemption of				
preferred units				
Offering costs	Offering costs	(43)	(47)	(594)
Repurchase of	Repurchase of			
common	common			
shares	shares	(5,617)	(25,517)	(107,821)
Repurchase of noncontrolling				
interest				
		—	—	(1,137)
Issuance of common shares,				
net of discounts and				
underwriting costs				
		—	—	4,698

Supplemental disclosures of non-cash investing and financing transactions:	Supplemental disclosures of non-cash investing and financing transactions:						
Distributions payable to common shareholders		\$	9,678	\$	9,672	\$	6,864
Dividends payable to common shareholders							
Dividends payable to common shareholders							
Dividends payable to common shareholders							
Distributions payable to noncontrolling interests	Distributions payable to noncontrolling interests	\$	946	\$	946	\$	943
Common shares issued pursuant to the distribution reinvestment plan	Common shares issued pursuant to the distribution reinvestment plan	\$	—	\$	22,886	\$	24,497
Common share redemptions funded subsequent to period-end	Common share redemptions funded subsequent to period-end	\$	4,383	\$	—	\$	5,345
Issuance of share dividends		\$	—	\$	—	\$	5,747
Mortgage debt assumed in conjunction with the acquisition of real estate assets plus a premium		\$	—	\$	—	\$	18,884
Exchange of noncontrolling interest to common stock							
Accrued for construction in progress	Accrued for construction in progress	\$	35	\$	1,114	\$	472
Accrued tenant obligations	Accrued tenant obligations	\$	620	\$	10,123	\$	30,011
Change in fair value swap agreement		\$	63,182	\$	32,449	\$	(29,704)
Decrease in shareholder servicing fee payable		\$	(92)	\$	—	\$	(1,388)
Increase (decrease) in fair value swap agreement							
Decrease in stockholder servicing fee payable							

Operating lease right-of-use assets obtained in exchange for lease liabilities	Operating lease right-of-use assets obtained in exchange for lease liabilities	\$	1,358	\$	—	\$	—
Net assets acquired in CCIT II Merger in exchange for common shares	Net assets acquired in CCIT II Merger in exchange for common shares	\$	—	\$838,315	\$	—	
Capitalized transaction costs paid in prior period	Capitalized transaction costs paid in prior period	\$	—	\$	2,170	\$	—
Contribution in Unconsolidated Joint Venture							
Note Payable in Unconsolidated Joint Venture							

See accompanying notes.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, **2022** **2023**
(Dollars in thousands unless otherwise noted and excluding per share amounts)

1. Organization

Peakstone Realty Trust (formerly known as Griffin Realty Trust, Griffin Realty Trust, Inc. and Griffin Capital Essential Asset REIT, Inc.) ("PKST" or the "Company") is an internally managed, publicly registered traded real estate investment trust ("REIT") that owns and operates a high-quality, newer-vintage portfolio of predominantly single-tenant industrial and office properties. The Company's fiscal year-end is December 31. properties located in diverse, strategic growth markets. These assets are generally leased to creditworthy tenants under long-term net lease agreements with contractual rent escalations.

On December 14, 2018, the Company, Griffin Capital Essential Asset Operating Partnership II, L.P. (the "GCEAR II Operating Partnership"), the Company's wholly-owned subsidiary Globe Merger Sub, LLC ("EA Merger Sub"), the entity formerly known as Griffin Capital Essential Asset REIT, Inc. ("our Predecessor"), and PKST OP, L.P. (formerly known as GRT OP, L.P. and Griffin Capital Essential Asset Operating Partnership, L.P.), our operating partnership (the "Operating Partnership") entered into an Agreement and Plan of Merger (the "EA Merger Agreement"). On April 30, 2019, pursuant to the EA Merger Agreement, (i) our Predecessor merged with and into EA Merger Sub, with EA Merger Sub surviving as the Company's direct, wholly-owned subsidiary (the "EA Company Merger") and (ii) the GCEAR II Operating Partnership merged with and into the Operating Partnership (the "EA Partnership Merger" and, together with the EA Company Merger, the "Predecessor Mergers"), with the Operating Partnership surviving the EA Partnership Merger. In addition, on April 30, 2019, following the Predecessor Mergers, EA Merger Sub merged into the Company.

On March 1, 2021, the Company completed its acquisition of Cole Office & Industrial REIT (CCIT II), Inc. ("CCIT II") for approximately \$1.3 billion, including transaction costs, in a stock-for-stock transaction (the "CCIT II Merger"). At the effective time of the CCIT II Merger, each issued and outstanding share of CCIT II Class A common shares and each issued and outstanding share of CCIT II Class T common shares were converted into the right to receive 0.155 Class E common shares.

On July 1, 2021, the Company changed its name from Griffin Capital Essential Asset REIT, Inc. to Griffin Realty Trust, Inc. and the Operating Partnership changed its name from Griffin Capital Essential Asset Operating Partnership, L.P. to GRT OP, L.P.

On November 10, 2022, the Company completed an internal restructuring pursuant to which the Operating Partnership became wholly owned by an operating company, GRT OP LLC (the "Operating Company"). On February 23, 2023, the Company completed an additional restructuring to restore the Company's operating structure to its condition prior to the internal restructuring. The Operating Partnership owns, directly and indirectly all of the properties that Company's assets. As of December 31, 2023, the Company has acquired. As of December 31, 2022, (i) the Company indirectly owned approximately 91.0% 91.8% of the outstanding limited liability company common units of the Operating Company ("OP Units"), (ii) the former sponsor and certain of its affiliates owned approximately 7.8% of the OP Units, including approximately 2.4 million OP Units owned by the Company's current Executive Chairman and Chairman of the Company's Board of Trustees (the "Board"), Kevin A. Shields, a result of the contribution of five properties to the Company and the internalization of management of GRT limited partnership interest in December 2018 (the "Self-Administration Transaction"), and (iii) the remaining approximately 1.2% of the OP

Units are owned by unaffiliated third parties. The Operating Partnership may conduct certain activities through one or more of the Company's taxable REIT subsidiaries, which are wholly-owned subsidiaries of the Operating Partnership.

As of December 31, 2022, the Company had issued 31,904,106 common shares (approximately \$2.8 billion) of common shares since November 9, 2009 in various private offerings, public offerings, distribution reinvestment plan ("DRP") offerings and mergers (includes our Predecessor's offerings and our Predecessor's merger with Signature Office REIT, Inc. and the CCIT II Merger). There were 35,999,898 common shares outstanding as of December 31, 2022, including shares issued pursuant to the DRP, less shares redeemed pursuant to the share redemption program ("SRP") and a self-tender offer. As of December 31, 2022 and 2021, the Company had issued approximately \$341.1 million in shares pursuant to the DRP.

On March 10, 2023, the Company completed a one-for-nine reverse share split with respect to each class of its common shares, converting every nine shares of the Company's issued and outstanding common shares of each class into one share of such class, with no changes to the \$0.001 par value per share. The reverse share split did not affect the number of the Company's authorized common shares. The Company has retrospectively adjusted, for all periods presented, all share and per share amounts to reflect the impact of the reverse share split. Also on March 10, 2023, the Company changed its name from Griffin Realty Trust to Peakstone Realty Trust and the Operating Partnership changed its name from GRT ("OP L.P. to PKST OP, L.P. Units").

As of December 31, 2023, the Company's wholly-owned portfolio comprised 71 properties located in 24 states, which are reported across three segments: Industrial (19 properties), Office (35 properties), and Other (17 properties).

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

2. Basis of Presentation and Summary of Significant Accounting Policies

The accompanying consolidated financial statements of the Company are prepared by management on the accrual basis of accounting and in accordance with generally accepted accounting principles in the United States ("GAAP") as contained in the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"), and in conjunction with rules and regulations of the SEC. The consolidated financial statements include accounts and related adjustments, which are, in the opinion of management, of a normal recurring nature and necessary for a fair presentation of the Company's financial position, results of operations and cash flows for each of the three years in the period ended **December 31, 2022**, **December 31, 2023**, **2021**, **2022**, and **2020**, **2021**.

The consolidated financial statements of the Company include all accounts of the Company, the Operating Partnership and its subsidiaries, including the Operating Partnership, consolidated subsidiaries. Intercompany transactions are not shown on the consolidated statements. However, if and to the extent required pursuant to GAAP. With the exception of the Office Joint Venture (defined below), each property owning property-owning entity is a wholly-owned subsidiary which is a special purpose entity ("SPE" ("SPE"). If a property is separately financed (i.e., whose assets and not part of the borrowing base under our credit are facility or a collateralized loan pool), the income from such property generally is not available to satisfy the debts or obligations of any other entity, except to the extent required with respect to any co-borrower or guarantor under the same credit facility. entity.

Principles of Consolidation

The Company's financial statements, and the financial statements of the Operating Partnership, including its wholly-owned subsidiaries, are consolidated in the accompanying consolidated financial statements. The portion of these entities not wholly-owned by the Company is presented as noncontrolling interests. All significant intercompany accounts and transactions have been eliminated in consolidation.

Consolidation Considerations

Current accounting guidance provides a framework for identifying a variable interest entity ("VIE") and determining when a company should include the assets, liabilities, noncontrolling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is an entity or other legal structure used to conduct activities or hold assets that either (1) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (2) has a group of equity owners that are unable to make significant decisions about its activities, or (3) has a group of equity owners that do not have the obligation to absorb losses or the right to receive returns generated by its operations. Generally, a VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE (a variable interest holder) has the power to direct the VIE's most significant activities and the obligation to absorb losses or right to receive benefits of the VIE that could be significant to the VIE. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all of the VIE's assets, liabilities, and noncontrolling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest. See Note 4, *Investments in Unconsolidated Entities*, for more detail.

The Company has determined that the Operating Partnership is a variable interest entity because the holders of limited partnership interests do not have substantive kick-out rights or participation rights. Furthermore, the Company is the primary

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

beneficiary of the Operating Partnership because the Company has the obligation to absorb losses and the right to receive benefits from the Operating Partnership and the exclusive power to direct the activities of the Operating Partnership. As of **December 31, 2022**, **December 31, 2023** and **2021**, **2022**, the assets and liabilities of the Company and the

Operating Partnership are substantially the same, as the Company does not have any significant assets other than its investment in the Operating Partnership.

Cash and Cash Equivalents

The Company considers all short-term, highly liquid investments that are readily convertible to cash with a maturity of three months or less at the time of purchase to be cash equivalents. Cash and cash equivalents may include cash and short-term investments. Short-term investments are stated at cost, which approximates fair value. There were no Refer to Restricted Cash below for certain cash equivalents, nor were there restrictions on balances that meet the use definition of the Company's cash balance as of December 31, 2022 and 2021, restricted cash.

The Company maintains its cash accounts with major financial institutions. The cash balances consist of business checking accounts. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000 at each institution. The Company has not experienced any losses with respect to cash balances in excess of government provided insurance.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Management believes there was no significant concentration of credit risk with respect to these cash balances as of December 31, 2022 December 31, 2023.

Restricted Cash

In conjunction with acquisitions of certain assets, as As required by certain lease provisions or certain lenders in conjunction with an acquisition or debt financing or credits received by the seller of certain assets, transactions, the Company assumed or funded reserves for specific property improvements and deferred maintenance, re-leasing costs, and taxes and insurance, as required by the applicable governing documents, which are included on the consolidated balance sheets as restricted cash. Additionally, an ongoing replacement reserve is funded by certain tenants pursuant to such tenants respective lease as follows:

	Balance as of December 31,	
	2023	2022
Cash reserves	\$ 7,200	\$ 4,262
Restricted lockbox	2,008	502
Total	\$ 9,208	\$ 4,764

Real Estate Purchase Price Allocation

The Company applies the provisions in ASC 805-10, *Business Combinations* ("ASC 805-10" 805-10), to account for the acquisition of real estate, or real estate related assets, in which a lease, or other contract, is in place representing an active revenue stream, as an asset acquisition (or when applicable, a business combination). In accordance with the provisions of ASC 805-10 (on an asset acquisition), the Company recognizes the assets acquired, the liabilities assumed and any noncontrolling interest in the acquired entity at their relative fair values. The accounting provisions have also established that transaction costs associated with an asset acquisition are capitalized.

Acquired in-place leases are valued as above-market or below-market as of the date of acquisition. The valuation is measured based on the present value (using an interest rate, which reflects the risks associated with the leases acquired) of the difference between (a) the contractual amounts to be paid pursuant to the in-place leases and (b) management's estimate of fair market lease rates for the corresponding in-place leases over a period equal to the remaining non-cancelable term of the lease for above-market leases, taking into consideration below-market extension options for below-market leases. In addition, renewal options are considered and will be included in the valuation of in-place leases if, in management's judgment, (1) it is likely that the tenant will exercise the option, and (2) the renewal rent is considered to be sufficiently below a fair market rental rate at the time of renewal. The above-market and below-market lease values are capitalized as intangible lease assets or liabilities and amortized as an adjustment to rental income over the remaining terms of the respective leases.

The aggregate relative fair value of in-place leases includes direct costs associated with obtaining a new tenant, opportunity costs associated with lost rentals, which are avoided by acquiring an in-place lease, and tenant relationships. Direct costs associated with obtaining a new tenant include commissions, tenant improvements, and other direct costs, and are estimated using methods similar to those used in independent appraisals and management's consideration of current market costs to execute a similar lease. These direct costs are considered intangible lease assets and are included with real estate assets

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

on the consolidated balance sheets. The intangible lease assets are amortized to expense over the remaining terms of the respective leases. The value of opportunity costs is calculated using the contractual amounts to be paid, including real estate taxes, insurance, and other operating expenses, pursuant to the in-place leases over a market lease-up period for a similar lease. Customer relationships are valued based on management's evaluation of certain characteristics of each tenant's lease and the Company's overall relationship with that respective tenant. Characteristics management will consider in allocating these values include the nature and extent of the Company's existing business relationships with tenants, growth prospects for developing new business with the tenant, the tenant's credit quality of the tenant, the lease guarantor and/or the parent entity, and

expectations of lease renewals (including those existing under the terms of the lease agreement), among other factors. These intangibles will be included in intangible lease assets on the consolidated balance sheets and are amortized to expense over the remaining term of the respective leases.

The determination of the relative fair values of the assets and liabilities acquired requires the use of significant assumptions about current market rental rates, rental growth rates, discount rates and other variables.

Depreciation and Amortization

The purchase price of real estate acquired and costs related to development, construction, and property improvements are capitalized. Repairs and maintenance costs include all costs that do not extend the useful life of the real estate asset and are expensed as incurred. The Company considers the period of future benefit of an asset to determine the appropriate useful life. The Company anticipates the estimated useful lives of its assets by class to be generally as follows:

PEAKSTONE REALTY TRUST	
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	
December 31, 2022	
(Dollars in thousands unless otherwise noted and excluding per share amounts)	
Buildings	25-40 years
Building Improvements	5-20 years
Land Improvements	15-25 years
Tenant Improvements	Shorter of estimated useful life or remaining contractual lease term
Tenant Origination and Absorption Cost	Remaining contractual lease term
In-place Lease Valuation	Remaining contractual lease term with consideration as to below-market extension options for below-market leases

If a lease is terminated or amended prior to its scheduled expiration, the Company will accelerate/extend the remaining useful life of the unamortized lease-related costs.

Impairment of Real Estate and Related Intangible Assets and Liabilities

In accordance with the provisions of the Impairment or Disposal of Long-Lived Assets Subsections of ASC 360, the Company assesses the carrying values of our respective long-lived real estate assets whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be fully recoverable.

Recoverability Where indicators of impairment exist, the Company evaluates the recoverability of its real estate assets is measured by comparison comparing the carrying amounts of the carrying amount of the asset assets to the estimated future undiscounted cash flows. To review The estimation required in the undiscounted future cash flows includes estimates of future market and economic conditions impacting the Company's real estate assets, for recoverability, the Company considers current market conditions as well as the Company's intent with respect to holding or disposing of the asset. The intent with regard to the underlying assets might change as market conditions and other factors change. Fair value is determined through various valuation techniques, including discounted cash flow models, applying a capitalization rate assumptions related to estimated net operating income of a property, and quoted market values and third party appraisals, where considered necessary. The use of projected future cash flows is based on assumptions that are consistent with estimates of future expectations and the strategic plan used to manage the Company's underlying business. If the Company's analysis indicates that the carrying value of the real estate asset is not recoverable on an undiscounted cash flow basis, the Company will recognize an impairment charge for the amount by which the carrying value exceeds the current estimated fair value of the real estate property.

Projections of expected future undiscounted cash flows require management to estimate future selling prices, anticipated hold periods, potential vacancies, capitalization rates, market rental income amounts subsequent to the expiration of current lease agreements, and property operating expenses, discount and expenses.

When the carrying amounts of the real estate assets are not recoverable based on the undiscounted cash flows, the Company will calculate an impairment charge as the amount the carrying value exceeds the estimated fair value of the real estate property as of the measurement date. Fair value is determined through certain valuation techniques involving (i) discounted cash flow models applying significant assumptions related to market rent, terminal capitalization rates, and discount rates or (ii) estimated selling prices based on quoted market values or comparable property sales. Refer to Note 3, *Real Estate*, for further details.

PEAKSTONE REALTY TRUST

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Impairment of Goodwill

Goodwill arises from business combinations and represents the number excess of months it takes the cost of an acquired entity over the net fair value amounts that were assigned to re-lease the property, identifiable assets acquired and the number liabilities assumed. The Company recorded goodwill as a result of years the transaction that resulted in the internalization of PKST management in December 2018 ("Self-Administration Transaction"). The Company's goodwill was initially assigned to a single reporting unit as of the acquisition date of the Self-Administration Transaction. In the fourth quarter of 2022, the Company realigned its operating segments to Industrial, Office, and Other, which resulted in a change in the composition of its reporting units; therefore, the Company reassigned goodwill to the respective reporting units.

The Company's goodwill has an indeterminate life and is not amortized. Goodwill is tested for impairment on an annual basis for each reporting unit as of October 1st of each period, or more frequently if events or changes in circumstances indicate that the asset is more likely than not impaired. The Company performs a qualitative analysis to determine whether a potential impairment of goodwill exists prior to quantitatively estimating the fair value of each reporting unit. If an impairment exists, the Company recognizes an impairment of goodwill based on the excess of the reporting unit's carrying value compared to its fair value, up to the amount of goodwill for that reporting unit.

Under the quantitative assessment, the Company determined that the fair value of real estate assets and mortgage loans are the significant components in determining the fair value for each reporting unit. The Company estimates the fair value of real estate assets using (i) discounted cash flow models applying significant assumptions related to market rent, terminal capitalization rates, and discount rates or (ii) estimated selling prices based on quoted market values or comparable property sales. The Company estimates the fair value of the mortgage loans in each reporting unit by discounting each loan's principal balance over the remaining term of the mortgage using current borrowing rates available to the Company for debt instruments with similar terms and maturities. For the amounts within the consolidated financial statements for the remaining assets and liabilities, the Company determines whether those balances generally approximate fair value. For any corporate related amounts that are not specifically identifiable to any reporting unit, the Company allocates those amounts on a relative fair value basis using the specifically identified assets and liabilities.

As a result of the qualitative and quantitative assessment as of October 1, 2023, the Company concluded that it was more likely than not that the fair value of the Other reporting unit was less than the carrying amount. The impairment resulted from a decline in fair value of certain underlying properties within the Other reporting unit, particularly as we continue to execute on our strategic disposition plan under current market conditions. Thus, the Company recorded a \$16.0 million impairment of goodwill allocated to its Other reporting unit.

As of December 31, 2023, the Company's goodwill balance was \$78.6 million, of which \$68.4 million was allocated to the Industrial segment and \$10.3 million was allocated to the Other segment. See Note 14, *Segment Reporting*, for allocation of goodwill for each of the Company's segments.

Impairment of Investments in Unconsolidated Entities

If applicable, the Company performs a quarterly evaluation of its equity method investments in unconsolidated entities for a potential other-than-temporary impairment ("OTTI"). If the Company's investment is held other than temporarily impaired, it determines the fair value of its investment and records the impairment measured as the difference between its carrying amount and fair value. The impairment is recorded to net earnings or loss from investment in unconsolidated entities on the consolidated statement of operations. See Note 4, *Investment in Unconsolidated Entities*, for investment, further details.

Revenue Recognition

Leases associated with the acquisition and contribution of certain real estate assets have net minimum rent payment increases during the term of the lease and are recorded to rental revenue on a straight-line basis, commencing as of the contribution or acquisition date. If a lease provides for contingent rental income, the Company will defer the recognition of contingent rental income, such as percentage rents, until the specific target that triggers the contingent rental income is achieved.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Tenant reimbursement revenue, which is comprised of additional amounts collected from tenants for the recovery of certain operating expenses, including repair and maintenance, property taxes (excluding taxes charged to the owner but paid by a lessee tenant directly to a third party on behalf of the lessor) taxing authority) and insurance, and capital expenditures, to the extent allowed pursuant to the lease (collectively, "Recoverable Expenses" "Recoverable Expenses"), is recognized as revenue when the additional rent is due. Recoverable Expenses to be reimbursed by a tenant are determined based on the Company's estimate of the property's operating expenses for the year, pro-rated based on leased square footage of the property, and are collected in equal installments as additional rent from the tenant, pursuant to the terms of the lease. At the end of each quarter, the Company reconciles the amount of additional rent paid by the tenant during the quarter to the actual amount of the Recoverable Expenses incurred by the Company for the same period. The As required by the applicable lease, the difference, if any, is either charged or credited to the tenant pursuant to the provisions of the such lease. In certain instances, the lease may restrict the amount the Company can recover from the tenant, such as a cap on certain or all property operating expenses.

In a situation in which a lease associated with a significant tenant has been, or is expected to be, terminated early, or extended, the Company evaluates the remaining useful life of amortizable assets in the asset group related to the lease that will be terminated (i.e. above- and below-market lease intangibles, in-place lease value and deferred leasing costs). Based upon consideration of the facts and circumstances surrounding the termination or extension, the Company may write-off or accelerate the amortization associated with the asset group. Such amounts are included within rental and other income for above- and below-market lease intangibles and amortization for the remaining lease related asset groups in the consolidated statements of operations.

Lease Accounting

On January 1, 2019, the Company adopted ASC 842 using the modified retrospective approach and elected to apply the provisions as of the date of adoption on a prospective basis. Upon adoption of ASC 842, the Company elected the "package of practical expedients," which allowed the Company to not reassess (a) whether expired or existing contracts as of January 1, 2019 are or contain leases, (b) the lease classification for any expired or existing leases as of January 1, 2019, and (c) the treatment of initial direct costs relating to any existing leases as of January 1, 2019. The package of practical expedients was made as a single election and was consistently applied to all leases that commenced before January 1, 2019.

Lessor

ASC 842 requires lessors to account for leases using an approach that is substantially equivalent to ASC 840 for sales-type leases, direct financing leases, and operating leases. As the Company elected the package of practical expedients, the Company's existing leases as of January 1, 2019 continue to be accounted for as operating leases.

Upon adoption of ASC 842, the Company elected the practical expedient permitting lessors to elect by class of underlying asset to not separate nonlease components (for example, maintenance services, including common area maintenance) from associated lease components (the "non-separation practical expedient") if both of the following criteria are met: (1) the timing and pattern of transfer of the lease and non-lease component(s) are the same and (2) the lease component would be classified as an operating lease if it were accounted for separately. If both criteria are met, the combined component is accounted for in accordance with ASC 842 if the lease component is the predominant component of the combined component; otherwise, the combined component is accounted for in accordance with the revenue recognition standard. The Company assessed the criteria above with respect to the Company's operating leases and determined that they qualify for the non-separation practical expedient. As a result, the Company accounted for and presented all rental income earned pursuant to operating leases, including property expense recovery, as a single line item, "Rental income," in the consolidated statement of operations for all periods presented. Prior to the adoption of ASC 842, the Company presented rental income, property expense recovery and other income related to leases separately in the Company's consolidated statements of operations.

Under ASC 842, lessors are required to record revenues and expenses on a gross basis for lessor costs (which include real estate taxes) when these costs are reimbursed by a lessee. Conversely, lessors are required to record revenues and expenses on a net basis for lessor costs when they are paid by a lessee directly to a third party on behalf of the lessor. Prior to the adoption of ASC 842, the Company recorded revenues and expenses on a gross basis for real estate taxes whether they were reimbursed to the Company by a tenant or paid directly by a tenant to the taxing authorities on the Company's behalf. Effective January 1, 2019, the Company is recording these costs in accordance with ASC 842.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Lessee

ASC 842 requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date: (1) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset ("ROU asset"), which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. ASC 842 also requires lessees to classify leases as either finance or operating leases based on whether or not the lease is effectively a financed purchase of the leased asset by the lessee. This classification is used to evaluate whether the lease expense should be recognized based on an effective interest method or on a straight-line basis over the term of the lease.

On January 1, 2019, the Company was the lessee on two ground leases, which were classified as operating leases under ASC 840. As the Company elected the packages of practical expedients, the Company is not required to reassess the classification of these existing leases and, as such, these leases continue to be accounted for as operating leases.

On January 1, 2019, the Company recognized ROU assets and lease liabilities for these leases on the Company's consolidated balance sheets, and on a go-forward basis, lease expense will be recognized on a straight-line basis over the remaining term of the lease. On January 1, 2019, the Company recorded a ROU asset of \$25.5 million and a corresponding liability of approximately \$27.6 million relating to the Company's existing ground lease arrangements. These operating leases were recognized based on the present value of the future minimum lease payments over the lease term. As these leases do not provide an implicit rate, the Company used its incremental borrowing rate based on the information available in determining the present value of future payments. The discount rate used to determine the present value of these operating leases' future payments was 5.36%. There was no impact to beginning equity as a result of the adoption related to the lessee accounting as the difference between the asset and liability is attributed to derecognition of pre-existing straight-line rent balances.

Upon adoption of ASC 842, the Company also elected the practical expedient to not separate non-lease components, such as common area maintenance, from associated lease components for the Company's ground and office space leases.

Derivative Instruments and Hedging Activities

ASC 815, *Derivatives and Hedging* ("ASC 815" "815") provides the disclosure requirements for derivatives and hedging activities with the intent to provide users of financial statements with an enhanced understanding of: (a) how and why an entity uses derivative instruments, (b) how the entity accounts for derivative instruments and related hedged items, and (c) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. Further, ASC 815 requires qualitative disclosures regarding the Company's objectives and strategies for using derivatives, as well as quantitative disclosures about the fair value of gains and losses on derivative instruments, and disclosures about credit-risk-related contingent features in derivative instruments.

As required by ASC 815, the Company recorded all derivatives on the consolidated balance sheet at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative, and whether the Company has elected to designate a derivative in a hedging relationship and apply hedge accounting and whether the hedging relationship has satisfied the criteria necessary to apply hedge accounting. Derivatives designated and qualifying as a hedge of the exposure to changes in the fair value of an asset, liability, or firm commitment attributable to a particular risk, such as interest rate risk, are considered fair value hedges. Derivatives designated and qualifying as a hedge of the exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the recognition of the changes in the fair value of the hedged asset or liability that are attributable to the hedged risk in a fair value hedge or the earnings effect of the hedged forecasted transactions in a cash flow hedge. The Company may enter into derivative contracts that are intended to economically hedge certain risks, even though hedge accounting does not apply or the Company elects not to apply hedge accounting. See Note 6, *Interest Rate Contracts*, for more detail.

Change in Consolidated Financial Statements Presentation

Certain amounts in the prior period consolidated financial statements have been reclassified to conform to the current period presentation. **Interest rate swap assets have been reclassified from other assets to interest rate swap assets on the balance sheet for all periods presented.**

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Income Taxes

The Company has elected to be taxed as a REIT under the Internal Revenue Code ("Code" ("Code"). To qualify as a REIT, the Company must meet certain organizational and operational requirements. The Company intends to adhere to these requirements and maintain its REIT status for the current year and subsequent years. As a REIT, the Company generally will not be subject to federal income taxes on taxable income that is distributed to shareholders. However, the Company may be subject to certain state and local taxes on its income and property, and federal income and excise taxes on its undistributed taxable income, if any. If the Company fails to qualify as a REIT in any taxable year, the Company will then be subject to federal income taxes on the taxable income at regular corporate rates and will not be permitted to qualify for treatment as a REIT for federal income tax purposes for four years following the year during which qualification is lost unless the Internal Revenue Service ("IRS" ("IRS")) grants the Company relief under certain statutory provisions. Such an event could materially adversely affect net income and net cash available for distribution to pay dividends to shareholders. As of December 31, 2022 December 31, 2023, the Company satisfied the REIT requirements and distributed all of its taxable income.

Pursuant to the Code, the Company has elected to treat its corporate subsidiary as a taxable REIT subsidiary ("TRS"). In general, the TRS may perform non-customary services for the Company's tenants and may engage in any real estate or non-real estate-related business. The TRS will be subject to corporate federal and state income tax.

Goodwill

Goodwill arises from business combinations and represents the excess of the cost of an acquired entity over the net fair value amounts that were assigned to the identifiable assets acquired and the liabilities assumed. The Company recorded goodwill as a result of the transaction that resulted in the internalization of GRT management in December 2018 ("Self-Administration Transaction").

The Company's goodwill has an indeterminate life and is not amortized, but is tested for impairment on an annual basis for each reporting unit, or more frequently if events or changes in circumstances indicate that the asset is more likely than not impaired. On October 1st of each period, the Company performs a qualitative analysis to determine whether an impairment of goodwill exists prior to quantitatively determining the fair value of the reporting units in step one of the impairment test. If a quantitative assessment is deemed necessary, and to the extent the carrying amount of the reporting unit's allocated goodwill exceeds the unit's fair value, the Company recognizes an impairment of goodwill for the excess up to the amount of goodwill of that reporting unit.

Due to the Company's operating segment realignment in the fourth quarter of 2022, the composition of its reporting units for the evaluation of goodwill impairment was changed and resulted in a quantitative assessment of goodwill impairment. Prior to the change, the Company tested the goodwill for impairment at the previous single reporting unit, which did not result in any impairment charge. Goodwill is now allocated across all three of the Company's Office, Industrial, and Other reporting units on a relative fair value basis, which is determined as the fair value of assets less liabilities for each reporting unit. Given this method, the fair value of real estate assets and mortgage loans included within each reporting unit were the significant components in determining relative fair value. The Company estimated the fair value of real estate assets using a discounted cash flow model, including forecasted future cash flows based on significant assumptions such as market rent, and the determination of appropriate discount and terminal capitalization rates. The Company estimated the fair value of the mortgage loans in each reporting unit by discounting each loan's principal balance over the remaining term of the mortgage using current borrowing rates available to the Company for debt instruments with similar terms and maturities. The Company determined that the amounts within the consolidated financial statements for the remaining assets and liabilities approximated fair value. For any corporate related amounts that were not specifically identifiable to any reporting unit, the Company allocated those amounts on a relative fair value basis using the specifically identified assets and liabilities.

As a result of the quantitative assessment as of December 31, 2022, the Company concluded that it was more likely than not that the fair value of the Office reporting unit was less than the carrying amount, especially given the general decline in overall demand for office assets. Thus, the Company recorded a \$135.3 million goodwill impairment, which represents the entire amount of goodwill allocated to the Office segment.

See Note 8, *Fair Value Measurements*, for details regarding the inputs used in determining the impairment of goodwill. See Note 14, *Segment Reporting*, for allocation of goodwill for each of the Company's segments.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the unaudited consolidated financial statements and accompanying notes. Actual results could materially differ from those estimates.

Per Share Data

The Company reports earnings per share for the period as (1) basic earnings per share computed by dividing net income (loss) attributable to common shareholders by the weighted average number of common shares outstanding during the period, and (2) diluted earnings per share computed by dividing net income (loss) attributable to common shareholders by the weighted average number of outstanding common shares outstanding, including common shares equivalents. Unvested RSUs that contain non-forfeitable rights to dividends are participating securities and are included determined in the computation of basic earnings per share pursuant to computation plus the two-class method. The potential effect of including unvested restricted shares any dilutive securities. For the years ended December 31, 2023 and December 2022, using the treasury stock method, was OP Units

and unvested time-based restricted share units were excluded from our calculation of weighted average common shares outstanding — for the purposes of reporting diluted earnings per share, as the inclusion would have been anti-dilutive for those years. For the years year ended December 31, 2022 December 31, 2021, 2021 using the treasury stock method, only unvested time-based restricted share units had an anti-dilutive effect and, 2020, as such, were excluded from our calculation of weighted common shares outstanding for the purposes of reporting diluted earnings per share. Total excluded shares were 212,152, 150,037, 3,609,178, 3,685,318, and 50,371 16,671 for the years ended December 31, 2022 December 31, 2023, 2021, 2022, and 2020, 2021, respectively.

Segment Information

In the fourth quarter of 2022, the The Company evolved the management strategy of its real estate portfolio to focus on three different property types in order to maximize the value of the assets within each group. As a result, the Company changed to has three reportable segments: Industrial, Office, and Other. The Industrial segment consists of high-quality, well-located industrial properties with modern specifications. The Office segment includes newer, high-quality and business-essential office properties. The Other segment consists of vacant and non-core properties, together with other properties in the same cross-collateralized loan pools. This segment includes properties that are either non-stabilized, leased to tenants with shorter lease terms or are being evaluated for repositioning, re-leasing or potential sale. The Company recast its segment results for all prior periods presented to show the three reportable segments. See Note 14, Segment Reporting, for details regarding each of the Company's segments.

Unaudited Data

Any references to the number of buildings, square footage, number of leases, occupancy, and any amounts derived from these values in the notes to the consolidated financial statements are unaudited and outside the scope of the Company's independent registered public accounting firm's audit of its consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board ("PCAOB" ("PCAOB").

Recently Issued Accounting Pronouncements

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Changes to GAAP are established by the FASB in the form of ASUs an Accounting Standards Update ("ASUs") to the FASB's Accounting Standards Codification. The Company considers the applicability and impact of all ASUs. Other than the ASUs discussed below, the FASB has not recently issued any other ASUs that the Company expects to be applicable and have a material impact on the Company's financial statements.

Adoption of New Accounting Pronouncements

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting ("ASU 2020-04"). ASU 2020-04 provides temporary optional guidance that provides transition relief for reference rate reform, including optional expedients and exceptions for applying GAAP to contract modifications, hedging relationships and other transactions that reference LIBOR or a reference rate that is expected to be discontinued as a result of reference rate reform if certain criteria are met. ASU 2020-04 is was effective upon issuance, and the provisions generally can be applied prospectively as of January 1, 2020 through December 31, 2023. During the first quarter of 2020, the Company elected to apply the hedge accounting expedients related to probability and the assessments of effectiveness for future LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the corresponding derivatives. The Company has subsequently elected to apply additional expedients related to

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

contract modifications, changes in critical terms, and updates to the designated hedged risk(s) as qualifying changes have been made to applicable debt and anticipate to be made to derivative contracts. Application of these expedients preserves the presentation of derivatives and debt contracts consistent with past presentation. In January 2021, the FASB issued ASU 2021-01, Reference Rate Reform (Topic 848): Scope, which refines the scope of Topic 848 and clarifies some of its guidance. In December 2022, the FASB issued ASU No. 2022-06, Reference Rate Reform (Topic 848) to defer the sunset date of Topic 848 from December 31, 2022 to December 31, 2024. The Company continues to evaluate the impact of the guidance and may apply other elections as applicable as additional changes in the market occur.

On November 27, 2023, the FASB issued an ASU to require the disclosure of segment expenses if they are (i) significant to the segment, (ii) regularly provided to the chief operating decision maker ("CODM"), and (iii) included in each reported measure of a segment's profit or loss. Public entities will be required to provide this disclosure quarterly. In addition, this ASU requires an annual disclosure of the CODM's title and a description of how the CODM uses the segment's profit/loss measure to assess segment performance and to allocate resources. Compliance with these and certain other disclosure requirements will be required for our annual report on Form 10-K for the year 2024, and for subsequent quarterly and annual reports, with early adoption permitted. The Company continues to evaluate the impact of the guidance.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

3. Real Estate

As of December 31, 2022, The following table summarizes the Company's gross investment in real estate portfolio consisted of 81 properties in 24 states consisting substantially of office, industrial, and manufacturing facilities with a combined acquisition value of approximately \$3.4 billion, including the allocation of the purchase price to above and below-market lease valuation, as of:

	December 31, 2023	December 31, 2022
Land	\$ 231,175	\$ 327,408
Building and improvements	1,968,314	2,631,965
Tenant origination and absorption cost	402,251	535,889
Construction in progress	8,371	1,994
Total real estate	\$ 2,610,111	\$ 3,497,256

Depreciation expense for buildings and improvements for the years ended December 31, 2022 December 31, 2023, 2022, and 2021 was \$72.3 million, \$113.2 million, and 2020 was \$113.2 million, \$125.4 million, and \$94.0 million, \$125.4 million, respectively. Amortization expense for intangibles, including but not limited to, tenant origination and absorption costs for the years ended December 31, 2022 December 31, 2023, 2022, and 2021 was \$39.9 million, \$77.6 million, and 2020 was \$77.6 million, \$84.2 million, and \$67.1 million \$84.2 million respectively.

Intangibles Acquisitions of Real Estate

The Company allocated a portion had no acquisitions of the acquired and contributed real estate asset value to in-place lease valuation, tenant origination and absorption cost, and other intangibles, net of the write-off of intangibles for during the years ended December 31, 2022 December 31, 2023 and 2021: December 31, 2022, respectively.

	December 31,	
	2022	2021
In-place lease valuation (above market)	\$ 28,619	\$ 49,578
In-place lease valuation (above market) - accumulated amortization	(19,799)	(35,049)
In-place lease valuation (above market), net	8,820	14,529
Ground leasehold interest (below market)	—	2,254
Ground leasehold interest (below market) - accumulated amortization	—	(219)
Ground leasehold interest (below market), net	—	2,035
Intangibles - other	32,028	32,028
Intangibles - other - accumulated amortization	(6,987)	(5,492)
Intangibles - other, net	25,041	26,536
Intangible assets, net	\$ 33,861	\$ 43,100
In-place lease valuation (below market)	\$ (48,686)	\$ (77,859)
Land leasehold interest (above market)	(3,072)	(3,072)
In-place lease valuation & land leasehold interest - accumulated amortization	31,358	50,634
Intangibles - other (above market)	(258)	(329)
Intangible liabilities, net	\$ (20,658)	\$ (30,626)
Tenant origination and absorption cost	\$ 535,889	\$ 876,324
Tenant origination and absorption cost - accumulated amortization	(282,383)	(473,893)
Tenant origination and absorption cost, net	\$ 253,506	\$ 402,431

Dispositions of Real Estate

For the year ended December 31, 2023, the Company sold eleven properties for gross disposition proceeds of approximately \$335.9 million. The intangible assets are amortized over Company recognized a net gain of approximately \$29.2 million, detailed in the remaining lease term of each property, which on a weighted-average basis, was approximately 7.1 years and 6.25 years as of December 31, 2022 and 2021, respectively. The amortization of the intangible assets and other leasing costs for the respective periods is as follows: table below:

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

	Amortization (income) expense for the year ended December 31,		
	2022	2021	2020

Above and below market leases, net	\$	(2,205)	\$	(1,323)	\$	(2,292)
Tenant origination and absorption cost	\$	73,172	\$	78,389	\$	62,459
Ground leasehold amortization (below market)	\$	(372)	\$	(349)	\$	(291)
Other leasing costs amortization	\$	4,754	\$	6,209	\$	4,908

Sale Date	Segment	Location	Gross Proceeds		Gain (Loss)
Three Months Ended March 31, 2023					
January 6, 2023	Industrial	Irvine, CA	\$	40,000	\$ 18,690
February 16, 2023	Industrial	Clinton, SC		19,300	7,109
March 2, 2023	Office	Herndon, VA		110,300	4,811
		Total		169,600	30,610
April 13, 2023					
	Listing Date				
Three Months Ended June 30, 2023					
May 9, 2023	Other	Lone Tree, CO		5,600	(275)
May 15, 2023	Office	Houston, TX		62,300	(5,024)
June 8, 2023	Other	Greenwood Village, CO		5,000	(5,228)
June 30, 2023	Office	Andover, MA		23,700	122
June 30, 2023	Office	Andover, MA		34,200	704
		Total		130,800	(9,701)
Three Months Ended September 30, 2023					
August 16, 2023	Other	Rancho Cordova, CA		8,300	3,748
		Total		8,300	3,748
Three Months Ended December 31, 2023					
December 15, 2023	Other	Houston, TX		5,825	2,014
December 20, 2023	Office	Tyler, TX		21,400 ¹	2,493
		Total		27,225	4,507
Total for the Year Ended December 31, 2023			\$	335,925	\$ 29,164

(1) The following table sets forth gross proceeds amount of \$21.4 million is inclusive of a lease termination fee received in conjunction with the estimated annual amortization (income) expense for in-place lease valuation, net, tenant origination and absorption costs, ground leasehold interest, and other leasing costs as of December 31, 2022 for the next five years:

Year	Tenant origination and absorption				Ground leasehold interest	Other leasing costs
	In-place lease valuation, net	costs				
2023	\$ (1,166)	\$ 42,114	\$ (317)	\$ 2,539		
2024	\$ (1,304)	\$ 37,380	\$ (318)	\$ 2,812		
2025	\$ (1,195)	\$ 31,883	\$ (317)	\$ 3,013		
2026	\$ (1,090)	\$ 30,227	\$ (317)	\$ 2,966		
2027	\$ (892)	\$ 26,156	\$ (317)	\$ 3,124		

Assets Held for Sale

As of December 31, 2022, the 16752 Armstrong Avenue property located in Irvine, California met the criteria for classification as held for sale. Subsequent to December 31, 2022, this property was sold. See Note 15, *Subsequent Events*, for further details.

The following summary presents the major components of assets related to the real estate held for sale as of December 31, 2022:

	As of December 31, 2022	
Land	\$	3,672
Building and improvements		17,878
Tenant origination and absorption cost		5,352
Total real estate		26,902
Less: accumulated depreciation		(7,494)
Total real estate, net		19,408
Intangible assets, net		125
Deferred rent		1,265
Other assets, net		18
Total assets held for sale	\$	20,816

Sale of Properties

On August 26, 2022, the Company sold a 41-property office portfolio (the "Office Portfolio") located across the continental United States. The sale price for the Office Portfolio was \$1.1 billion, less closing costs and other closing credits. Upon the sale of the Office Portfolio, the Company recognized a loss of approximately \$105.9 million and entered into the Office Joint Venture. See Note 4, *Investment in Unconsolidated Entities*, for details.

On September 23, 2022, the Company sold one property located in Phoenix, Arizona. The sale price for the property was \$93.0 million, less closing costs and other closing credits. The Company recognized a gain of approximately \$10.4 million.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

On December 22, 2022, the Company sold one property located in Birmingham, Alabama. The sale price for the property was \$33.3 million, less closing costs and other credits. The Company recognized a loss for approximately \$0.8 million.

On December 27, 2022, the Company sold a five-property portfolio for approximately \$170.4 million, less closing costs and other credits. The Company recognized a loss of approximately \$43.0 million and purchased an additional interest in the Office Joint Venture. See Note 4, *Investment in Unconsolidated Entities*, for details.

Real Estate Impairments

During the year ended December 31, 2022, in connection with the preparation and review of the financial statements, the Company recorded an a real estate impairment provision of approximately \$127.6 million as it was determined that the carrying value \$409.5 million on seventeen properties, consisting of the real estate would not be recoverable on eleven nine Office segment properties for \$208.3 million and eight Other segment properties for \$201.2 million. The impaired properties are located in the Southwest, Northeast, Midwest, Southwest, Southern, West, and West Southeast regions of the United States. This impairment resulted from changes in during the year related to anticipated hold period periods, estimated selling prices and selling price, potential vacancies that impacted the recoverability of these assets. In determining the fair value of the properties, the Company considered Level 3 inputs. See Note 8, *Fair Value Measurements*, for details. Additionally,

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Real Estate and Acquired Lease Intangibles

The following table summarizes the impairment Company's allocation of acquired and contributed real estate asset value to in-place lease valuation, tenant origination and absorption cost, and other intangibles, net of the write-off of intangibles for the years ended December 31, 2023 and 2022:

	December 31,	
	2023	2022
In-place lease valuation (above market)	\$ 22,759	\$ 28,619
In-place lease valuation (above market) - accumulated amortization	(16,616)	(19,799)
In-place lease valuation (above market), net	6,143	8,820
Intangibles - other	32,028	32,028

Intangibles - other - accumulated amortization		(8,481)		(6,987)
Intangibles - other, net		23,547		25,041
Intangible assets, net	\$	29,690	\$	33,861
In-place lease valuation (below market)	\$	(42,534)	\$	(48,686)
Land leasehold interest (above market)		(3,072)		(3,072)
In-place lease valuation & land leasehold interest - accumulated amortization		29,770		31,358
Intangibles - other (above market)		(187)		(258)
Intangible liabilities, net	\$	(16,023)	\$	(20,658)
Tenant origination and absorption cost	\$	402,251	\$	535,889
Tenant origination and absorption cost - accumulated amortization		(221,786)		(282,383)
Tenant origination and absorption cost, net	\$	180,465	\$	253,506

The intangible assets are amortized over the remaining lease term of each property, which on a weighted-average basis, was approximately 6.5 years and 7.1 years as of December 31, 2023 and 2022, respectively. The amortization of the intangible assets and other leasing costs for the respective periods is as follows:

	Amortization (income) expense for the Year Ended December 31,		
	2023	2022	2021
Above and below market leases, net	\$ (1,239)	\$ (2,205)	\$ (1,323)
Tenant origination and absorption cost	\$ 38,305	\$ 73,172	\$ 78,389
Ground leasehold amortization (below market)	\$ (388)	\$ (372)	\$ (349)
Other leasing costs amortization	\$ 2,013	\$ 4,754	\$ 6,209

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023
(Dollars in thousands unless otherwise noted and excluding per share amounts)

The following table sets forth the estimated annual amortization (income) expense for in-place lease valuation, net, tenant origination and absorption costs, ground leasehold interest, and other leasing costs as of December 31, 2023 for the next five years:

Year	Tenant origination and absorption				Ground leasehold interest	Other leasing costs
	In-place lease valuation, net	costs				
2024	\$ (1,169)	\$ 29,107	\$ (318)	\$ 2,230		
2025	\$ (1,165)	\$ 26,012	\$ (317)	\$ 2,491		
2026	\$ (1,073)	\$ 24,872	\$ (317)	\$ 2,442		
2027	\$ (829)	\$ 23,199	\$ (317)	\$ 2,261		
2028	\$ (644)	\$ 19,657	\$ (318)	\$ 2,126		

Real Estate Held for Sale

As of December 31, 2023, two properties met the criteria for classification as held for sale as follows: (i) in our Other segment, one property located in Jefferson City, Missouri, where the tenant exercised its fixed-price purchase option to acquire the property; and (ii) in our Office segment, one property located in Johnston, Iowa, where an affiliate of the existing tenant agreed to purchase the asset (note that this sale closed subsequent to year-end, see Note 16, *Subsequent Events*, for further details).

The following summary presents the major components of assets and liabilities related to the real estate properties included within our Office and Other segments, held for sale as of which the amounts recognized were \$112.4 million and \$15.2 million, respectively, December 31, 2023:

Restricted Cash

In conjunction with the acquisition of certain assets, as required by certain lease provisions or certain lenders in conjunction with an acquisition or debt financing, or credits received by the seller of certain assets, the Company assumed or funded reserves for specific property improvements and deferred maintenance, re-leasing costs, and taxes and insurance, which are included on the consolidated balance sheets as restricted cash. Additionally, an ongoing replacement reserve is funded by certain tenants pursuant to each tenant's respective lease as follows:

	Balance as of December 31,	
	2022	2021

Cash reserves	\$	4,262	\$	15,234
Restricted lockbox		502		2,288
Total	\$	4,764	\$	17,522

ASSETS		As of December 31, 2023	
Land	\$		10,091
Building and improvements			42,678
Tenant origination and absorption cost			11,519
Total real estate			64,288
Less: accumulated depreciation			(14,636)
Total real estate, net			49,652
Intangible assets, net			144
Deferred rent			407
Other assets, net			8
Total real estate and other assets held for sale	\$		50,211
LIABILITIES			
Intangible liabilities, net	\$		21
Accrued expenses and other liabilities			518
Liabilities of real estate assets held for sale	\$		539

4. Investments in Unconsolidated Entities

Office Joint Venture

The On August 26, 2022, the Company completed the sale of a majority interest in a 41-property office portfolio (the "Initial JV Office Portfolio") for a sale price of approximately \$1.1 billion. On December 27, 2022, the Company completed a companion sale of a majority interest in a five-property office portfolio ("Companion JV Office Portfolio", and together with the Initial JV Office Portfolio, the "JV Office Portfolio") for a sale price of approximately \$170.4 million.

In connection with the sale of the JV Office Portfolio, the Company, through its subsidiary GRT VAO OP, LLC ("GRT VAO Sub"), invested a combined \$184.2 million for a 49% interest in a joint venture (the "Office Joint Venture"), through which it owns indirectly an approximate 49% interest in the JV Office Portfolio, equal to approximately \$178.6 million, through a joint venture (the "Office Joint Venture"). Portfolio.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

The Office Joint Venture is managed and accounted for by RVMC Capital LLC, an affiliate of Workspace Property Trust (the "Managing Member").

The Managing Member of the Office Joint Venture has general authority to manage the operations of the Office Joint Venture. The Managing Member also has day-to-day management authority over the Office Joint Venture, subject to certain major decision rights held by another minority interest holder. The Managing Member may be removed from its management positions upon the occurrence of specified events.

GRT VAO Sub has approval rights over certain major decisions regarding actions by the Office Joint Venture, including certain fundamental decisions that the Office Joint Venture may approve. GRT VAO Sub's obligation is generally limited to its initial contribution. GRT VAO Sub is not obligated to make any additional capital contributions beyond its initial capital contribution.

The Office Joint Venture, through various subsidiary borrowers, obtained acquisition financing for the Initial JV Office Portfolio comprised of (a) a \$736.0 million mortgage loan (the "Mortgage "Initial JV Office Mortgage Loan"), and (b) a \$194.8 million mezzanine loan (the "Mezzanine "JV Office Mezzanine Loan", and together with the JV Office Initial Mortgage Loan, the "Office "Initial Office JV Loans"). The initial maturity date of the Initial Office JV Loans is was September 9, 2023, subject to two, one-year extension options. The interest rates during the initial term of the Initial JV Office Mortgage Loan and the JV Office Mezzanine Loan are were Term SOFR (1-month) (with a 3% interest rate cap on SOFR) + 3.635% (subject to a 0.25% increase during each extension term) and Term SOFR (1-month) with a 3% interest rate cap on SOFR + 6.574%

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

(subject to a 0.25% increase during each extension term), respectively. The Office Joint Venture paid approximately \$6.7 million for the interest rate caps.

During the quarter ended September 30, 2023, the Office Joint Venture exercised the first of two one-year extension options, extending the maturity date of the Initial Office JV Loans to September 9, 2024. The interest rates during the one-year extension terms of the Initial JV Office Mortgage Loan and the JV Office Mezzanine Loan are Term SOFR (1-month) (with a 4.4% interest rate cap on SOFR) + 3.885% and Term SOFR (1-month) + 6.824%, respectively. The Office Joint Venture paid approximately \$9.6 million for the interest rate caps and funded a portion of the purchase by calling capital from its members (the "Capital Call"). GRT VAO Sub's portion of the Capital Call was approximately \$2.0 million. GRT VAO Sub is not obligated to and did not fund any amount of the Capital Call. In accordance with the Office Joint Venture's governing documents, another member of the Office Joint Venture (the "Funding Member") made an interest bearing loan to GRT VAO Sub in the principal amount of GRT VAO Sub's portion of the Capital Call (the "Shortfall Loan"), the proceeds of which Shortfall Loan were used to fund GRT VAO Sub's portion of the Capital Call. The Shortfall Loan is non-recourse to GRT VAO Sub and its affiliates and shall be repaid to the Funding Member solely out of (i) any distributions to which GRT VAO Sub is otherwise entitled under the Office Joint Venture's governing documents and (ii) the proceeds from certain transfers which results in GRT VAO Sub and its affiliates no longer owning a direct or indirect equity interest in the Office Joint Venture.

The Office Joint Venture, through various subsidiary borrowers, also obtained acquisition financing for a companion sale of a majority interest in a five property portfolio, the Companion JV Office Portfolio, comprised of a \$142.1 million mortgage loan, having an initial maturity date of January 6, 2024 January 6, 2025 (subject to two, a one-year extension options) option), and an interest rate during the initial term of Term SOFR (1-month) (1-month with a 4% interest rate cap on SOFR SOFR) + 4.25% 4.50% (subject to a 0.25% increase during each extension term) (the "Companion Office JV Loan", and together with the Initial Office JV Loans, the "Office JV Loans").

The Company has not guaranteed any debt obligations and has not otherwise committed to providing financial support in respect of the debt Office JV Loans. In addition, the Company does not anticipate receiving any near-term cash flow distributions, distributions from the assets that are part of the JV Office Portfolio. Considering the Company's limited economic exposure to the Office Joint Venture, the Company excludes interests in the assets in the Office Joint Venture from operating data.

In connection with the Office JV Loans, the Operating Partnership and GRT VAO Sub entered into a certain Put Agreement with JPMorgan Chase Bank, National Association ("JPM"), pursuant to which JPM had the right to put to Operating Partnership and GRT VAO Sub a portion of its interest in the Mezzanine Loan in the principal face amount of \$39.3 million (the "Mezzanine Interest"). On September 29, 2022, JPM sold to GRT VAO Sub the Mezzanine Interest for approximately \$34.4 million, which was initially included in the line item "Investments in unconsolidated entities" in the consolidated balance sheets.

On December 23, 2022, we sold the Mezzanine Interest for \$31.0 million. We recorded an estimated loss of approximately \$3.6 million, which includes accrued interest and is presented in the "Net loss from investment in unconsolidated entities" in the consolidated statement of operations.

The interests discussed above are deemed to be variable interests in variable interest entities ("VIE" ("VIE")) and based on an evaluation of the variable interests against the criteria for consolidation, the Company determined that it is not the primary beneficiary of the investment, as the Company does not have power to direct the activities of the entities that most significantly affect their performance. As such, the interest in the VIE is recorded using the equity method of accounting in the accompanying consolidated financial statements. Under the equity method, the investments in the unconsolidated entities are stated at cost and adjusted for the Company's share of net earnings or losses and reduced by distributions. Equity in earnings of real estate ventures is generally recognized based on the allocation of cash distributions upon liquidation of the investment at book value in accordance with the operating agreements. The Company records the net earnings or losses on investment on a one quarter lag. The Company's maximum exposure to losses associated with its unconsolidated investments is primarily limited to its carrying value initial contribution in the investments.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Impairment of Investment in Office Joint Venture

During the three months ended September 30, 2023, the Company recorded an OTTI of approximately \$129.3 million for its investment in the Office Joint Venture, which represents a complete write-off of the Company's remaining investment balance. The impairment resulted from a decline in the fair value of the investment primarily due to increased future loan extension risk impacting the Company's expectations on the recoverability of the investment. The impairment was recorded to "Net loss from investment in unconsolidated entity" on the consolidated statement of operations. Subsequent to the write-off of the Company's investment in the Office Joint Venture as of September 30, 2023, the Company no longer records any equity income or losses.

Summary of Investment in Office Joint Venture

The table below summarizes the Company's investment in the unconsolidated Office Joint Venture, which the Company determined is included in the Company's Office segment related to corporate activities and is excluded from its segment reporting:

	Office Joint Venture
Investment in Office Joint Venture	
Balance at December 31, 2021	\$ 178,647
Contributions ⁽¹⁾	1,960
Shortfall Loan ⁽¹⁾	(1,960)
Company's share of net loss ⁽³⁾	(48,659)
Company's share of other comprehensive loss	(654)
Impairment provision ⁽²⁾	(129,334)
Balance at December 31, 2023	\$ —
Contributions	218,746
Net loss ⁽¹⁾	(10,979)
Sale of Mezzanine Loan Interest	(31,000)
Other Comprehensive Income	1,880
Balance at December 31, 2022	\$ 178,647

- (1) Amounts represent the deemed contribution and related Shortfall Loan between the Company's subsidiary, GRT VAO Sub, and the Funding Member of the Office Joint Venture for the Capital Call. Refer to details above.
- (2) Amount represents the impairment of the Company's investment in the Office Joint Venture of \$129.3 million. As of September 30, 2023, the Company also had a cumulative proportionate share of the Office Joint Venture's accumulated other comprehensive income ("AOCI") of \$1.2 million, which was also written off in conjunction with the investment balance being impaired to zero. The write-off of the AOCI resulted in recognition of income, which was also recorded to "Net loss from investment in unconsolidated entity" for a total net loss includes \$3.6 of \$128.1 million during the period.
- (3) The Company's share of net loss on of \$48.7 million relates to the sale Office Joint Ventures's activity from September 1, 2022 through June 30, 2023 (reported as of September 30, 2023, due to the recording of the Mezzanine Loan.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2022

(Dollars Office Joint Venture's activity on a one quarter lag). Subsequent to the write-off of the Company's investment in thousands unless otherwise noted and excluding per share amounts)

the Office Joint Venture as of September 30, 2023, the Company no longer records any equity income or losses.

The table below presents the condensed balance sheet for the unconsolidated Office Joint Venture:

	December 31, 2023 ⁽¹⁾⁽³⁾	December 31, 2022 ⁽²⁾
Assets		
Real estate properties, net	\$ 1,092,312	\$ 981,354
Other assets	299,045	240,447
Total Assets	\$ 1,391,357	\$ 1,221,801
Liabilities		
Mortgages payable, net	\$ 1,067,005	\$ 856,765
Other liabilities	92,919	52,018
Total Liabilities	\$ 1,159,924	\$ 908,783

- (1) Amounts are as of September 30, 2023 due to the recording of the Office Joint Venture's activity on a one quarter lag.

	December 31, 2022
Assets	
Real estate properties, net	\$ 981,354
Other assets	240,447
Total assets	\$ 1,221,801
Liabilities	
Mortgages payable, net	\$ 856,765
Other liabilities	52,018
Total Liabilities	\$ 908,783

- (1) (2) Amounts are as of September 30, 2022 due to the recording of the Office Joint Venture's activity on a one quarter lag.
- (3) Subsequent to the write-off of the Company's investment in the Office Joint Venture as of September 30, 2023, the Company no longer records any equity income or losses.

The table below presents condensed statements of operations of the unconsolidated Office Joint Venture (1):

	December 31, 2022
Total revenues	\$ 16,500
Total expenses	(31,648)
Net Income	\$ (15,148)

Venture:

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023
(Dollars in thousands unless otherwise noted and excluding per share amounts)

	Year Ended December 31,	
	2023 (1)	2022 (2)
Total revenues	\$ 195,193	\$ 16,500
Expenses:		
Operating expenses	(67,438)	(5,550)
General and administrative	(7,210)	(500)
Depreciation and amortization	(68,829)	(9,476)
Interest expense	(190,350)	(15,735)
Other expenses, net	7,519	(387)
Total Expenses	(326,308)	(31,648)
Net Loss(3)	\$ (131,115)	\$ (15,148)

- (1) Amounts represent the period of October 1, 2022 to September 30, 2023 due to the Company's recording of the Office Joint Venture's activity on a one quarter lag.
(2) Amounts represent the period of ownership from August 26, 2022 to September 30, 2022 due to the recording of the Office Joint Venture's activity on a one quarter lag.
(3) Subsequent to the write-off of the Company's investment in the Office Joint Venture as of September 30, 2023, the Company no longer records any equity income or losses.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022
(Dollars in thousands unless otherwise noted and excluding per share amounts)

5. Debt

As of December 31, 2022 December 31, 2023 and 2021, 2022, the Company's consolidated debt consisted of the following:

	December 31,		Contractual Interest Rate (1)	Loan Maturity (4)	Effective Interest Rate (2)
	2022	2021			
HealthSpring Mortgage Loan	\$ 19,107	\$ 19,669	4.18%	April 2023	4.64%
Midland Mortgage Loan	—	95,792	—%	(5)	—%
Samsonite Loan	17,998	19,114	6.08%	September 2023	4.99%
Highway 94 Loan	12,740	13,732	3.75%	August 2024	4.97%

	December 31, 2023	December 31,	Contractual Interest Rate (1)	Loan Maturity (2)	Effect Intere Rate
Highway 94 Mortgage Loan					
Highway 94 Mortgage Loan					

Highway 94 Mortgage Loan								\$11,709		\$ 12,740		3.75%		August 2024		5.06%	
Pepsi Bottling Ventures Loan	Pepsi Bottling Ventures Loan	18,218		3.69%		October 2024	3.93%	Pepsi Bottling Ventures Loan	17,836	17,836	3.69%	3.69%	October 2024	3.93%			
AIG Loan II	AIG Loan II	122,328	124,606	4.15%	November 2025	4.98%	AIG Loan II	119,953	122,328	122,328	4.15%	4.15%	November 2025	5.06%			
BOA Loan		—	375,000	—%	(6) —	—%											
BOA/KeyBank Loan		250,000	250,000	4.32%	May 2028	4.14%											
BOA II Loan								BOA II Loan	250,000	250,000	4.32%	May 2028	4.14%				
AIG Loan	AIG Loan	99,794	101,884	4.96%	February 2029	5.11%	AIG Loan	92,444	99,794	99,794	4.96%	4.96%	February 2029	5.10%			
HealthSpring Mortgage Loan								HealthSpring Mortgage Loan		(4) —		—		—			
Samsonite Loan								Samsonite Loan		—		17,998		—%	(5) —	—	
Total Mortgage Debt	Total Mortgage Debt	539,803	1,018,015														
Revolving Credit Facility (3)		—	373,500	SOF Rate + 1.45%		(7) June 2024	5.85%										
2023 Term Loan		—	200,000	—%		(8) —	—%										
2024 Term Loan		400,000	400,000	SOF Rate + 1.40%		April 2024	5.88%										
Revolving Loan																	
Revolving Loan																	
Revolving Loan								400,000	—	SOF Rate (6) + 1.30%		January (8) 2026		7.01%			
2025 Term Loan	2025 Term Loan	400,000	400,000	SOF Rate + 1.40%		December 2025	5.97%	2025 Term Loan	400,000	400,000	400,000	SOF Rate + 1.25%	SOF Rate + 1.25%	(6) December 2025	6.92%		
2026 Term Loan	2026 Term Loan	150,000	150,000	SOF Rate + 1.40%		April 2026	5.89%	2026 Term Loan	150,000	150,000	150,000	SOF Rate + 1.25%	SOF Rate + 1.25%	(6) April 2026	6.76%		
2024 Term Loan								2024 Term Loan	—	400,000	—%		(7) —	—			
Total Debt	Total Debt	1,489,803	2,541,515														
Unamortized Deferred Financing Costs and Discounts, net	Unamortized Deferred Financing Costs and Discounts, net	(4,401)	(9,138)														
Unamortized Deferred Financing Costs and Discounts, net																	
Total Debt, net	Total Debt, net	\$1,485,402	\$2,532,377														
Total Debt, net																	
Total Debt, net																	

(1) Including the effect of the interest rate swap agreements with a total notional amount of \$750.0 million the weighted average interest rate as of **December 31, 2022** December 31, 2023 was **4.13%** 4.16% for both the Company's fixed-rate and variable-rate debt combined and **4.02%** **3.73%** for the Company's fixed-rate debt only.

- (2) Reflects the loan maturity as of December 31, 2023.
- (3) Reflects the effective interest rate as of December 31, 2022 December 31, 2023 and includes the effect of amortization of discounts/premiums and deferred financing costs, costs, but excludes the effect of the interest rate swaps.
- (3) (4) HealthSpring Mortgage Loan was paid off in full March 2023 and had a contractual interest rate of 4.18%.
- (5) Samsonite Mortgage Loan was paid off in full in September 2023 and had a contractual interest rate of 6.08%.
- (6) The SOF rate applicable SOFR as of December 31, 2022 (effective date) December 31, 2023 (assuming a five day look-back per the credit facility agreement) was 4.30% 5.38%, which excludes a 0.1% per annum index adjustment as required per the Fifth Amendment to the Second Amended and Restated Credit Agreement. The Revolving Credit Facility had an initial term of approximately three years.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023

(Dollars in thousands unless otherwise noted and was initially scheduled to mature on June 28, 2022. Through the Fifth Amendment to the Restated Credit Agreement, the Company elected to extend the maturity until September 30, 2023 and the Company has a series of three three-month extension options (December 30, 2023, March 30, 2024, and June 30, 2024). See discussion below. excluding per share amounts)

- (4) (7) Reflects the loan maturity as of December 31, 2022.
- (5) Midland Mortgage 2024 Term Loan was repaid paid off in August 2022 full in March 2023 using proceeds from the Revolving Loan, and had a contractual interest rate of 3.94%.
- (6) BOA Loan was repaid in August 2022 and had a contractual interest rate of 3.77%.
- (7) Revolving Credit Facility was paid down in August 2022 and has a contractual interest rate of SOFR + 1.45% 1.40%.
- (8) 2023 Term Loan was paid down in September 2022 and had As of December 31, 2023, the Revolving Credit Facility has a contractual interest rate maturity date of LIBOR + 1.40% March 30, 2024 with two additional extension options to January 31, 2026. See discussion below.

Second Amended and Restated Credit Agreement

Pursuant to the Second Amended and Restated Credit Agreement dated as of April 30, 2019 (as amended by the First Amendment to the Second Amended and Restated Credit Agreement dated as of October 1, 2020 (the "First Amendment"), the Second Amendment to the Second Amended and Restated Credit Agreement dated as of December 18, 2020 (the "Second Amendment"), the Third Amendment to the Second Amended and Restated Credit Agreement dated as of July 14, 2021 (the "Third Amendment"), the Fourth Amendment to the Second Amended and Restated Credit Agreement dated as of September April 28, 2022 (the "Fourth Amendment"), the Fifth Amendment to the Second Amended and Restated Credit Agreement dated as of September 28, 2022 (the "Fifth Amendment"), and the Sixth Amendment to the Second Amended and Restated Credit Agreement dated as of November 30, 2022 (the "Sixth Amendment"), and the Seventh Amendment to the Amended and Restated Credit Agreement dated as of March 21, 2023 (the "Seventh Amendment"), and together with the First Amendment, the Second

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, the "Second Amended and Restated Credit Agreement"), with KeyBank National Association ("KeyBank") as administrative agent, and a syndicate of lenders, we, through the Operating Partnership, as the borrower, have has been initially provided with a \$1.7 \$1.3 billion credit facility consisting of (i) a \$750 \$750.0 million senior unsecured revolving credit facility (the "Revolving Credit Facility"), under which the Company has drawn \$400.0 million (the "Revolving Loan"), maturing in September 2023 with (subject on March 30, 2024 (with two extension options to January 31, 2026, subject to the satisfaction of certain customary conditions) and conditions, the first of which the Company exercised subsequent to year-end as described below), (ii) a series of three-month extension options, a \$400 million senior unsecured term loan maturing in April 2024 (the "\$400M 5-Year Term Loan"), a \$400 \$400.0 million senior unsecured term loan maturing in December 2025 (the "\$400M \$400M 2025 5-Year Term Loan Loan"), and (iii) a \$150 \$150.0 million senior unsecured term loan maturing in April 2026 (the "\$150M 2026 7-Year Term Loan") (collectively, and together with the Revolving Credit Facility and the \$400M 2025 5-Year Term Loan, the "KeyBank Loans"). The \$200M 5-Year Term Loan was paid-off as noted below. The credit facility Second Amended and Restated Credit Agreement also provides the option, subject to obtaining additional commitments from lenders and certain other customary conditions, to increase the commitments under the Revolving Credit Facility, to increase the existing term loans and/or incur new term loans by up to an additional \$600 million \$1.0 billion in the aggregate. As of December 31, 2022 December 31, 2023, the remaining capacity under the Revolving Credit Facility was \$202.9 million.

The Second Amended and Restated Credit Agreement provides that the Operating Partnership must maintain a pool of unencumbered real properties (each a "Pool Property" and collectively the "Pool Properties") that meet certain requirements contained in the Second Amended and Restated Credit Agreement. The agreement sets forth certain covenants relating to the Pool Properties, including, without limitation, the following:

- there must be no less than 15 Pool Properties at any time;
- no greater than 15% of the aggregate pool value may be contributed by a single Pool Property or tenant;
- no greater than 15% of the aggregate pool value may be contributed by Pool Properties subject to ground leases;
- no greater than 20% of the aggregate pool value may be contributed by Pool Properties which are under development or assets under renovation;
- the minimum aggregate leasing percentage of all Pool Properties must be no less than 90%; and

- other limitations as determined by KeyBank upon further due diligence of the Pool Properties.

Borrowing availability under the Second Amended and Restated Credit Agreement is limited to the lesser of the maximum amount of all loans outstanding that would result in (i) an unsecured leverage ratio of no greater than 60%, or (ii) an unsecured interest coverage ratio of no less than 2.00:1.00.

Guarantors of the KeyBank Loans include the Company, each special purpose entity that owns a Pool Property, and each of the Operating Partnership's other subsidiaries which owns a direct or indirect equity interest in a SPE that owns a Pool Property.

In addition to customary representations, warranties, covenants, and indemnities, the KeyBank Loans require the Operating Partnership to comply with the following at all times, which will be tested on a quarterly basis:

- a maximum consolidated leverage ratio of 60%, or, the ratio may increase to 65% for up to four consecutive quarters after a material acquisition;
- a minimum consolidated tangible net worth of 75% of the Company's consolidated tangible net worth at closing of the Revolving Credit Facility, or approximately \$2.0 billion, plus 75% of net future equity issuances (including OP Units), minus 75% of the amount of any payments used to redeem the Company's shares or OP Units, minus any amounts paid for the redemption or retirement of or any accrued return on the preferred equity issued under the preferred equity investment made in our Predecessor in August 2018 by SHBNPP Global Professional Investment Type Private Real Estate Trust No. 13 (H), and minus 75% of the tangible net worth of certain distributions and/or dividends (defined as "Restricted Payments") that are otherwise permitted by the Second Amended and Restated Credit Agreement;

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

- upon consummation, if ever, of an initial public offering, a minimum consolidated tangible net worth of 75% of the Company's consolidated tangible net worth at the time of such initial public offering plus 75% of net future equity issuances (including OP Units) should the Company publicly list its shares;
- a minimum consolidated fixed charge coverage ratio of not less than 1.50:1.00;
- a maximum total secured debt ratio of not greater than 40%, which ratio will increase by five percentage points for four quarters after closing of a material acquisition that is financed with secured debt;
- a minimum unsecured interest coverage ratio of 2.00:1.00;
- a maximum total secured recourse debt ratio, excluding recourse obligations associated with interest rate hedges, of 10% of our total asset value; and
- aggregate maximum unhedged variable rate debt of not greater than 30% of the Company's total asset value.

Furthermore, the activities of the Operating Partnership, the Company, and the Company's subsidiaries must be focused principally on the ownership, development, operation and management of office, industrial, manufacturing, warehouse, distribution or educational properties (or mixed uses thereof) and businesses reasonably related or ancillary thereto.

Third Amendment to Second Amended and Restated Credit Agreement

On July 14, 2021, the Company, through the Operating Partnership, entered into the Third Amendment. The Third Amendment amended the Second Amended and Restated Credit Agreement to decrease the applicable interest rate margin for the \$150M 7-Year Term Loan. After giving effect to the Third Amendment, the \$150M 7-Year Term Loan accrues interest, at the Operating Partnership's election, at a per annum rate equal to either (i) the LIBOR plus an applicable margin ranging from 1.25% to 2.15% or (ii) a base rate plus an applicable margin ranging from 0.25% to 1.15%, in each case such applicable margin to be based on the Company's consolidated leverage ratio. Prior to the Third Amendment, the applicable margin for LIBOR based loans was 1.65% to 2.50% and for base rate loans was 0.65% to 1.50%, in each case based on the Company's consolidated leverage ratio. All other terms of the Second Amended and Restated Credit Agreement were unchanged. No new term loan borrowings were incurred under the Third Amendment. The applicable rate for the \$150M 7-Year Term Loan decreased 35 basis points from 1.75% to 1.40%.

Fourth Amendment to the Second Amended and Restated Credit Agreement

Pursuant to the Fourth Amendment, the Company amended the Company's maturity extension option on the Revolving Credit Facility from a one-year extension option (to June 2023) to a series of three-month extension options (to September 28, 2022, December 28, 2022, March 28, 2023, and June 28, 2023, respectively). The exercise of each extension option requires the payment of a fee of 0.05% on the extended revolving loan commitments and is subject to certain other customary conditions. On May 24, 2022, the Company exercised the first three-month extension option on the Revolving Credit Facility, which extends the maturity date from June 28, 2022 to September 28, 2022.

Upon the sale of the Office Portfolio and property in Phoenix, Arizona, the Company repaid approximately \$373.5 million of the Revolving Credit Facility and paid off approximately \$200.0 million of the 2023 Term Loan. See Note 3, *Real Estate*, for details of the sale of the Office Portfolio.

Fifth Amendment to the Second Amended and Restated Credit Agreement

Pursuant to the Fifth Amendment, the Company extended the maturity date on the Revolving Credit Facility from September 28, 2022 to September 30, 2023 and amended the maturity date extension options to a series of three three-month extensions (to December 30, 2023, March 30, 2024 and June 30, 2024, respectively). In addition, the contract

interest rate was amended from LIBOR to Secured Overnight Financing Rate ("SOFR") plus 0.10% per annum (collectively, the "Adjusted SOFR"). See Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, for details on the impact of the Company's hedge accounting.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Based on the terms as of December 31, 2022, the interest rate for the credit facility varies based on the consolidated leverage ratio of the Operating Partnership, us, and our subsidiaries and ranges (a) in the case of the Revolving Credit Facility, from Adjusted SOFR plus 1.30% to Adjusted SOFR plus 2.20%, (b) in the case of each of the \$400M 5-Year Term Loan, the \$400M 5-Year Term Loan 2025, and the \$150M 7-Year Term Loan, from Adjusted SOFR plus 1.25% to Adjusted SOFR plus 2.15%. If the Operating Partnership obtains an investment grade rating of its senior unsecured long term debt from Standard & Poor's Rating Services, Moody's Investors Service, Inc., or Fitch, Inc., the applicable SOFR margin and base rate margin will vary based on such rating and range (i) in the case of the Revolving Credit Facility, from Adjusted SOFR plus 0.825% to Adjusted SOFR plus 1.55%, (ii) in the case of each of the \$400M 5-Year Term Loan, the \$400M 5-Year Term Loan 2025, and the \$150M 7-Year Term Loan, from Adjusted SOFR plus 0.90% to Adjusted SOFR plus 1.75%. As of December 31, 2022, the remaining available undrawn capacity under the Revolving Credit Facility was \$202.9 million, \$159.1 million.

Sixth Amendment to As of December 31, 2023, the Second Amended and Restated Credit Agreement

Pursuant to the Sixth Amendment, the Company amended the Second Amended and Restated Credit Agreement by, among other things, amending the covenant regarding Tangible Net Worth Revolving Loan Maturity Date (as defined in the Second Amended and Restated Credit Agreement) such that was March 30, 2024. On February 12, 2024, the calculation thereof takes Company exercised an option to extend the Revolving Loan Maturity Date, which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

AIG Debt Amendment

The Company's subsidiaries previously entered into account certain distributions and/or dividends (defined as "Restricted Payments") two non-recourse portfolio mortgage loans (the "AIG Loans") that are otherwise permitted by Second Amended and Restated Credit Agreement.

Midland Mortgage Loan and BOA Loan

As a result with affiliates of AIG Insurance ("AIG"). All of the sale mortgaged properties under the AIG Loans constitute Other segment properties of the Office Portfolio, Company. On December 22, 2023, the Company repaid approximately \$95.7 million and \$388.5 million AIG entered into an agreement that is intended to facilitate the disposition of the Midland Mortgage Loan mortgaged properties under the AIG Loans, without regard to the original release prices, and BOA Loan, respectively, which included a prepayment premium support the repayment of approximately \$0.9 million for both AIG Loans. The agreement did not result in any changes to the Midland Mortgage Loan and \$12.3 million for the BOA Loan. See Note 3, *Real Estate*, for details of the sale of the Office Portfolio.loan amounts, interest rate or term.

Debt Covenant Compliance

Pursuant to the terms of the Company's mortgage loans and the KeyBank Loans, the Operating Partnership, in consolidation with the Company, is subject to certain loan compliance covenants. The Company was in compliance with all of its debt covenants as of December 31, 2022 December 31, 2023.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

The following summarizes the future scheduled principal repayments of all loans as of December 31, 2022 December 31, 2023 per the loan terms discussed above:

		As of December 31, 2022
2023		\$ 43,101
As of December 31, 2023		
		As of December 31, 2023
2024	2024	433,929
2025	2025	519,901
2026	2026	152,546
2027	2027	2,675
2028		
Thereafter	Thereafter	337,651
Total principal	Total principal	1,489,803

Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.82%				
					3,444	(5,909)	100,000	100,000
Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.83%				
					3,441	(5,899)	100,000	100,000
Interest Rate Swap	Interest Rate Swap	7/1/2020	7/1/2025	2.84%				
					3,408	(5,958)	100,000	100,000
Interest Rate Swap								
Interest Rate Swap								
Interest Rate Swap								
Total	Total				\$41,404	\$(21,652)	\$750,000	\$750,000

(1) The Company records all derivative instruments on a gross basis in the consolidated balance sheets, and accordingly there are no offsetting amounts that net assets against liabilities. As of **December 31, 2022** **December 31, 2023**, derivatives in a liability position are included in an asset or liability position are included in the line item **"Other"** **"Other"** assets or Interest rate swap liability, **"** respectively, in the consolidated balance sheets at fair value. The **LIBO** **SOFR** rate as of **December 31, 2022** **December 31, 2023** (effective date) was **4.12%** **5.46%**.

The following table sets forth the impact of the **interest rate swaps** **Interest Rate Swaps** on the consolidated statements of operations for the periods presented:

	Year Ended December 31,		
	2022	2021	2020
Interest Rate Swap in Cash Flow Hedging Relationship:			
	Year Ended December 31,		Year Ended December 31,
	2023	2023	2022
Interest Rate Swaps in Cash Flow Hedging Relationship:			
Amount of (loss) gain recognized in AOCI on derivatives			
Amount of (loss) gain recognized in AOCI on derivatives			
Amount of (loss) gain recognized in AOCI on derivatives	Amount of (loss) gain recognized in AOCI on derivatives	\$61,126	\$(18,165)
Amount of (gain) loss reclassified from AOCI into earnings under "Interest expense"	Amount of (gain) loss reclassified from AOCI into earnings under "Interest expense"	\$ (2,056)	\$(14,284)
		\$	8,165

Total interest expense presented in the consolidated statement of operations in which the effects of cash flow hedges are recorded	Total interest expense presented in the consolidated statement of operations in which the effects of cash flow hedges are recorded	\$84,816	\$ 85,087	\$ 79,646

During the twelve months subsequent to **December 31, 2022** **December 31, 2023**, the Company estimates that an additional **\$21.5 million** **\$26.9 million** of its **expense** **income** will be recognized from AOCI into earnings.

Certain agreements with the derivative counterparties contain **As of December 31, 2023 and 2022, there were no Interest Rate Swaps in a provision that if liability position. As of December 31, 2023 and December 31, 2022, the Company defaults on had not posted any of its indebtedness, including a default where repayment of the indebtedness has not been accelerated by the lender within a specified time period, then the Company could also be declared in default on its derivative obligations, collateral related to these agreements.**

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, **2022 2023**
(Dollars in thousands unless otherwise noted and excluding per share amounts)

As of December 31, 2022 and 2021, the fair value of interest rate swaps that were in a liability position, which excludes any adjustment for nonperformance risk related to these agreements, was approximately \$0.0 million and \$25.1 million, respectively. As of December 31, 2022 and December 31, 2021, the Company had not posted any collateral related to these agreements.

7. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consisted of the following as of **December 31, 2022** **December 31, 2023** and **2021, 2022:**

		December 31,			
		2022	2021		
		December 31,		December 31,	
		2023		2023	2022
Interest payable	Interest payable	\$13,654	\$ 9,683		
Prepaid tenant rent	Prepaid tenant rent	12,399	26,477		
Deferred compensation	Deferred compensation	8,913	10,119		
Property operating expense payable	Property operating expense payable	7,960	11,126		
Real estate taxes payable	Real estate taxes payable	6,296	14,751		
Redemptions payable	Redemptions payable	4,383	—		
Accrued construction in progress					
Accrued tenant improvements	Accrued tenant improvements	620	10,123		
Other liabilities	Other liabilities	25,950	26,842		

Total	Total	\$80,175	\$109,121

8. Fair Value Measurements

The Company is required to disclose fair value information about all financial instruments, for which it is practicable to estimate fair value, whether or not recognized in the consolidated balance sheets, for which it is practicable to estimate fair value, sheets. The Company measures and discloses the estimated fair value of financial assets and liabilities utilizing a fair value hierarchy that distinguishes between data obtained from sources independent of the reporting entity and the reporting entity's own assumptions about market participant assumptions. This hierarchy consists of three broad levels, as follows: (i) quoted prices in active markets for identical assets or liabilities, (ii) "significant" "significant" other observable inputs, " " and (iii) "significant" "significant" unobservable inputs. " " "Significant" "Significant" other observable inputs" inputs" can include quoted prices for similar assets or liabilities in active markets, as well as inputs that are observable for the asset or liability, such as interest rates, foreign exchange rates, and yield curves that are observable at commonly quoted intervals. "Significant" "Significant" unobservable inputs" inputs" are typically based on an entity's own assumptions, since there is little, if any, related market activity. In instances in which the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level of input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability. There were no transfers between the levels in the fair value hierarchy during the years ended December 31, 2022 December 31, 2023 and 2021, 2022.

Recurring Measurements

The following table sets forth the assets and liabilities that the Company measures at fair value on a recurring basis by level within the fair value hierarchy as of December 31, 2022 December 31, 2023 and 2021, 2022:

Assets/(Liabilities)	Assets/(Liabilities)	Total Fair Value	Quoted Prices in Active Markets for Identical Assets	Significant Other Observable Inputs	Significant Unobservable Inputs	Assets/(Liabilities)	Total Fair Value	Quoted Prices in Active Markets for Identical Assets and Liabilities	Significant Other Observable Inputs	Significant Unobservable Inputs
December 31, 2022										
December 31, 2023										
Interest Rate Swap Asset										
Interest Rate Swap Asset										
Interest Rate Swap Asset	Interest Rate Swap Asset	\$ 41,404	\$ —	\$ 41,404	\$ —					
Mutual Funds Asset	Mutual Funds Asset	\$ 6,191	\$ 6,191	\$ —	\$ —					
December 31, 2021										
December 31, 2022										
December 31, 2022										
December 31, 2022										
Interest Rate Swap Asset	Interest Rate Swap Asset	\$ 3,456	\$ —	\$ 3,456	\$ —					
Interest Rate Swap Liability		\$(25,108)	\$ —	\$(25,108)	\$ —					
Interest Rate Swap Asset										
Interest Rate Swap Asset										
Mutual Funds Asset	Mutual Funds Asset	\$ 5,543	\$ 5,543	\$ —	\$ —					

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Nonrecurring Measurement - Real Estate Impairment

For the year ended December 31, 2022 December 31, 2023, in connection with the preparation and review of the Company's financial statements, the Company determined that eleven recorded a real estate impairment provision of approximately \$409.5 million on seventeen properties, consisting of nine Office segment properties for \$208.3 million and eight Other segment properties for \$201.2 million, located in the Southwest, Northeast, Midwest, West, and Southeast regions of the Company's properties were impaired based on

shortened expected United States. The impairment resulted from changes in the second quarter related to anticipated hold periods, and expected selling prices. The Company considered prices, and potential vacancies that impacted the recoverability of these inputs as Level 3 measurements within the fair value hierarchy. assets.

The following table is a summary of the quantitative information related to the non-recurring fair value measurement information for thirteen properties using the impairment discounted cash flow approach, which the Company considered as Level 3 measurements within the fair value hierarchy:

Unobservable Inputs	Range of Inputs or Input			
	Southwest	Northeast	West	Southeast
Market rent per square foot	\$16.00 - \$27.00	\$15.00 - \$30.00	\$21.00	\$14.00
Discount rate	8.50% - 15.00%	8.00% - 15.00%	9.00%	15.00%
Terminal capitalization rate	8.00% - 10.50%	6.50% - 9.00%	8.50%	9.00%

The following table is a summary of the Company's real estate quantitative fair value information for four properties for using estimated selling prices based on quoted market values and comparable property sales, which the year ended December 31, 2022: Company considered as Level 3 measurements within the fair value hierarchy:

	Range of Inputs or Input				
Unobservable Inputs	Midwest Properties		Southwest Properties		
Market rent per square foot	\$8.50 to \$12.75		\$18.00- \$23.00		
			7.23%		
	Range of Inputs				
	Unobservable Inputs				
	Southwest	Northeast	West	Midwest	
Estimated selling price (per square foot)					
Terminal capitalization rate	\$235.00	\$227.00	\$30.00	\$158.00	
	Anticipated hold period		One year	One year	One year
	Nonrecurring Measurement - 7.75%				
	9.50% to 11.25%				
Discount rate	10.25% to 14.00%		8.60% - 8.81%		

Unobservable Inputs	Range of Inputs or Input			
	Southern Property	Northeast Properties	Southwest Properties	West Properties
Expected selling price per square foot	\$295.96	\$187 - \$234	\$268	\$65 - \$80
Estimated hold period	Less than one year	Less than one year	Less than one year	Less than one year

Goodwill Impairment

As a result of the updated composition qualitative and quantitative assessment as of reporting units to align with the new segments, October 1, 2023, the Company concluded that it was more likely than not that the fair value of the Office Other reporting unit was less than the carrying amount, especially given the general amount. The impairment resulted from a decline in overall demand for office assets, fair value of the underlying properties within the Other reporting unit, particularly as we continue to execute on our strategic disposition plan under current market conditions. Thus, the Company recorded a \$135.3 million \$16.0 million impairment of goodwill impairment, allocated to its Other reporting unit.

The Company estimated the fair value of real estate assets within the goodwill impairment calculation using a discounted cash flow model, including forecasted future cash flows based on significant assumptions such as market rent, and the determination of appropriate discount and terminal capitalization rates. The Company considered these inputs as Level 3 measurements within the fair value hierarchy. The following table is a summary of the quantitative information related to the non-recurring fair value measurement information for fifteen properties in the impairment Other reporting unit as of the Company's goodwill valuation date using the discounted cash flow approach, which the Company considered as it relates to the assets Level 3 measurements within the Office reporting unit for the year ended December 31, 2022: fair value hierarchy:

Unobservable Inputs	Range of Inputs or Input			Reporting Unit:
	Industrial		Office	
Market rent per square foot	\$3.25- \$27.00		\$11.50 - \$42.00	\$4.00 5.00 - \$27.50
Discount rate	7.25% - 15.00%			
Terminal capitalization rate	4.75% - 8.25%		5.75% 6.25% - 9.50%	

December 31, 2023
(Dollars in thousands unless otherwise noted and excluding per share amounts)

The following table is a summary of the quantitative fair value information for three properties in the Other reporting unit as of the valuation date using estimated selling prices based on quoted market values and comparable property sales, which the Company considered as Level 3 measurements within the fair value hierarchy:

Discount rate Unobservable Inputs	Range of Inputs			
	Reporting Unit: Other			
	5.75%	\$38.92 - 9.00%	6.25%- 10.50%	6.50%- 9.50% \$74.07
Estimated selling price (per square foot)				

The Company also estimated the fair value of the mortgage loans within the goodwill impairment calculation analysis as described in the *Financial Instruments Disclosed at Fair Value* section below, which values approximated the fair values used in the goodwill impairment analysis. As part of the nonrecurring fair value measurement of mortgage loans within the goodwill impairment analysis, the Company determined that current borrowing rates available to the Company for debt instruments with similar terms and maturities ranged from 3.75% to 8.20%. The Company considered these inputs as Level 2 measurements within the fair value hierarchy. Refer to the table below for further details around the fair value of the mortgage loans. For the remaining assets and liabilities included within the goodwill impairment calculation, the Company determined that amounts within the consolidated financial statements approximated fair value.

Nonrecurring Measurement - Investment in Unconsolidated Entity Impairment

During the year ended December 31, 2023, the Company recorded an OTTI of approximately \$129.3 million for its investment in the Office Joint Venture, which represents a complete write-off of the Company's remaining investment balance. The impairment resulted from a decline in the fair value of the investment primarily due to increased future loan extension risk impacting the Company's expectations on the recoverability of the investment. In determining the fair value of the investment in the Office Joint Venture, the Company considered Level 3 inputs based on leasing risks relating to the underlying properties.

Financial Instruments Disclosed at Fair Value

Financial instruments as of December 31, 2022 December 31, 2023 and December 31, 2021 December 31, 2022 consisted of cash and cash equivalents, restricted cash, accounts receivable, accrued expenses and other liabilities, and mortgage payable and other borrowings, as defined in Note 5, *Debt*. With the exception of the seven mortgage loans in the table below, the amounts of the financial instruments presented in the consolidated financial statements substantially approximate their fair value as of December 31, 2022 December 31, 2023 and 2021, 2022.

The fair

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022
(Dollars in thousands unless otherwise noted and excluding per share amounts)

value of the nine seven mortgage loans in the table below is estimated by discounting each loan's principal balance over the remaining term of the mortgage using current borrowing rates available to the Company for debt instruments with similar terms and maturities. The Company determined that the mortgage debt valuation in its entirety is classified in Level 2 of the fair value hierarchy, as the fair value is based on current pricing for debt with similar terms as the in-place debt.

	December 31,			
	2022		2021	
	Fair Value	Carrying Value ⁽¹⁾	Fair Value	Carrying Value ⁽¹⁾
BOA Loan	\$ —	\$ —	\$ 349,082	\$ 375,000
BOA/KeyBank Loan	226,361	250,000	260,378	250,000
AIG Loan II	111,872	122,328	120,141	124,606
AIG Loan	89,526	99,794	99,697	101,884
Midland Mortgage Loan	—	—	95,720	95,792
Samsonite Loan	17,998	17,998	19,366	19,114
HealthSpring Mortgage Loan	19,107	19,107	19,639	19,669
Pepsi Bottling Ventures Loan	17,014	17,836	18,262	18,218
Highway 94 Loan	11,941	12,740	13,360	13,732
Total	\$ 493,819	\$ 539,803	\$ 995,645	\$ 1,018,015

	December 31,			
	2023		2022	
	Fair Value	Carrying Value ⁽¹⁾	Fair Value	Carrying Value ⁽¹⁾
BOA II Loan	\$ 220,730	\$ 250,000	\$ 226,361	\$ 250,000
AIG Loan II	115,340	119,953	111,872	122,328
AIG Loan	92,444	92,444	89,526	99,794
Samsonite Mortgage Loan	—	—	17,998	17,998
HealthSpring Mortgage Loan	—	—	19,107	19,107
Pepsi Bottling Ventures Mortgage Loan	17,439	17,439	17,014	17,836
Highway 94 Mortgage Loan	11,709	11,709	11,941	12,740
Total	\$ 457,662	\$ 491,545	\$ 493,819	\$ 539,803

(1) The carrying values do not include the debt premium/(discount) or deferred financing costs as of December 31, 2022, December 31, 2023 and 2021, 2022. See Note 5, *Debt*, for details.

9. Equity

Classes

Class T shares, Class S shares, Class D shares, Class I shares, Class A shares, Class AA shares, Class AAA and Class E shares vote together as a single class, and each share is entitled to one vote on each matter submitted to a vote at a meeting of the Company's shareholders; provided that with respect to any matter that would only have a material adverse effect on the rights of a particular class of common shares, only the holders of such affected class are entitled to vote.

The following table sets forth the classes of outstanding common shares as of December 31, 2022 and 2021:

	As of December 31,	
	2022	2021
Class A	2,714,120	2,723,286
Class AA	5,272,834	5,288,013
Class AAA	102,993	102,993
Class D	4,668	4,668
Class E	27,630,545	27,676,520
Class I	212,414	212,416
Class S	200	200
Class T	62,124	62,807

Common Equity

As of December 31, 2022, the Company had received aggregate gross offering proceeds of approximately \$2.8 billion from the sale of shares in the private offering, the public offerings, the DRP offerings and mergers (includes our Predecessor offerings and our Predecessor's merger with Signature Office REIT, Inc., the Predecessor Mergers and the CCIT II Merger), as discussed in Note 1, *Organization*. As part of the \$2.8 billion from the sale of shares, the Company issued approximately 4,863,623 common shares upon the consummation of the merger of Signature Office REIT, Inc. in June 2015 and 19,442,394 Class E shares (in exchange for all outstanding shares of our Predecessor's common stock at the time of the Predecessor

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Mergers 9. Equity

Common Equity

On April 13, 2023, the Company listed its common shares on the New York Stock Exchange (the "Listing"). On March 10, 2023, the Company completed a one-for-nine reverse share split with respect to each class of its common shares, converting every nine shares of the Company's issued and outstanding shares of each class into one share of such class (the "Reverse Share Split"). On April 13, 2023, the Company's common shares, other than Class E, were converted into Class E common shares and all Class E common shares became listed on the New York Stock Exchange as "common shares". As of December 31, 2023, there were 36,304,145 common shares outstanding.

Prior to the Listing, the Company had received aggregate gross offering proceeds of approximately \$2.8 billion from the sale of shares in April 2019 private offerings, public offerings, the DRP (defined below) offerings and mergers (includes offerings by our predecessor, Griffin Capital Essential Asset REIT, Inc. (our "Predecessor"), our Predecessor's merger with Signature Office REIT, Inc., and our Predecessor's merger with certain other related entities (the "Predecessor Mergers") and the acquisition of Cole Office & Industrial REIT ("CCIT II") in a stock-for-stock transaction (the "CCIT II Merger"). As part of the \$2.8 billion from the sale of shares, the Company issued (i) 4,863,623 Class E shares in June 2015 upon the consummation of the merger with Signature Office REIT, Inc., (ii) 19,442,394 Class E shares in April 2019 upon consummation of the Predecessor Mergers in exchange for all outstanding shares of our Predecessor's common stock at the time of the Predecessor Mergers, and (iii) 10,384,185 Class E shares (in exchange for all the outstanding shares of CCIT II's common stock at the time of the CCIT II Merger). As of December 31, 2022, there were 35,999,898 shares outstanding, including shares issued Merger.

ATM Program

In August 2023, the Company entered into an at-the-market equity offering (the "ATM") pursuant to which the DRP, less Company may sell common shares redeemed pursuant up to an aggregate purchase price of \$200.0 million. The Company may sell such shares in amounts and at times to be determined by the SRP Company from time to time, but the Company has no obligation to sell any of such shares. Actual sales, if any, will depend on a variety of factors to be determined by us from time to time, including, among other things, market conditions, the trading price of the Company's common shares, and the self-tender offer, which occurred in May 2019. Company's determinations of its capital needs and the appropriate sources of funding.

During the year ended December 31, 2023, the Company did not sell shares under the ATM program.

Distribution Reinvestment Plan (DRP)

The Prior to the Listing, the Company has had adopted the DRP, a distribution reinvestment plan (the "DRP"), which allows allowed shareholders to have dividends and other distributions otherwise distributable to them invested in additional common shares. No sales commissions or dealer manager fees will be were paid on shares sold through the DRP, but the DRP shares will be were charged the applicable distribution fee payable with respect to all shares of the applicable class. The purchase price per share under the DRP is was equal to the net asset value ("NAV") ("NAV") per share applicable to the class of shares purchased, calculated using the most recently published NAV available at the time of reinvestment. The Company may amend or terminate the DRP for any reason at any time upon 10 days' prior written notice to shareholders, which may be provided through the Company's filings with the SEC.

On July 17, 2020 May 22, 2023, the Company filed a post-effective amendment to the registration statement on Form S-3 for the registration Company's DRP to deregister all of up to \$100 million in the common shares registered for sales that were not sold pursuant to the Company's DRP (the "DRP Offering"). The DRP Offering may be terminated at any time upon 10 days' prior written notice to shareholders.

On October 1, 2021, the Board approved a suspension of the DRP, effective October 11, 2021.

The following table summarizes the DRP offerings, by share class, as of December 31, 2022:

Share Class	Amount	Shares
Class A	\$ 9,687	116,908
Class AA	19,047	229,819
Class AAA	290	3,502
Class D	21	248
Class E	311,405	3,588,818
Class I	437	5,225
Class S	—	1
Class T	177	2,121
Total	\$ 341,064	3,946,642

such registration statement.

As of December 31, 2022 December 31, 2023 and 2021, 2022, the Company had issued approximately \$341.1 million \$341.1 million in shares pursuant to the DRP offerings, respectively, offerings.

Share Redemption Program (SRP)

Prior to its suspension in February 2023 in anticipation of the proposed listing of the Company's common shares on the New York Stock Exchange (the "Listing"), Listing, the Company had adopted the SRP a share redemption program (the "SRP") that enables enabled shareholders to sell their shares to the Company in limited circumstances. The SRP was suspended on October 1, 2021 but resumed on a limited basis on August 5, 2022 (i.e., limited to redemptions in connection with a holder's death, disability, or incompetence) on August 5, 2022 with the cap on quarterly redemptions tied to a dollar amount set by the Board and disclosed by the Company. Quarterly redemptions were capped at \$5 million (or some other quarterly or annual amount determined by \$5.0 million. In addition, pursuant to the Board and announced at least 10 business days before terms of the applicable redemption date). In addition, SRP during any calendar year, with

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

respect to each share class, the Company was permitted to redeem no more than 5% of the weighted-average number of shares of such class outstanding during the prior calendar year.

Under the SRP, when the SRP is not suspended, the Company will would redeem shares as of the last business day of each quarter. The redemption quarter at a price is equal to the most recently published NAV per share for the applicable class prior to quarter end. During the year ended December 31, 2023, the Company redeemed 941 shares. The SRP was suspended again on March 7, 2023 and terminated in connection with the Listing.

The following table summarizes share redemption activity under the SRP during the years ended December 31, 2023 and 2022:

	Year Ended December 31,	
	2023	2022
Common shares redeemed	941	149,730
Weighted average price per share	\$ 66.87	\$ 66.79

(1) Does not include shares withheld (i.e., forfeited) by employees to satisfy minimum statutory tax withholding requirements associated with the vesting of RSUs.

Since July 31, 2014 and through December 31, 2023, the Company had redeemed 3,295,618 shares (excluding the Self-Tender Offer) of common shares for approximately \$275.5 million at a weighted average price per share of \$83.60 pursuant to the SRP.

Perpetual Convertible Preferred Shares

Prior to the Listing, the Company redeemed all 5,000,000 shares of Series A Cumulative Perpetual Convertible Preferred Shares (the "Series A Preferred Shares") held by SHBNPP Global Professional Investment Type Private Real Estate Trust No. 13(H) (the "Preferred Holder") in exchange for a redemption payment of \$125.0 million, plus accumulated and unpaid distributions of \$2.4 million (the "Preferred Redemption").

The Preferred Holder initially purchased the 5,000,000 Series A Preferred Shares at a price of \$25.00 per share pursuant to that certain purchase agreement (the "Purchase Agreement") that our Predecessor entered into August 8, 2018 with the Preferred Holder (acting through Kookmin Bank as trustee) and Shinhan BNP Paribas Asset Management Corporation, as an asset manager of the Preferred Holder.

On April 10, 2023, the Company entered into a Redemption Agreement (the "Redemption Agreement") with the Preferred Holder and Shinhan Asset Management Co., Ltd.

Pursuant to the Redemption Agreement, the Company effectuated the Preferred Redemption in accordance with the Articles Supplementary filed by the Company on April 30, 2019 (the "Articles Supplementary"). The Preferred Holder agreed to waive the Redemption Fee (as defined in the Articles Supplementary) in the amount of \$1.9 million and any other payments in connection with the Series A Preferred Shares. The Redemption Agreement also terminated the Purchase Agreement and provided that any rights and privileges afforded to the Preferred Holder under the Purchase Agreement were terminated and canceled and of no further force or effect, and no party to the Purchase Agreement has any further obligations thereunder.

Additionally, the Company had \$5.0 million of capitalized offering costs related to the initial issuance of the preferred shares, which were previously recorded to equity and were written off during the year as a non-cash expense to preferred units redemption charge on the statement of operations.

During the year ended December 31, 2023, the Company paid dividends in quarterly arrears at a rate of \$2.4 million. As of December 31, 2023, no further distributions to the holders of the Series A Preferred Shares were due in light of the Preferred Redemption.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

end. Redemption requests must be received by 3:00 p.m. (Central time) one business day before on the last business day of the applicable quarter. Redemption requests exceeding the quarterly cap are filled on a pro rata basis, except that if pro rata redemption would result in a shareholder owning less than the minimum balance of \$2,500 of the Company's common shares, then the Company would redeem all of such shareholder's shares to the extent that there are funds available. All unsatisfied redemption requests were treated as a request for redemption at the redemption date unless withdrawn by the shareholder.

The following table summarizes share redemption (excluding the self-tender offer) activity during the years ended December 31, 2022 and 2021:

	Year Ended December 31,	
	2022	2021
Common shares redeemed	149,730	248,053
Weighted average price per share	\$ 66.79	\$ 81.29

During the year ended December 31, 2022, the Company received redemption requests of common shares for approximately \$15.9 million, which exceeded the limitation of approximately \$10.0 million.

Since July 31, 2014 and through December 31, 2022, the Company had redeemed 3,294,722 shares (excluding the self-tender offer) of common shares for approximately \$275.5 million at a weighted average price per share of \$83.61 pursuant to the SRP.

Series A Preferred Shares

On August 8, 2018, our Predecessor entered into a purchase agreement (the "Purchase Agreement") with SHBNPP Global Professional Investment Type Private Real Estate Trust No. 13(H) (acting through Kookmin Bank as trustee) (the "Purchaser") and Shinhan BNP Paribas Asset Management Corporation, as an asset manager of the Purchaser, pursuant to which the Purchaser agreed to purchase an aggregate of 10,000,000 shares of Series A Cumulative Perpetual Convertible Preferred Shares at a price of \$25.00 per share (the "Series A Preferred Shares") in two tranches, each comprising 5,000,000 Series A Preferred Shares. On August 8, 2018 (the "First Issuance Date"), our Predecessor issued 5,000,000 Series A Preferred Shares to the Purchaser for a total purchase price of \$125.0 million (the "First Issuance"). Our Predecessor paid transaction fees totaling 3.5% of the First Issuance purchase price and incurred approximately \$0.4 million in transaction-related expenses to unaffiliated third parties. Our Predecessor's former external advisor incurred transaction-related expenses of approximately \$0.2 million, which was reimbursed by our Predecessor.

Upon consummation of the Predecessor Mergers, the Company issued 5,000,000 Series A Preferred Shares to the Purchaser. Pursuant to the Purchase Agreement, the Purchaser has agreed to purchase an additional 5,000,000 Series A Preferred Shares (the "Second Issuance") at a later date (the "Second Issuance Date") for an additional purchase price of \$125.0 million subject to approval by the Purchaser's internal investment committee and the satisfaction of certain other conditions set forth in the Purchase Agreement. Pursuant to the Purchase Agreement, the Purchaser is generally restricted from transferring the Series A Preferred Shares or the economic interest in the Series A Preferred Shares for a period of five years from the applicable closing date.

The issuance of the Company's Series A Preferred Shares was not registered under the Securities Act and are not listed on a national securities exchange. The articles supplementary filed by the Company related to the Series A Preferred Shares set forth the key terms of such shares as follows:

Distributions

Subject to the terms of the applicable articles supplementary, the holders of the Series A Preferred Shares are entitled to receive distributions quarterly in arrears at a rate equal to one-fourth (1/4) of the applicable varying rate, as follows:

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

- i. 6.55% from and after the First Issuance Date, or if the Second Issuance occurs, 6.55% from and after the Second Issuance Date until the five year anniversary of the First Issuance Date, or if the Second Issuance occurs, the five year anniversary of the Second Issuance Date (the "Reset Date"), subject to paragraphs (iii) and (iv) below;
- ii. 6.75% from and after the Reset Date, subject to paragraphs (iii) and (iv) below;
- iii. if a listing of the Company's Common Shares or the Series A Preferred Shares on a national securities exchange registered under Section 6(a) of the Exchange Act, does not occur by August 1, 2020 (the "First Triggering Event"), 7.55% from and after August 2, 2020 and 7.75% from and after the Reset Date, subject to (iv) below and certain conditions as set forth in the articles supplementary; or
- iv. if such a listing does not occur by August 1, 2021, 8.05% from and after August 2, 2021 until the Reset Date, and 8.25% from and after the Reset Date.

Liquidation Preference

Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of the Series A Preferred Shares will be entitled to be paid out of the Company's assets legally available for distribution to the shareholders, after payment of or provision for the Company's debts and other liabilities, liquidating distributions, in cash or property at its fair market value as determined by the Company's Board, in the amount, for each outstanding Series A Preferred Share equal to \$25.00 per Series A Preferred Share (the "Liquidation Preference"), plus an amount equal to any accumulated and unpaid distributions to the date of payment, before any distribution or payment is made to holders of common shares or any other class or series of equity securities ranking junior to the Series A Preferred Shares but subject to the preferential rights of holders of any class or series of equity securities ranking senior to the Series A Preferred Shares. After payment of the full amount of the Liquidation Preference to which they are entitled, plus an amount equal to any accumulated and unpaid distributions to the date of payment, the holders of Series A Preferred Shares will have no right or claim to any of the Company's remaining assets.

Company Redemption Rights

The Series A Preferred Shares may be redeemed by the Company, in whole or in part, at the Company's option, at a per share redemption price in cash equal to \$25.00 per Series A Preferred Share (the "Redemption Price"), plus any accumulated and unpaid distributions on the Series A Preferred Shares up to the redemption date, plus, a redemption fee of 1.5% of the Redemption Price in the case of a redemption that occurs on or after the date of the First Triggering Event, but before the date that is five years from the First Issuance Date.

Holder Redemption Rights

In the event the Company fails to effect a listing of the Company's common shares or Series A Preferred Shares by August 1, 2023, the holder of any Series A Preferred Shares has the option to request a redemption of such shares on or on any date following August 1, 2023, at the Redemption Price, plus any accumulated and unpaid distributions up to the redemption date (the "Redemption Right"); provided, however, that no holder of the Series A Preferred Shares shall have a Redemption Right if such a listing occurs prior to or on August 1, 2023.

Conversion Rights

Subject to the Company's redemption rights and certain conditions set forth in the articles supplementary, a holder of the Series A Preferred Shares, at his or her option, will have the right to convert such holder's Series A Preferred Shares into the Company's common shares any time after the earlier of (i) five years from the First Issuance Date, or if the

Second Issuance occurs, five years from the Second Issuance Date or (ii) a Change of Control (as defined in the articles supplementary) at a per share conversion rate equal to the Liquidation Preference divided by the then Common Share Fair Market Value (as defined in the articles supplementary).

Issuance of Restricted Share Units to Executive Officers, Employees and Board of Trustees

Restricted share units ("RSUs") On April 5, 2023, the Compensation Committee of the Board approved the Peakstone Realty Trust Second Amended and Restated Employee and Long-Term Incentive Plan (the "Plan") are granted pursuant to which amended and restated the Company's Amended and Restated Employee and Trustee Long-Term Incentive Plan (the "Plan" "Prior Plan"). to (1) change the name of the Prior Plan in connection with the Company's name change, (2) expressly provide for the grants of profits interests (or "LTIP Units") in the Operating Partnership and (3) make conforming entity name changes throughout. Otherwise, the Plan contains the same material terms as the Prior Plan. The Plan provides for the grant of share-based awards to the Company's trustees, full-time employees and certain consultants that provide services to the Company or affiliated entities. Awards granted under the Plan

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022
(Dollars in thousands unless otherwise noted and excluding per share amounts)

may consist of stock options, restricted shares, share appreciation rights, distribution equivalent rights, LTIP Units, and other equity-based awards.

The share-based payments awards are measured at fair value at issuance and recognized as compensation expense over the vesting period. The maximum number of shares authorized under the plan Plan is 777,778 shares. As of December 31, 2022 December 31, 2023, approximately 357,806 167,185 shares were available for future issuance under the Plan.

As of December 31, 2022 December 31, 2023, there was \$10.8 million \$8.2 million of unrecognized compensation expense remaining, which vests between three monthsone and three two years.

Total compensation expense related to RSUs for the year ended December 31, 2022 December 31, 2023 and 2021 2022 was approximately \$9.6 million \$12.0 million and \$7.5 \$9.6 million, respectively.

The following table summarizes the activity of unvested shares of RSU awards for the period periods presented:

		Number of Unvested Shares of RSU Awards	Weighted- Average Grant Date Fair Value per Share
Balance at December			
31, 2020		104,871	
		Number of Unvested Shares of RSU Awards	Weighted-Average Grant Date Fair Value per Share
Balance			
at December			
31, 2021			
Granted	Granted	179,917	\$ 80.73
Forfeited		(24,707)	\$ 81.88
Vested		(90,235)	\$ 83.18
Balance at December			
31, 2021		169,846	
Granted			
Granted	Granted	116,749	\$ 66.87
Forfeited	Forfeited	(9,404)	\$ 80.38
Vested	Vested	(119,056)	\$ 77.68
Balance	Balance		
at December	at December		
31, 2022	31, 2022	158,135	
Granted			
Granted			
Granted			
Forfeited			

Vested ⁽¹⁾
Balance
at December
31, 2023

Distributions (1) Total shares vested include 114,420 common shares withheld (i.e., forfeited) by employees during the year ended December 31, 2023 to satisfy minimum statutory tax withholding requirements associated with the vesting of RSUs.

Dividends

Earnings and profits, which determine the taxability of distributions dividends paid to shareholders, may differ from income reported for financial reporting purposes due to the differences for federal income tax purposes in the treatment of loss on debt, revenue recognition and compensation expense and in the basis of depreciable assets and estimated useful lives used to compute depreciation expense.

The following unaudited table summarizes the federal income tax treatment for all distributions per share and dividends declared for the years ended December 31, 2022 December 31, 2023, 2021, 2022, and 2020 2021 reported for federal tax purposes and serves as a designation of capital gain distributions, if applicable, pursuant to Code Section 857(b)(3)(C) and Treasury Regulation §1.857-6(e).

	Year Ended December 31,					
	2022		2021		2020	
Ordinary income	\$	—	— %	\$	0.03	9 %
Capital gain		—	— %		—	— %
Return of capital		0.35	100 %		0.32	91 %
Total distributions paid	\$	0.35	100 %	\$	0.35	100 %

10.Noncontrolling Interests

Noncontrolling interests represent limited liability company interests in the Operating Company in which the Company was the managing member. General partnership units and limited partnership units of the Operating Partnership were issued as part of the initial capitalization of the Operating Partnership and GCEAR II Operating Partnership, in conjunction with members of management's contribution of certain assets, other contributions, and in connection with the Self-Administration Transaction as discussed in Note 1, Organization, which were then exchanged for units.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023
(Dollars in thousands unless otherwise noted and excluding per share amounts)

	Year Ended December 31,		
	2023	2022	2021
Ordinary income	— %	— %	9 %
Capital gain	— %	— %	— %
Return of capital	100 %	100 %	91 %
Total	100 %	100 %	100 %
Dividends declared	\$ 1.09	\$ 3.15	\$ 3.15

10.Noncontrolling Interests

Noncontrolling interests are limited partnership interests in the Operating Partnership owned by third parties.

As of December 31, 2022 December 31, 2023, noncontrolling interests were constituted approximately 9.0% 8.2% of total shares and 8.8% of weighted average shares outstanding (both measures assuming OP Units were converted to common shares). The Company has evaluated the terms of the limited liability company interests in the Operating Company, and as a result, has classified OP Units exchanged for limited partnership interests issued in the initial capitalization, in conjunction with the contributed assets and in connection with the Self-Administration Transaction, as noncontrolling interests, which are presented as a component of permanent equity, except as discussed below.

The Company evaluates individual noncontrolling interests for the ability to recognize the noncontrolling interest as permanent equity on the consolidated balance sheets at the time such interests are issued and on a continual basis. Any noncontrolling interest that fails to qualify as permanent equity has been reclassified as temporary equity and adjusted to the greater of (a) the carrying amount or (b) its redemption value as of the end of the period in which the determination is made.

As of **December 31, 2022** **December 31, 2023**, the **members limited partners** of the Operating **Company Partnership** owned approximately **\$31.8 million** **3.2 million** of OP Units, which were issued to **then** affiliated parties and unaffiliated third parties in exchange for the contribution of certain properties to the Company and in connection with the Self-Administration Transaction, and **other services** **In addition, 0.2 approximately 0.02** million OP Units were issued **to unaffiliated third parties** unrelated to property contributions. **To the extent the contributors should elect to redeem**

As of December 31, 2023, all **or a portion of their OP Units**, pursuant to the terms of the respective contribution agreement, such redemption shall be at a per unit value equivalent to the price at which the contributor acquired its OP Units in the respective transaction.

The members of the Operating Company (now **limited partners** in the Operating Partnership), other than those related to the Will Partners REIT, LLC ("Will Partners") property contribution, will have the right to cause the general partner of the Operating Partnership (see *Noncontrolling Interest Subject to Redemption* below) have an Exchange Right (as defined below), pursuant to which, if exercised, the Company, Operating Partnership would be required to redeem their OP Units for cash equal to the value of an equivalent number of common shares as calculated pursuant to the limited partnership agreement and applicable contribution agreement (the "Exchange Right"). If a limited partner of the Operating Partnership exercises an Exchange Right, the Company, as a general partner of the Operating Partnership, has the right, in its sole absolute discretion, elect to either (i) purchase the OP units for cash equal to the value of an equivalent number of common shares, as calculated pursuant to the limited partnership agreement and applicable contribution agreement or **at the Company's option**, (ii) purchase **their such limited partner's** OP Units by issuing **one share** common shares of the **Company's common shares** Company for the original redemption value of each OP Unit redeemed. The Company has Units redeemed pursuant to the control limited partnership agreement and ability applicable contribution agreement, subject to **settle such requests certain transfer and ownership limitations included in shares**. These rights may not be exercised under certain circumstances which could cause the Company to lose its REIT election. **Company's charter and the limited partnership agreement.**

The following summarizes the activity for noncontrolling interests recorded as equity for the years ended **December 31, 2022** **December 31, 2023** and **2021; 2022:**

		December 31,	
		2022	2021
		December 31,	
		2023	2022
Beginning balance	Beginning balance	\$ 218,653	\$ 226,550
Reclass of noncontrolling interest subject to redemption	Reclass of noncontrolling interest subject to redemption	957	(159)
Repurchase of noncontrolling interest		—	—
Issuance of stock dividend for noncontrolling interest		—	—
Reclass of noncontrolling interest subject to redemption			
Reclass of noncontrolling interest subject to redemption			
Exchange of noncontrolling interest			
Reclass of redeemable noncontrolling interest			
Distributions to noncontrolling interests	Distributions to noncontrolling interests	(10,942)	(10,942)
Allocated distributions to noncontrolling interests subject to redemption	Allocated distributions to noncontrolling interests subject to redemption	(17)	(18)
Net income (loss)		(39,714)	66
Net loss			
Other comprehensive loss	Other comprehensive loss	5,718	3,156

Ending	Ending		
balance	balance	\$174,655	\$218,653

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Noncontrolling interests subject to redemption

Prior to the Listing, OP Units issued pursuant to the Will Partners property contribution are Contribution were not included in permanent equity on the consolidated balance sheets. The members sheets, because the limited partners holding these units can OP Units could cause the general partner to redeem the units OP Units for the cash value, as defined in and the partnership agreement Company could not elect to purchase such limited partner's OP Units by issuing common shares of the Company for the OP Units redeemed. Accordingly, prior to Listing, the general partner of the Operating Partnership. As the general partner does Partnership did not control these redemptions, these units are OP Units were presented on the consolidated balance sheets as noncontrolling interest subject to redemption at their redeemable value. The value, and the net income (loss) and distributions attributed to these members limited partners are allocated proportionately between common shareholders and other noncontrolling interests that are not considered redeemable.

Effective as of the Listing, and subsequently as of December 31, 2023, all OP Units are subject to the same redemption process as all other OP Units (i.e., can be redeemed for cash or, the Company can elect to purchase these OP Units by issuing common shares) as described above. The Company intends to redeem all OP Units for common shares.

Redemption of OP units from Self-Administration Transaction

In connection with the Self-Administration Transaction, Griffin Capital, LLC ("GC LLC"), an entity controlled by our former Executive Chairman, Kevin A. Shields, and an affiliate of our Predecessor's sponsor, Griffin Capital Company, LLC "GCC LLC", received OP units (approximately 2.7 million taking into effect the 9 to 1 reverse split) as consideration in exchange for the sale to our Predecessor of the advisory, asset management and property management business of Griffin Capital Real Estate Company, LLC (n/k/a PKST Management Company, LLC) ("Management Company"). GC LLC assigned approximately 50% of the OP units received in connection with the Self-Administration Transaction to then participants in GC LLC's long-term incentive plan. Mr. Shields is the plan administrator of such long-term incentive plan.

As previously disclosed, certain of our current and former employees and executive officers, including Michael Escalante, our Chief Executive Officer, and Javier Bitar, our Chief Financial Officer and Treasurer, were employed by affiliates of GC LLC prior to the Self-Administration Transaction and are therefore participants in a long-term incentive plan of GC LLC that made grants to such participants in connection with services rendered prior to the Self-Administration Transaction. Participants in GC LLC's long-term incentive plan, including Messrs. Escalante and Bitar, are entitled to receive distributions from the long-term incentive plan in the form of either cash, common shares, or other property, or a combination thereof, as elected by the plan administrator.

The Listing required that certain awards under GC LLC's long-term incentive plan be settled during the fourth quarter 2023 and in four annual installments thereafter, unless waived or modified. As described above, in connection with the settlement of GC LLC's long-term incentive plan, the plan administrator may choose to distribute cash, common shares, or other property, or a combination thereof, as elected by the plan administrator.

On December 15, 2023, GC LLC elected to redeem 209,954 OP units pursuant to the terms of our Operating Partnership's operating agreement, and we satisfied such redemption request with our common shares. Following this redemption, GC LLC distributed such common shares to participants in GC LLC's long-term incentive plan, including 56,266 common shares to Mr. Escalante and his designee and 2,000 common shares to Mr. Bitar.

In connection with the aforesaid future installments, if GC LLC elects to redeem additional OP units, we intend to satisfy such redemption request with our common shares. Any future redemption of OP units and distribution of common shares would have no economically dilutive effect on our common shareholders.

If the plan administrator elects to redeem the OP units GC LLC received in connection with the Self-Administration Transaction pursuant to the terms of our Operating Partnership's operating agreement, we intend to satisfy such redemption request with our common shares.

11. Related Party Transactions

Summarized below are the related party transaction costs incurred by the Company for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020, 2021, respectively, and any related amounts receivable and payable as of December 31, 2022 December 31, 2023 and 2021: 2022:

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

				Receivable	
Incurred for the				as of	
Year Ended				December	
December 31,				31,	
2022	2021	2020	2022	2021	2021

Assets Assumed through the Self-Administration Transaction							
Other fees		\$ —	\$ —	\$243	\$ —	\$ —	
Incurred for the Year Ended							
December 31,		Incurred for the Year Ended December 31,				Receivable as of December 31,	
2023		2023	2022	2021		2023	2022
Due from GCC	Due from GCC						
Reimbursable Expense Allocation							
Reimbursable Expense Allocation							
Reimbursable Expense Allocation	Reimbursable Expense Allocation	—	20	15	—	11	
Payroll/Expense Allocation	Payroll/Expense Allocation	5	19	653	—	260	
Total	Total	\$ 5	\$ 39	\$911	\$ —	\$271	
incurred/receivable	incurred/receivable						
		Incurred for the Year Ended			Payable as of		
		December 31,			December 31,		
		2022	2021	2020	2022	2021	
Incurred for the Year Ended December 31,				Incurred for the Year Ended December 31,			Payable as of December 31,
2023				2023	2022	2021	2023 2022
Expensed	Expensed						
Costs advanced by the advisor							
Costs advanced by the advisor							
Costs advanced by the advisor	Costs advanced by the advisor	\$ 705	\$ 2,275	\$ 2,000	\$ 67	\$ 929	
Consulting fee - shared services	Consulting fee - shared services	1,351	2,520	2,500	522	461	
Assumed through Self-Administration Transaction/Predecessor Mergers	Assumed through Self-Administration Transaction/Predecessor Mergers						
Earn-out	Earn-out	—	—	—	130	197	
Shareholder Servicing Fee		—	—	—	—	92	
Earn-out							
Earn-out							
Other	Other						
Distributions	Distributions	8,688	8,688	10,537	739	739	
Distributions							
Distributions							
Total incurred/payable	Total incurred/payable	\$10,744	\$13,483	\$15,037	\$1,458	\$2,418	

Dealer Manager Agreement

Following the Listing, the Company is no longer required to pay any fees under the Dealer Manager Agreement (defined below).

The Prior to the Listing, the Company entered into a dealer manager agreement and associated form of participating dealer agreement (the "Dealer Manager Agreement") with the dealer manager for the Follow-On Offering. The terms of the Dealer Manager Agreement are substantially similar to the terms of the dealer manager agreement from the Company's initial public offering ("IPO"), except as it relates to the share classes offered and the fees to be received by the dealer manager. The Follow-On Offering terminated on September 20, 2020. See Note 9, *Equity*.

Subject to the Financial Industry Regulatory Authority, Inc.'s limitations on underwriting compensation, under the Dealer Manager Agreement the Company was required payment to make payments to the dealer manager of a distribution fee for ongoing services rendered to shareholders by participating broker-dealers or broker-dealers servicing investors' accounts, referred to as servicing broker-dealers. The fee accrued daily, is paid monthly in arrears, and is calculated based on the average daily NAV for the applicable month.

Conflicts of Interest

Affiliated Former Dealer Manager

Since Griffin Capital Securities, LLC, the Company's former dealer manager, is an affiliate of the Company's former sponsor, the Company did not have the benefit of an independent due diligence review and investigation of the type normally performed by an unaffiliated, independent underwriter in connection with the offering of securities. The Company's former dealer manager is also serving as the dealer manager for Griffin-American Healthcare REIT III, Inc., a publicly-registered, non-traded REIT, and American Healthcare REIT (formerly known as Griffin-American Healthcare REIT IV, Inc.), each of which are publicly-registered, non-traded REITs, a publicly traded REIT, as wholesale marketing agent for Griffin Institutional Access Real Estate Fund and Griffin Institutional Access Credit Fund both of which are non-diversified, closed-end management investment companies that are operated as interval funds under the 1940 Act, and as dealer manager or master placement agent for various private offerings.

Administrative Services Agreement

In The Company no longer has in place an administrative services agreement. Prior to Listing, and in connection with the Predecessor Mergers, Self-Administration Transaction, the Company, assumed, as the successor of our Operating Partnership, Predecessor, and Management Company, on the Operating Partnership, on the one hand, and GCC LLC and GC LLC, on the other hand, entered into that certain Administrative Services Agreement (the "Administrative Services Agreement"), pursuant to which Griffin Capital Company, LLC ("GCC") and Griffin Capital, LLC ("GC LLC") continue to provide certain operational and dated

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

December 14, 2018 (as amended, the "ASA"), pursuant to which GCC LLC and GC LLC provided certain operational and administrative services at cost to the Operating Partnership, Griffin Capital Essential Asset TRS, Inc. Company at cost. As of October 6, 2023, and Griffin Capital Real Estate the ASA is terminated. Under the ASA, the Company LLC ("GRECO"). Our Executive Chairman is also the Chief Executive Officer of and controls paid GCC which is the sole member of GC LLC. The Company pays GCC LLC a monthly amount based on the actual costs anticipated to be incurred by GCC LLC for the provision such of services until such items were terminated from the Company elects to provide such services for itself or through another provider. ASA. Such costs are were reconciled periodically and a full review of the costs will be is performed at least annually. In addition, the Company will directly pay paid or reimburse reimbursed GCC LLC for the actual cost of any reasonable third-party expenses incurred in connection with the provision of such services. On March 30, 2022 and June 30, 2022, we amended the Administrative Services Agreement to, among other things, reduce the scope of services provided, including removing the provision of office space and advisor services. Following such amendments, GCC and GC LLC are obligated to provide us with human resources support and general corporate support on an as-needed basis.

Office Sublease

On March 25, 2022, the Company executed a sublease agreement with GCC (the "Sublease" "El Segundo Sublease") for the building located at 1520 E. Grand Ave, El Segundo, CA (the "Building") which is the location of the Company's corporate headquarters, headquarters and where the Company conducts day-to-day business. The Building is part of a campus that contains other buildings and parking (the "Campus"). The El Segundo Sublease also entitles the Company to use certain common areas on the Campus.

Prior to the sublease agreement being signed, execution of the El Segundo Sublease, the Company paid GCC rent for the office space was paid to GCC Building as part of the Administrative Services Agreement. The Campus is owned by GCPI, LLC ("GCPI"), and the Building is master leased by GCPI to GCC. GCC is the sublessor under the El Segundo Sublease. The Company's Executive Chairman is the Chief Executive Officer of and controls GCC and is also affiliated with GCPI.

The El Segundo Sublease provides for initial monthly base rent of approximately \$0.05 million, subject to annual escalations of 3% as well as additional rent for certain operating expenses for the Building and portions of the Campus. The Company's Executive Chairman is the Chief Executive Officer of and controls GCC and is also affiliated with GCPI. The El Segundo Sublease expires on June 30, 2024.

Certain Conflict Resolution Procedures

Every transaction that As of December 31, 2023, the Company enters into with affiliates recorded a lease liability and a right-of-use asset for approximately \$0.3 million related to the El Segundo Sublease, which is subject to an inherent conflict included in Right of Interest. The Board may encounter conflicts of interest in enforcing the Company's rights against any affiliate in the event of a default by or disagreement with an affiliate or in invoking powers, rights or options pursuant to any agreement between the Company Use Assets and its affiliates. See the Company's Code of Ethics and Business Conduct available Lease Liability on the "Governance Documents" subpage of the "Investors" section of the Company's website at www.pkst.com for a detailed description of the Company's conflict resolution procedures. Company's consolidated balance sheet.

12. Leases

Lessor

The Company leases commercial industrial and industrial office space to tenants primarily under leases classified as non-cancelable operating leases that generally contain provisions for minimum base rents plus reimbursement for certain operating expenses. Total minimum lease payments are recognized in rental income on a straight-line basis over the term of the related lease and estimated reimbursements from tenants for real estate taxes, insurance, common area maintenance and other recoverable operating expenses are recognized in rental income in the period that the expenses are incurred.

The Company recognized \$343.3 million \$219.6 million, \$378.3 million \$343.3 million and \$314.1 million \$378.3 million of lease income related to operating lease payments for the year ended December 31, 2022 December 31, 2023, 2022 and 2021, and 2020, respectively.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

The Company's current third-party leases have expirations ranging from 2023 2024 to 2044. The following table sets forth the undiscounted cash flows for future minimum base rents to be received under operating leases as of December 31, 2022 December 31, 2023.

		As of December 31, 2022		
2023		\$ 230,669		
Minimum Base Rent			As of December 31, 2023	
			Minimum Base Rent	
2024	2024	222,596		
2025	2025	208,874		
2026	2026	204,931		
2027	2027	186,630		
2028				
Thereafter	Thereafter	821,712		
Total	Total	\$ 1,875,412		

The future minimum base rents in the table above excludes tenant reimbursements of operating expenses, amortization of adjustments for deferred rent receivables and the amortization of above/below-market lease intangibles.

Lessee

Certain of the Company's real estate are subject to ground leases. The Company's ground leases are classified as either operating leases or financing leases based on the characteristics of each lease.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

Lessee - Ground Leases

As of December 31, 2022 December 31, 2023, the Company had five is the tenant under (i) three ground leases lease classified as operating leases, and (ii) two ground leases classified as financing, financing leases. Each of the Company's these ground leases were acquired assigned to the Company as part of the its acquisition of real estate the applicable assets and no incremental costs were incurred for such ground leases. The Company's These ground leases are classified as non-cancelable, and contain no renewal options. The Company's Chicago

Lessee - Office Leases

As of December 31, 2023, the Company is the tenant under the following two office space leases, each of which is classified as a non-cancelable operating lease: (i) the El Segundo Sublease described in Note 11, Related Party Transactions, above, and (ii) a lease has a remaining lease term of approximately two years for its office space in Chicago, Illinois, which expires on June 29, 2025.

For ground leases and no option to renew.

The operating leases, the Company incurred operating lease costs of approximately \$4.1 million \$3.9 million for the years ended December 31, 2022 December 31, 2023 and \$3.7 million \$4.1 million for the year ended December 31, 2021 December 31, 2022 respectively, which are included in "Property "Property Operating Expense" Expense" in the accompanying consolidated statement of operations. Total cash paid for amounts included in the measurement of operating lease liabilities was \$2.1 million for the year ended December 31, 2022 December 31, 2023 and \$1.6 million for the year ended December 31, 2021 December 31, 2022, respectively.

The following table sets forth the weighted-average for the lease term and the discount rate as of December 31, 2022 December 31, 2023 and 2021: 2022:

		As of December 31,					
		As of December 31,				As of December 31, 2023	
		2023					
Lease	Lease						
Term and	Term and						
Discount	Discount						
Rate	Rate	2022	2021	Lease Term and Discount Rate		Operating	Financing

Weighted-average remaining lease term in years	Weighted-average remaining lease term in years	72	74	76.7	15.2
Weighted-average discount rate ⁽¹⁾	Weighted-average discount rate ⁽¹⁾	4.75 %	4.83 %	4.89%	%
Weighted-average remaining lease term in years					
Weighted-average discount rate ⁽¹⁾					

(1) Because the rate implicit in each of the Company's leases was not readily determinable, the Company used an incremental borrowing rate. In determining the Company's incremental borrowing rate for each lease, the Company considered recent rates on secured borrowings, observable risk-free interest rates and credit spreads correlating to the Company's creditworthiness, the impact of collateralization and the term of each of the Company's lease agreements.

Maturities of lease liabilities as of **December 31, 2022** **December 31, 2023** were as follows:

		As of December 31, 2022	
		Operating	Financing
2023		\$ 2,151	\$ 560
		As of December 31, 2023	
		Operating	Financing
2024	2024	1,906	360
2025	2025	1,567	365
2026	2026	1,501	375
2027	2027	1,524	381
2028			
Thereafter	Thereafter	250,233	3,498
Total undiscounted lease payments	Total undiscounted lease payments	258,882	5,539
Less imputed interest	Less imputed interest	(215,796)	(2,106)
Total lease liabilities	Total lease liabilities	\$ 43,086	\$ 3,433

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023
(Dollars in thousands unless otherwise noted and excluding per share amounts)

13. Commitments and Contingencies

Litigation

From time to time, the Company may become subject to legal and regulatory proceedings, claims and litigation arising in the ordinary course of business. The Company is not a party to, any material legal proceedings, nor is the Company aware of any material pending or threatened litigation that would have a legal proceedings nor is property of the Company subject to any material adverse effect on the Company's business, operating results, cash flows or financial condition should such litigation be resolved unfavorably. pending legal proceedings.

Capital Expenditures and Tenant Improvement Commitments

As of **December 31, 2022** **December 31, 2023**, the Company had an aggregate remaining contractual commitment for repositioning, capital expenditure projects, leasing commissions and tenant improvements of approximately **\$29.7 million** **\$15.7 million**.

14.14. Segment Reporting

In the fourth quarter of 2022, the Company evolved the management strategy of its real estate portfolio to focus on three different property types in order to maximize provide clarity to the value of and operations associated with the assets within each group. As a result, the Company changed to three reportable segments: Industrial, Office, and Other. The Industrial segment consists of high-quality, well-located industrial properties with modern specifications. The Office segment consists of includes newer, high-quality and business-essential office properties. The Other segment consists of vacant and non-core properties, together with other properties in the same cross-collateralized loan pools. This

segment includes properties that are either non-stabilized, leased to tenants with shorter lease terms or are being evaluated for repositioning, re-leasing or potential sale. The Company recast its segment results for all prior periods presented to show the three reportable segments.

The Company evaluates performance of each segment based on segment NOI, net operating income ("NOI"), which is defined as property revenue less property expenses. Interest expense and general administrative expenses The Company excludes the following from Segment NOI because they are not included in segment profit as our internal reporting addresses these items addressed on a corporate level, level: (i) the Office Joint Venture, (ii) interest expense, and (iii) general and administrative expenses. Segment NOI is not a measure of operating income or cash flows from operating activities is not indicative of cash available to fund cash needs and should not be considered an alternative to cash flows as a measure of liquidity. Not all companies calculate segment profit measures in the same manner. The Company considers segment profit NOI to be an appropriate supplemental measure to net income because it assists both investors and management in understanding the core operations of our properties. Additionally, the Company considers its interests in the Office Joint Venture as corporate related activity and excludes such amounts from its segment reporting.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023
(Dollars in thousands unless otherwise noted and excluding per share amounts)

A reconciliation of The following table presents segment NOI for the years ended December 31, 2022 December 31, 2023, 2021, 2022, and 2020 2021 is as follows:

		Year Ended December 31,					
		2022	2021	2020			
		Year Ended December 31,			Year Ended December 31,		
		2023	2023	2022	2021		
Industrial NOI	Industrial NOI						
Total Industrial revenues							
Total Industrial revenues							
Total Industrial revenues	Total Industrial revenues	\$ 61,347	\$ 59,320	\$ 69,047			
Industrial operating expenses	Industrial operating expenses	(7,870)	(7,195)	(9,210)			
Industrial NOI	Industrial NOI	53,477	52,125	59,837			
Office NOI	Office NOI						
Office NOI							
Total Office revenues							
Total Office revenues							
Total Office revenues	Total Office revenues	297,110	340,265	268,928			
Office operating expenses	Office operating expenses	(66,143)	(80,010)	(70,815)			
Office NOI	Office NOI	230,967	260,255	198,113			
Other NOI	Other NOI						
Other NOI							
Total Other revenues							

Total Other revenues				
Total	Total			
Other	Other			
revenues	revenues	58,029	60,288	59,477
Other	Other			
operating	operating			
expenses	expenses	(19,252)	(19,369)	(18,682)
Other	Other			
NOI	NOI	38,777	40,919	40,795
Total NOI	Total NOI	\$ 323,221	\$353,299	\$298,745

	Year Ended December 31,		
	2022	2021	2020
Reconciliation of Net Income to Total NOI			
Net (loss) income	\$ (441,382)	\$ 11,570	\$ (5,774)
General and administrative expenses	39,893	40,479	38,633
Corporate operating expenses to affiliates	1,349	2,520	2,500
Impairment provision, real estate	127,577	4,242	23,472
Impairment provision, goodwill	135,270	—	—
Depreciation and amortization	190,745	209,638	161,056
Interest expense	84,816	85,087	79,646
Debt breakage costs	13,249	—	—
Other loss (income), net	45	(1,521)	(3,228)
Loss (income) from investment in unconsolidated entities	9,993	(8)	6,523
Loss (gain) from disposition of assets	139,280	326	(4,083)
Transaction expense	22,386	966	—
Total NOI	\$ 323,221	\$ 353,299	\$ 298,745

A reconciliation of net (loss) income to total NOI for the years ended December 31, 2023, 2022, and 2021 is as follows:

	Year Ended December 31,		
	2023	2022	2021
Reconciliation of Net (Loss) Income to Total NOI			
Net (loss) income	\$ (605,102)	\$ (441,382)	\$ 11,570
General and administrative expenses	42,962	38,995	39,051
Corporate operating expenses to affiliates	1,154	1,349	2,520
Impairment provision, real estate	409,512	127,577	4,242
Impairment provision, goodwill	16,031	135,270	—
Depreciation and amortization	112,204	190,745	209,638
Interest expense	65,623	84,816	85,087
Debt breakage costs	—	13,249	—
Other loss (income), net	(13,111)	943	(93)
Loss (income) from investment in unconsolidated entities	176,767	9,993	(8)
Loss (gain) from disposition of assets	(29,164)	139,280	326
Transaction expense	24,982	22,386	966
Total NOI	\$ 201,858	\$ 323,221	\$ 353,299

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

The following table presents the Company's goodwill for each of the segments as of December 31, 2022 December 31, 2023 and 2021: 2022:

	Year Ended December 31,	
	2022	2021

Goodwill			
Industrial	\$	68,373	\$ 68,373
Office		—	135,270
Other		26,305	26,305
Total Goodwill	\$	94,678	\$ 229,948

See Note 8, *Fair Value Measurements*, for details regarding the inputs used in determining the impairment of goodwill.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

	Year Ended December 31,	
	2023	2022
Goodwill		
Industrial	\$ 68,373	\$ 68,373
Office	—	—
Other	10,274	26,305
Total Goodwill	\$ 78,647	\$ 94,678

The following table presents the Company's total real estate assets, net, which includes accumulated depreciation and amortization and excludes intangibles, for each segment as of **December 31, 2022**, **December 31, 2023** and **2021**; **2022**:

		Year Ended December 31,	
		2022	2021
		Year Ended December 31,	
		2023	2022
Industrial Real Estate, net	Industrial Real Estate, net		
Total real estate	Total real estate		
Total real estate	Total real estate		
Total real estate	Total real estate	\$ 761,757	\$ 788,339
Accumulated depreciation and amortization	Accumulated depreciation and amortization	(137,738)	(118,737)
Industrial real estate, net	Industrial real estate, net	624,019	669,602
Office Real Estate, net	Office Real Estate, net		
Office Real Estate, net	Office Real Estate, net		
Total real estate	Total real estate		
Total real estate	Total real estate		
Total real estate	Total real estate	2,020,463	4,045,732
Accumulated depreciation and amortization	Accumulated depreciation and amortization	(305,829)	(692,865)
Office real estate, net	Office real estate, net	1,714,634	3,352,867

Other Real Estate, net	Other Real Estate, net		
Other Real Estate, net	Other Real Estate, net		
Total real estate	Total real estate		
Total real estate	Total real estate		
Total real estate	Total real estate	715,036	736,089
Accumulated depreciation and amortization	Accumulated depreciation and amortization	(201,072)	(181,721)
Other real estate, net	Other real estate, net	513,964	554,368
Total Real Estate, net	Total Real Estate, net	\$ 2,852,617	\$4,576,837
Total Real Estate, net	Total Real Estate, net		
Total Real Estate Held for Sale, net	Total Real Estate Held for Sale, net		
Total Real Estate Held for Sale, net	Total Real Estate Held for Sale, net		
Total Real Estate Held for Sale, net	Total Real Estate Held for Sale, net		
Total real estate	Total real estate		
Total real estate	Total real estate		
Total real estate	Total real estate		
Accumulated depreciation and amortization	Accumulated depreciation and amortization		
Real estate held for sale, net	Real estate held for sale, net		

Total asset information by segment is not reported because the Company does not use this measure to assess performance or to make resource allocation decisions.

PEAKSTONE REALTY TRUST

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2023

(Dollars in thousands unless otherwise noted and excluding per share amounts)

15.
Declaration of Distributions Dividends

On November 2, 2021, January 20, 2023 the Board declared an all-cash distribution dividend rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E share of each class of common share Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on January 1, 2022 and ending on March 31, 2022. The Company paid such distributions to each shareholder of record on February 1, 2022, March 1, 2022, and April 1, 2022, respectively.

On March 29, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on April 1, 2022 and ending on April 30, 2022. The Company paid such distributions to each shareholder of record on May 2, 2022.

On April 26, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on May 1, 2022 and ending on May 31, 2022. The Company paid such distributions to each shareholder of record on June 1, 2022.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

On May 20, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on June 1, 2022 and ending on June 30, 2022. The Company paid such distributions to each shareholder of record on July 1, 2022.

On June 1, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common shares, for shareholders of record at the close of each business day for the period commencing on July 1, 2022 and ending on July 31, 2022. The Company paid such distributions to each shareholder of record on August 1, 2022.

On June 30, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common shares, for shareholders of record at the close of each business day for the period commencing on August 1, 2022 and ending on August 31, 2022. The Company paid such distributions to each shareholder of record on September 1, 2022.

On August 3, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on September 1, 2022 and ending on September 30, 2022. The Company paid such distributions to each shareholder of record on October 3, 2022.

On September 20, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common shares, for shareholders of record at the close of each business day for the period commencing on October 1, 2022 and ending on October 31, 2022. The Company paid such distributions to each shareholder of record on November 1, 2022.

On October 20, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on November 1, 2022 and ending on November 30, 2022. The Company paid such distributions to each shareholder of record on December 1, 2022.

On November 2, 2022, the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share, for shareholders of record at the close of each business day for the period commencing on December 1, 2022 and ending on December 31, 2022. The Company paid such distributions to each shareholder of record on January 3, 2023.

16. Subsequent Events

Sale of Property

On January 6, 2023, the Company sold one held for sale property located in Irvine, California for approximately \$40.0 million, less closing costs and other credits. The Company recognized an estimated gain of approximately \$18.7 million.

PEAKSTONE REALTY TRUST
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

(Dollars in thousands unless otherwise noted and excluding per share amounts)

On February 16, 2023, the Company sold one property located in Clinton, South Carolina for approximately \$19.3 million, less closing costs and other credits. The property met the held for sale criteria subsequent to year-end and the Company recognized an estimated gain of approximately \$7.1 million.

On March 2, 2023, the Company sold one property located in Herndon, Virginia for approximately \$110.3 million, less closing costs and other credits. The property met the held for sale criteria subsequent to year-end and the Company recognized an estimated gain of approximately \$4.8 million.

Repayment of Mortgage Debt

On March 6, 2023, the Company repaid the outstanding balance of \$19.1 million related to the HealthSpring mortgage loan maturing in April 2023.

Extension of Revolving Credit Facility and Repayment of 2024 Term Loan

On March 21, 2023, the Company, through the Operating Partnership, entered into the Seventh Amendment to the Second Amended and Restated Credit Agreement dated as of March 21, 2023 (the "Seventh Amendment"), which, among other things, (i) permits the Operating Partnership to extend the Revolving Commitments (as defined in the Second Amended and Restated Credit Agreement) of each Revolving Lender (as defined in the Second Amended and Restated Credit Agreement) to January 31, 2026 (the "Subsequent

Extension"); (ii) amended the covenant regarding Tangible Net Worth (as defined in the Second Amended and Restated Credit Agreement) to reduce the baseline calculation for the required Tangible Net Worth from \$2,030,720,237 to \$1,000,000,000; and (iii) added a covenant that prohibits any special distributions from extraordinary non-recurring income.

Prior to the Seventh Amendment, the final Revolving Credit Maturity Date (as defined in the Second Amended and Restated Credit Agreement) was June 30, 2024. The exercise of the Subsequent Extension by the Operating Partnership is conditioned upon, among other things, (i) prior to June 30, 2024, the Company consummating a listing of its equity interests which results in such equity interests being traded on the New York Stock Exchange and (ii) the payment of an extension fee on the effective date of the Subsequent Extension in an amount equal to 20 basis points of the amount of Revolving Commitments being extended in connection with the Subsequent Extension.

In connection with the Seventh Amendment, and as a condition to the effectiveness thereof, the Operating Partnership prepaid the outstanding principal balance (\$400,000,000) of the 2024 Term Loan (as defined in the Second Amended and Restated Credit Agreement). The prepayment was funded through a draw on the revolving credit facility portion of the Second Amended and Restated Credit Agreement.

Cash Distributions

On January 20, 2023 the Board declared an all-cash distribution rate, based on 365 days in the calendar year, of \$0.008630136 per day (\$3.15 per share annualized), subject to adjustments for class-specific expenses, per Class E share, Class T share, Class S share, Class D share, Class I share, Class A share, Class AA share and Class AAA share for shareholders of such classes as of the close of each business day for the period from commencing January 1, 2023 and ending on January 31, 2023. The Company paid such distributions dividends to each shareholder of record on February 1, 2023.

On February 16, 2023, the Board declared an all-cash distribution dividend rate, based on 365 days in the calendar year, of \$0.002465753 per day (\$0.90 per share annualized), subject to adjustments for class-specific expenses, per Class E share of each class of common share Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share for shareholders of such classes as of the close of each business day for the period commencing on February 1, 2023 and ending on February 28, 2023. The Company paid such distributions dividends to each shareholder of record on February 24, 2023.

On March 14, 2023, the Board declared an all-cash monthly distribution (for dividend for the month of March in the amount of \$0.075 per share), subject to adjustments for class-specific expenses, per Class E common share, Class T common share, Class S common share, Class D common share, Class I common share, Class A common share, Class AA common share and Class AAA common share for shareholders of share. The Company paid such classes (or any class into which common shares may be converted). The dividend is payable on or about May 12, 2023 to shareholders of record as of May 2, 2023.

PEAKSTONE REALTY TRUST NOTES TO CONSOLIDATED FINANCIAL STATEMENTS December 31, 2022

(Dollars On June 20, 2023, the Board declared an all-cash dividend for the second quarter in thousands unless otherwise noted and excluding the amount of \$0.225 per share amounts)

Conversion, Name Change and Listing common share. The Company paid such dividend on July 17, 2023 to shareholders of record as of June 30, 2023.

On January 19, 2023 August 2, 2023, the Board declared an all-cash dividend for the third quarter in the amount of \$0.225 per common share. The Company paid such dividend on October 17, 2023 to shareholders of record as of September 30, 2023.

On November 7, 2023, the Board declared an all-cash dividend for the fourth quarter in the amount of \$0.225 per common share. The Company paid such dividend on January 17, 2024 to shareholders of record as of December 29, 2023.

16. Subsequent Events

On January 31, 2024, the Company converted its form sold one held-for-sale property in the Office segment property for a sales price of organization from \$30.0 million and issued a Maryland corporation to a Maryland real estate investment trust and changed its name from Griffin Realty Trust, Inc. to Griffin Realty Trust. \$15.0 million, one-year promissory note in connection with the sale.

On February 21, 2023 February 12, 2024, the Company announced its intention exercised an option to list its common shares on extend the New York Stock Exchange (the "Listing") Revolving Loan Maturity Date, which upon satisfaction or waiver of certain customary conditions, will extend to June 30, 2024.

On March 10, 2023 February 21, 2024, the Company changed its name from Griffin Realty Trust Board declared an all-cash dividend for the first quarter in the amount of \$0.225 per common share. Such dividend is payable on or about April 18, 2024 to Peakstone Realty Trust and the Operating Partnership changed its name from GRT OP, L.P. to PKST OP, L.P. in anticipation shareholders of the Listing.

Internal Restructuring

On November 10, 2022, the Company completed an internal restructuring pursuant to which the Operating Partnership became wholly owned by the Operating Company. On February 23, 2023, the Company completed an additional restructuring to restore the Company's operating structure to its condition prior to the internal restructuring, record as of March 29, 2024.

PEAKSTONE REALTY TRUST
SCHEDULE III
REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION AND AMORTIZATION
(Dollars in thousands)

Property	Total													Life on which depreciation in latest income statement is computed		Initial Cost			
	Initial Cost to Company			Adjustment to Basis ⁽²⁾		Gross Carrying Amount at December 31, 2022													
	⁽¹⁾																		
	Property	Type	State	Encumbrances ⁽³⁾	Land	Improvements	Improvements	Land	⁽²⁾	Total	Accumulated Depreciation and Amortization	Date of Construction	Date of Acquisition						
Industrial	Industrial																		
Renfro	Industrial	SC	\$	—	\$ 1,400	\$ 18,182	\$ 2,012	\$ 1,400	\$ 20,194	\$ 21,594	\$ 10,368	N/A	6/18/2009	5-40 years					
Industrial																			
Industrial																			
Hopkins																			
Hopkins																			
Hopkins																			
Hopkins	Hopkins	Industrial	KS	—	274	7,567	962	274	8,529	8,803	3,516	N/A	8/27/2010	5-40 years					
TransDigm	TransDigm	Industrial	NJ	—	3,773	9,030	411	3,773	9,441	13,214	3,487	N/A	5/31/2012	5-40 years	TransDigm	Industrial	NJ	—	3,773
Berry	Berry														Berry				
Global	Global	Industrial	IL	—	2,674	13,229	921	2,674	14,150	16,824	5,173	N/A	11/8/2012	5-40 years	Global	Industrial	IL	—	2,674
Amazon - Arlington Heights	Amazon - Arlington Heights														Amazon - Arlington Heights				
Heights	Heights	Industrial	IL	—	7,697	21,843	5,879	7,697	27,722	35,419	9,222	N/A	8/13/2013	5-40 years	Heights	Industrial	IL		
Roush Industries	Roush Industries	Industrial	MI	—	875	11,375	2,567	875	13,942	14,817	4,633	N/A	11/5/2013	5-40 years	Roush Industries	Industrial	MI	—	875
Samsonite	Samsonite	Industrial	FL	17,998	5,040	42,490	21	5,040	42,511	47,551	10,758	N/A	12/11/2015	5-40 years	Samsonite	Industrial	FL	—	5,040
RH	RH	Industrial	CA	—	15,463	36,613	37,692	15,463	74,305	89,768	25,282	N/A	1/14/2016	5-40 years	RH	Industrial	CA	—	15,463
PepsiCo	PepsiCo	Industrial	FL	—	5,433	55,341	88	5,433	55,429	60,862	8,154	N/A	3/13/2018	5-40 years	PepsiCo	Industrial	FL	—	5,433
Shaw Industries	Shaw Industries	Industrial	GA	—	5,465	57,116	—	5,465	57,116	62,581	8,287	N/A	5/3/2018	5-40 years	Shaw Industries	Industrial	GA	—	5,465
Huntington Ingalls (300 W. Park Lane)	Huntington Ingalls (300 W. Park Lane)	Industrial	VA	—	3,100	14,580	1,323	3,100	15,903	19,003	2,970	N/A	5/1/2019	5-40 years					
Huntington Ingalls (500 W. Park Lane)	Huntington Ingalls (500 W. Park Lane)	Industrial	VA	—	3,113	14,639	1,351	3,113	15,990	19,103	2,983	N/A	5/1/2019	5-40 years					
Huntington Ingalls	Huntington Ingalls														Huntington Ingalls	Industrial	VA	—	
Huntington Ingalls	Huntington Ingalls														Huntington Ingalls	Industrial	VA	—	
OceanX	OceanX	Industrial	OH	—	978	14,137	2,568	978	16,705	17,683	4,007	N/A	5/1/2019	5-40 years	OceanX	Industrial	OH	—	978
ZF WABCO		Industrial	SC	—	1,226	13,902	1,038	1,226	14,940	16,166	1,934	N/A	5/1/2019	5-40 years					
Atlas Copco															Atlas Copco	Industrial	MI	—	
ZF Wabco															ZF Wabco	Industrial	SC	—	
3M	3M	Industrial	IL	⁽⁵⁾ 43,600	5,802	75,758	6,391	5,802	82,149	87,951	9,632	N/A	5/1/2019	5-40 years	3M	Industrial	IL	250,000	⁽⁶⁾ ⁽⁶⁾ 5,802
Amazon - Etna	Amazon - Etna	Industrial	OH	⁽⁵⁾ 61,500	4,773	95,475	11,546	4,773	107,021	111,794	14,924	N/A	5/1/2019	5-40 years	Amazon - Etna	Industrial	OH	—	⁽⁶⁾ ⁽⁶⁾ 4,773
Pepsi Bottling Ventures	Pepsi Bottling Ventures	Industrial	NC	17,836	3,407	31,783	954	3,407	32,737	36,144	3,332	N/A	2/5/2020	5-40 years	Pepsi Bottling Ventures	Industrial	NC	17,439	3,407
Fidelity Building Services	Fidelity Building Services	Industrial	MD	—	1,662	10,746	435	1,662	11,181	12,843	775	N/A	3/1/2021	5-40 years	Fidelity Building Services	Industrial	MD	—	1,662

Property	Total													Life on which depreciation in latest income statement is computed			Initial Cost to Company
	Initial Cost to Company					Adjustment to	Gross Carrying Amount at										
	(1)					(2)	December 31, 2022										
Property	Property	Type	State	(3)	Land	Improvements	Improvements	Land	(2)	Total	Accumulated Depreciation and Amortization	Date of Construction	Date of Acquisition				
Office																	
AT&T (14500 NE 87th Street)		Office	WA	—	\$ 2,434	\$ 11,656	\$ 954	\$ 2,434	\$ 12,609	\$ 15,043	\$ 4,691	N/A	1/31/2012	5-40 years			
AT&T (14520 NE 87th Street)																	
AT&T (14520 NE 87th Street)																	
AT&T (14520 NE 87th Street)																	
AT&T (14520 NE 87th Street)																	
AT&T (14560 NE 87th Street)	AT&T (14520 NE 87th Street)	Office	WA	—	3,259	15,608	615	3,259	16,223	19,482	6,074	N/A	1/31/2012	5-40 years		Office	WA
AT&T (14560 NE 87th Street)	AT&T (14560 NE 87th Street)	Office	WA	—	1,077	5,157	776	1,077	5,933	7,010	2,129	N/A	1/31/2012	5-40 years		Office	WA
PPG (East Village)	PPG (East Village)	Office	PA	—	2,650	26,745	54	2,650	26,799	29,449	10,654	N/A	3/22/2012	5-40 years		Office	PA
York Space Systems (East Village)	York Space Systems (East Village)	Office	CO	—	2,600	13,500	10,877	2,600	24,377	26,977	8,715	N/A	6/29/2012	5-40 years		Office	CO
Maxar		Office	CO	—	8,600	83,400	—	8,600	83,400	92,000	28,698	N/A	1/14/2014	5-40 years			
Parallon		Office	FL	—	1,000	16,772	—	1,000	16,772	17,772	5,900	N/A	6/25/2014	5-40 years			
Wood Group (Westgate III)		Office	TX	—	3,209	75,937	(10,479)	2,784	65,883	68,667	18,734	N/A	4/1/2015	5-40 years			
South Lake at Dulles		Office	VA	—	9,666	74,098	26,512	9,666	100,610	110,276	26,075	N/A	6/10/2015	5-40 years			
Amentum (Heritage III)		Office	TX	—	1,955	15,540	6,941	1,955	22,481	24,436	5,630	N/A	12/11/2015	5-40 years			
Aegis (530 Great Circle Road)		Office	TN	11,021	4,687	18,138	—	4,687	18,138	22,825	5,319	N/A	4/27/2016	5-40 years			

													Life on which depreciation in latest income statement is computed
			Initial Cost to Company ⁽¹⁾		Total Adjustment to Basis ⁽²⁾		Gross Carrying Amount at December 31, 2022						
Property	Property Type	State	Encumbrances ⁽³⁾	Land	Building and Improvements	Building and Improvements	Land	Building and Improvements ⁽²⁾	Total	Accumulated Depreciation and Amortization	Date of Construction	Date of Acquisition	
Freeport McMoRan	Office	AZ	—	4,264	120,604	82	4,264	120,686	124,950	11,386	N/A	3/1/2021	
Avnet (Phoenix)	Office	AZ	—	5,394	31,021	1,862	5,394	32,883	38,277	4,581	N/A	3/1/2021	
Terraces at Copley Point	Office	CA	—	23,897	87,430	1,250	23,897	88,680	112,577	10,301	N/A	3/1/2021	
Occidental Petroleum	Office	CO	—	6,841	24,702	1,794	6,841	26,496	33,337	2,318	N/A	3/1/2021	
Corteva Agriscience	Office	IA	—	6,412	39,299	1,624	6,412	40,923	47,335	4,203	N/A	3/1/2021	
Mercury Systems	Office	MA	—	6,969	37,739	(9,123)	5,407	30,178	35,585	3,017	N/A	3/1/2021	
Draeger Medical Systems	Office	MA	—	4,985	30,143	(9,075)	3,539	22,514	26,053	2,458	N/A	3/1/2021	
Keurig Dr. Pepper (63 South Avenue)	Office	MA	—	5,111	48,464	812	5,111	49,276	54,387	3,690	N/A	3/1/2021	
Keurig Dr. Pepper (53 South Avenue)	Office	MA	—	3,262	169,233	628	3,262	169,861	173,123	11,325	N/A	3/1/2021	
40 Wight	Office	MD	—	2,873	50,619	1,385	2,873	52,004	54,877	3,277	N/A	3/1/2021	
136 & 204 Capcom	Office	NC	—	1,802	9,996	523	1,802	10,519	12,321	1,672	N/A	3/1/2021	
Cigna (Express Scripts)	Office	PA	—	4,725	18,756	2,080	4,725	20,836	25,561	2,265	N/A	3/1/2021	
International Paper	Office	TN	—	1,376	69,048	8,488	1,376	77,536	78,912	5,411	N/A	3/1/2021	
Tech Data Corp.	Office	TX	—	3,138	12,987	671	3,138	13,658	16,796	1,421	N/A	3/1/2021	
Fresenius Medical Care	Office	TX	—	1,380	28,923	1,293	1,380	30,216	31,596	2,037	N/A	3/1/2021	
Total Office			\$ 164,007	\$ 167,711	\$ 1,796,628	\$ 56,124	\$ 164,278	\$ 1,856,185	\$ 2,020,463	\$ 305,829			
Other													
Avnet (Chandler)	Other	AZ	\$ 17,913	\$ 1,860	\$ 31,481	\$ 47	\$ 1,860	\$ 31,528	\$ 33,388	\$ 9,517	N/A	5/29/2013	
Hitachi Energy USA	Other	MO	12,740	5,637	25,280	—	5,637	25,280	30,917	8,751	N/A	11/6/2015	
Franklin Center	Office	MD	—	6,989	46,875	1,441	6,989	48,316	55,305	12,534	N/A	6/10/2015	
Northrop Grumman	Other	OH	9,741	1,300	16,188	619	1,300	16,807	18,107	7,711	N/A	11/13/2012	
Gold Pointe Corp Ctr Bld C	Other	CA	—	4,182	18,072	324	4,182	18,396	22,578	10,665	N/A	12/18/2012	
Quebec Court II	Other	CO	—	3,146	22,826	(7,176)	2,043	16,753	18,796	8,572	N/A	1/11/2013	
Schlumberger	Other	TX	27,113	2,800	47,752	(3,909)	2,510	44,133	46,643	15,646	N/A	5/1/2013	
Raytheon Technologies	Other	NC	21,431	1,330	37,858	—	1,330	37,858	39,188	14,496	N/A	5/3/2013	
30 Independence	Other	NJ	23,596	5,300	36,768	15,901	5,300	52,669	57,969	21,253	N/A	10/3/2013	
Wyndham Hotels & Resorts	Other	NJ	52,893	6,200	91,153	2,494	6,200	93,647	99,847	25,667	N/A	4/23/2014	
Crosspoint	Other	AZ	—	15,000	45,893	18,443	15,000	64,336	79,336	21,654	N/A	5/22/2014	

													Life on which depreciation in latest income statement is computed
				Total Adjustment to		Gross Carrying Amount at							
				Initial Cost to Company ⁽¹⁾		Basis ⁽²⁾		December 31, 2023					
Property	Property Type	State	Encumbrances ⁽⁴⁾	Land	Building and Improvements	Building and Improvements	Land ⁽³⁾	Building and Improvements ⁽²⁾	Total	Accumulated Depreciation and Amortization	Date of Construction	Date of Acquisition	
Keurig Dr. Pepper (63 South Ave)	Office	MA	—	5,111	49,276	(4,409)	4,646	44,867	49,513	5,198	N/A	3/1/2021	5-40 years
Keurig Dr. Pepper (53 South Ave)	Office	MA	—	3,262	169,861	(51,809)	2,264	118,052	120,316	12,178	N/A	3/1/2021	5-40 years
40 Wright	Office	MD	—	2,873	51,679	(22,715)	1,565	28,964	30,529	2,905	N/A	3/1/2021	5-40 years

136 Capcom	Office	NC	—	887	5,176	—	887	5,176	6,063	1,071	N/A	3/1/2021	5-40 years
204 Capcom	Office		—	915	5,343	—	915	5,343	6,258	1,106	N/A	3/1/2021	5-40 years
Cigna (Express Scripts)	Office	PA	—	4,725	20,836	(15,164)	905	5,672	6,577	1,037	N/A	3/1/2021	5-40 years
International Paper	Office	TN	—	1,376	77,536	—	1,376	77,536	78,912	8,354	N/A	3/1/2021	5-40 years
Tech Data Corp.	Office	TX	—	3,138	13,659	(10,885)	508	2,774	3,282	488	N/A	3/1/2021	5-40 years
Total Office			\$ —	\$ 135,090	\$ 1,544,200	\$ (159,993)	\$ 121,752	\$ 1,384,207	\$ 1,505,959	\$ 286,136			
Other													
Northrop Grumman	Other	OH	\$ 92,444 ⁽⁷⁾	\$ 1,300	\$ 16,188	\$ 619	\$ 1,300	\$ 16,807	\$ 18,107	\$ 8,322	N/A	11/13/2012	5-40 years
Raytheon Technologies	Other	NC	— ⁽⁷⁾	1,330	37,858	—	1,330	37,858	39,188	16,003	N/A	5/3/2013	5-40 years
Avnet (Chandler)	Other	AZ	— ⁽⁷⁾	1,860	31,481	47	1,860	31,528	33,388	10,241	N/A	5/29/2013	5-40years
30 Independence	Other	NJ	— ⁽⁷⁾	5,300	36,768	(11,037)	1,720	25,731	27,451	10,229	N/A	10/3/2013	5-40 years
Wyndham Hotels & Resorts	Other	NJ	119,953 ⁽⁸⁾	6,200	91,153	2,494	6,200	93,647	99,847	28,807	N/A	4/23/2014	5-40 years
Crosspoint	Other	AZ	—	15,000	45,893	(26,474)	4,210	19,419	23,629	6,693	N/A	5/22/2014	5-40years
Level 3 (ParkRidge One)	Other	CO	—	10,554	35,817	(18,023)	4,753	17,794	22,547	7,854	N/A	8/1/2014	5-40 years
Franklin Center	Other	MD	—	6,989	46,875	(36,567)	1,320	10,308	11,628	3,273	N/A	6/10/2015	5- 40 years
Owens Corning	Other	NC	— ⁽⁸⁾	867	4,972	547	867	5,519	6,386	1,480	N/A	5/1/2019	5-40 years
Wood Group (Westgate II)	Other	TX	— ⁽⁸⁾	7,716	49,292	(39,189)	1,471	10,103	11,574	2,961	N/A	5/1/2019	5-40 years
Administrative Office of			— ⁽⁸⁾										
Pennsylvania Courts	Other	PA	—	1,246	10,125	283	1,246	10,408	11,654	2,817	N/A	5/1/2019	5-40 years
MGM Corporate Center			— ⁽⁸⁾										
(840 Grier Drive)	Other	NV	—	1,634	9,558	818	1,634	10,376	12,010	2,987	N/A	5/1/2019	5-40 years
MGM Corporate Center			— ⁽⁸⁾										
(880 Grier Drive)	Other	NV	—	2,188	12,771	326	2,188	13,097	15,285	3,719	N/A	5/1/2019	5-40 years
MGM Corporate Center			— ⁽⁸⁾										
(950 Grier Drive)	Other	NV	—	723	4,220	146	723	4,366	5,089	1,299	N/A	5/1/2019	5-40years
Hitachi Astemo	Other	OH	— ⁽⁸⁾	1,214	18,965	57	1,214	19,022	20,236	4,440	N/A	5/1/2019	5-40 years

Total Adjustment to Initial Cost to Company ⁽¹⁾ Basis ⁽²⁾ Gross Carrying Amount at December 31, 2022													Life on which depreciation in latest income statement is computed
Property	Property Type	State	Encumbrances ⁽³⁾	Land	Building and Improvements	Building and Improvements	Land	Building and Improvements ⁽²⁾	Total	Accumulated Depreciation and Amortization	Date of Construction	Date of Acquisition	
Level 3 (ParkRidge One)	Other	CO	—	10,554	35,817	1,663	10,554	37,480	48,034	14,517	N/A	8/1/2014	5-40 years
Owens Corning	Other	NC	3,179	867	4,418	1,101	867	5,519	6,386	1,152	N/A	5/1/2019	5-40 years
Hitachi Astemo	Other	OH	9,943	1,214	16,538	2,484	1,214	19,022	20,236	3,488	N/A	5/1/2019	5-40 years
Wood Group (Westgate II)	Other	TX	32,950	7,716	48,422	870	7,716	49,292	57,008	11,077	N/A	5/1/2019	5-40 years
Administrative Office of													
Pennsylvania Courts	Other	PA	5,848	1,246	9,626	781	1,246	10,407	11,653	2,293	N/A	5/1/2019	5-40 years
MGM Corporate Center													
(840 Grier Drive)	Other	NV	6,297	1,634	9,298	1,009	1,634	10,307	11,941	2,326	N/A	5/1/2019	5-40 years
MGM Corporate Center													
(880 Grier Drive)	Other	NV	8,432	2,188	12,423	591	2,188	13,014	15,202	2,918	N/A	5/1/2019	5-40 years
MGM Corporate Center													
(950 Grier Drive)	Other	NV	2,786	723	4,105	226	723	4,331	5,054	1,018	N/A	5/1/2019	5-40 years

Park Meadows Corporate													
Center II	Office	CO	—	3,109	13,096	(8,588)	1,357	6,263	7,620	2,000	N/A	5/1/2019	5-40 years
KBR	Office	AL	—	5,007	23,328	1,493	5,007	24,821	29,828	3,817	N/A	3/1/2021	5-40 years
Total Other			\$ 234,862	\$ 88,002	\$ 597,217	\$ 29,814	\$ 84,857	\$ 630,179	\$ 715,036	\$ 201,072			
Total Portfolio			\$ 539,803	\$ 333,986	\$ 2,998,325	\$ 164,942	\$ 327,408	\$ 3,169,848	\$ 3,497,256	\$ 644,639			
Real estate assets held for sale													
Fox Head	Industrial	CA	\$ —	\$ 3,672	\$ 23,230	\$ —	\$ 3,672	\$ 23,230	\$ 26,902	\$ 7,494	N/A	10/29/2013	
			\$ 539,803	\$ 337,658	\$ 3,021,555	\$ 164,942	\$ 331,080	\$ 3,193,078	\$ 3,524,158	\$ 652,133			

													Life on which depreciation in latest income statement is computed
				Initial Cost to Company ⁽¹⁾	Total Adjustment to Basis ⁽²⁾		Gross Carrying Amount at December 31, 2023						
Property	Property Type	State	Encumbrances ⁽⁴⁾	Land	Building and Improvements	Building and Improvements	Land ⁽³⁾	Building and Improvements ⁽²⁾	Total	Accumulated Depreciation and Amortization	Date of Construction	Date of Acquisition	
345 Bob Heath Drive	Other	AL	—	5,007	24,821	(20,939)	514	3,882	4,396	938	N/A	3/1/2021	5-40 years
Total Other			\$ 212,397	\$ 69,128	\$ 476,757	\$ (146,892)	\$ 32,550	\$ 329,865	\$ 362,415	\$ 112,063			
Total Portfolio ⁽⁵⁾			\$ 479,836	\$ 281,091	\$ 2,635,405	\$ (256,469)	\$ 231,175	\$ 2,378,936	\$ 2,610,111	\$ 550,552			
Real estate assets held for sale													
Hitachi Energy USA	Other	MO	\$ 11,709	\$ 5,637	\$ 25,280	\$ —	\$ 5,637	\$ 25,280	\$ 30,917	\$ 9,973	N/A	11/6/2015	
Corteva Agriscience	Office	IA	—	6,412	40,923	(12,005)	4,454	28,918	33,372	4,663	N/A	3/1/2021	
Total held for sale			\$ 11,709	\$ 12,049	\$ 66,203	\$ (12,005)	\$ 10,091	\$ 54,198	\$ 64,289	\$ 14,636			

- (1) Building and improvements include tenant origination and absorption costs.
- (2) Consists of capital expenditure, real estate development costs, and impairment charges. charges to building and improvements.
- (3) Amount does not include the net loan valuation discount Consists of \$1.0 million related impairment charges to the debt assumed in the Highway 94, Samsonite and HealthSpring property acquisitions, as well as Owens Corning, Westgate II, AOPC, MGM, American Showa, BAML and Pepsi Bottling Ventures. land.
- (4) As of December 31, 2022, Amounts do not include unamortized deferred financing costs and discounts, net.
- (5) For federal income tax purposes, the aggregate cost of real estate the Company and consolidated subsidiaries owned for federal income tax purposes was approximately \$3.2 \$2.8 billion (unaudited) as of December 31, 2023.
- (5) (6) The BOA/KeyBank Loan is secured by cross-collateralized and cross-defaulted first mortgage liens on These properties secure the properties. BOA II Loan.
- (7) These properties secure the AIG Loan.
- (8) These properties secure the AIG II Loan.

Activity for the Year Ended December 31,				Activity for the Year Ended December 31,			
2022	2021	2020		2023	2022		2021

Real estate facilities	Real estate facilities			
Balance at beginning of year				
Balance at beginning of year				
Balance at beginning of year	Balance at beginning of year	\$5,570,160	\$4,310,302	4,278,433
Acquisitions	Acquisitions	—	1,289,296	36,144
Construction costs and improvements	Construction costs and improvements	8,607	29,042	72,306
Other adjustments	Other adjustments	(129)	(2,976)	—
Write down of tenant origination and absorption costs	Write down of tenant origination and absorption costs	—	(422)	—
Impairment provision	Impairment provision	(178,414)	(4,242)	(23,472)
Sale of real estate assets	Sale of real estate assets	(1,876,066)	(50,840)	(53,109)
Real estate assets held for sale	Real estate assets held for sale	(26,902)	—	—
Balance at end of year	Balance at end of year	\$3,497,256	\$5,570,160	\$4,310,302
Accumulated depreciation	Accumulated depreciation			
Accumulated depreciation				
Balance at beginning of year				
Balance at beginning of year				
Balance at beginning of year	Balance at beginning of year	\$ 993,323	\$ 817,773	\$ 668,104
Depreciation and amortization expense	Depreciation and amortization expense	186,350	209,638	161,056
Write down of tenant origination and absorption costs	Write down of tenant origination and absorption costs	—	(422)	—
Impairment provision	Impairment provision	(50,838)	—	—
Other adjustments	Other adjustments	(47)	—	—
Less: Non-real estate assets depreciation expense	Less: Non-real estate assets depreciation expense	—	(5,860)	(4,619)

Less: Sale of real estate assets depreciation expense	Less: Sale of real estate assets depreciation expense	(476,655)	(27,806)	(6,768)
Less: Real estate assets held for sale	Less: Real estate assets held for sale	(7,494)	—	—
Balance at end of year	Balance at end of year	\$ 644,639	\$ 993,323	\$ 817,773
Real estate facilities, net	Real estate facilities, net	\$2,852,617	\$4,576,837	\$3,492,529

S-5

**THIRD AMENDED AND RESTATED
SHARE REDEMPTION PROGRAM
Adopted January 19, 2023**

The board of trustees (the "Board") of Griffin Realty Trust, a Maryland real estate investment trust (the "Company"), has adopted an amended and restated Share Redemption Program (the "SRP"), the terms and conditions of which are set forth below. Capitalized terms shall have the same meaning as set forth in the Company's charter, as amended and supplemented, unless otherwise defined herein.

(1) Qualifying Shareholders. "Qualifying Shareholders" are holders of the Company's shares of any class of Common Shares (the "Shares") or authorized representatives of such shareholders seeking redemption upon a shareholder's death, Qualifying Disability (as defined in paragraph 6) or Determination of Incompetence (as defined in paragraph 7). Notwithstanding the foregoing, this SRP is only available for shareholders who acquired their Shares directly from the Company or through one or more non-cash transactions from the original purchaser of the Shares. In other words, once Shares are transferred for value by a shareholder, the transferee and all subsequent holders of the Shares are not eligible to participate in this SRP.

(2) Share Redemption. Subject to the terms and conditions of this SRP, including the limitations on redemptions set forth in paragraph 4 and the procedures for redemption set forth in paragraph 5, the Company will redeem such number of Shares as requested by a Qualifying Shareholder.

(3) Redemption Price. The redemption price for all Shares will be the most recent published estimated net asset value ("NAV") per share of the applicable class of Common Shares as of the applicable Redemption Date (as defined in paragraph 5).

(4) Limitations on Redemption. Notwithstanding anything contained in this SRP to the contrary, the Company's obligation to redeem Shares pursuant to this SRP is limited by each of the following:

- (a) During each calendar quarter/year, redemptions will be limited to a quarterly/annual dollar amount determined by the Board, which may be reviewed during the year and increased or decreased upon ten business days' notice to the Company's shareholders. The Company may provide notice by including such information (i) in a Current Report on Form 8-K or in its annual or quarterly reports, all publicly filed with the Securities and Exchange Commission (the "SEC") or (ii) in a separate mailing to the shareholders.
- (b) During any calendar year, with respect to each class of Shares, the Company may redeem no more than 5% of the weighted-average number of Shares of such class outstanding during the prior calendar year.

(5) Procedures for Redemption. The Company has engaged a third party to administer the SRP. Upon any change to the identity or the mailing address of the program administrator, the Company will notify shareholders of such change. The date on which the Company will redeem Shares (the "Redemption Date") will be the last business day of each quarter, provided, that the first Redemption Date following the Company's announcement of an estimated NAV for each class of Shares shall be no less than 10 business days after the Company's announcement of such NAVs in a public filing with the SEC, and the Redemption Date shall be set forth in such filing. Settlements of redemptions will be made within the first three business days following the Redemption Date.

For a shareholder's Shares to be eligible for redemption in a given quarter, the program administrator must receive a written redemption request from the shareholder or from an authorized representative of the shareholder setting forth the number of Shares requested to be redeemed by 3:00 p.m. Central on the fifth business day before the Redemption Date. If the Company cannot repurchase all Shares presented for redemption in any month because of the limitations on redemptions set forth in paragraph 4, then the Company will honor redemption requests on a pro rata basis, except that if a pro rata redemption would result in a shareholder owning less than \$2,500 of Shares, then the Company will redeem all of such shareholder's Shares to the extent there are funds available.

If the Company does not completely satisfy a redemption request on a Redemption Date because the program administrator did not receive the request in time, because of the limitations on redemptions set forth in paragraph 4, or because of a suspension of the SRP, then the Company will treat the unsatisfied portion of the redemption request as a request for redemption at the next Redemption Date funds are available for redemption or at the next Redemption Date following the resumption of the SRP, unless the redemption request is withdrawn. Any shareholder can withdraw a redemption request by sending written notice to the program administrator, provided such notice is received by 3:00 p.m. Central time on the Redemption Date.

Notwithstanding anything herein to the contrary, if any shareholder fails to maintain the minimum balance of \$2,500 of Shares as of a Redemption Date, the Company may redeem all of the Shares held by that shareholder at the

redemption price in effect on the applicable Redemption Date. Minimum account redemptions will apply even if the failure to meet the minimum balance is caused solely by a decline in the Company's NAV.

(6) **Qualifying Disability Determinations.** In order for a disability to entitle a shareholder to the redemption terms available for a "Qualifying Disability" under this SRP (x) the shareholder must receive a determination of disability based upon a physical or mental condition or impairment arising after the date the shareholder acquired the Shares to be redeemed, and (y) such determination of disability must be made by the governmental agency responsible for reviewing the disability retirement benefits that the shareholder could be eligible to receive (the "Applicable Government Agency"). The Applicable Government Agencies are limited to the following: the Social Security Administration, the U.S. Office of Personnel Management or the Veteran's Benefit Administration.

Disability determinations by governmental agencies for purposes other than those listed above, including but not limited to worker's compensation insurance, administration or enforcement of the Rehabilitation Act or Americans with Disabilities Act, or waiver of insurance premiums, will not entitle a shareholder to the redemption terms available for a "Qualifying Disability" under this SRP. Redemption requests following an award by the applicable governmental agency of disability benefits must be accompanied by: (1) the investor's initial application for disability benefits and (2) a Social Security Administration Notice of Award, a U.S. Office of Personnel Management determination of disability, a Veteran's Benefits disability-related discharge or such other documentation issued by the Applicable Governmental Agency that the Company deems acceptable and that demonstrates an award of the disability benefits.

The following disabilities do not entitle a worker to Social Security disability benefits:

- (a) disabilities occurring after the legal retirement age;
- (b) temporary disabilities; and
- (c) disabilities that do not render a worker incapable of performing substantial gainful activity.

(7) **Determination of Incompetence.** In order for a determination of incompetence or incapacitation to entitle a shareholder to the redemption terms available for a "Determination of Incompetence" under this SRP, a state or federal court located in the United States (a "U.S. Court") must declare, determine or find the shareholder to be (a) mentally incompetent to enter into a contract, to prepare a will or to make medical decisions or (b) mentally incapacitated, in both cases such determination must be made by a U.S. Court after the date the shareholder acquired the Shares to be redeemed.

A determination of incompetence or incapacitation by any person or entity other than a U.S. Court, or for any purpose other than those listed above, will not entitle a shareholder to the redemption terms available for a Determination of Incompetence under this SRP. Redemption requests following a Determination of Incompetence by a U.S. Court must be accompanied by the court order, determination or certificate of the court declaring the shareholder incompetent or incapacitated.

(8) **Termination, Suspension or Amendment of the SRP by the Company.** The Company may (a) amend, suspend or terminate the SRP for any reason, or (b) increase or decrease the funding available for the redemption of Shares pursuant to paragraph 4(a) of the SRP, each upon ten business days' notice to the Company's shareholders. The Company may provide notice by including such information in a Current Report on Form 8-K or in its annual or quarterly reports, all publicly filed with the SEC, or in a separate mailing to the shareholders. If and when a secondary market develops, the SRP will terminate.

(9) **Notice of Redemption Requests.** Qualifying Shareholders who desire to redeem their Shares must provide written notice to the Company on the form provided by the Company.

(10) **Liability of the Company.** The Company shall not be liable to any shareholder for any act or omission in connection with the SRP performed (or not performed) in good faith.

(11) **Governing Law.** The SRP shall be governed by the laws of the State of Maryland. **EXHIBIT 4.1**

Exhibit 4.2

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

The following summary of the shares of beneficial interest of Peakstone Realty Trust ("PKST") does not purport to be complete and is qualified in its entirety by reference to, the applicable provisions of our declaration of trust and our bylaws, each of which is incorporated by reference as an exhibit to the Annual Report on Form 10-K (the "Form 10-K") of which this Exhibit is a part, and the applicable provisions of the Maryland General Corporation Law ("MGCL"). Our classes of common shares, as described below, are our only securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Unless the context requires otherwise, all references to the "Company," "we," "our," and "us" in this Exhibit refer solely to PKST and its consolidated subsidiaries. Capitalized terms used but not defined in this Exhibit shall have the meanings set forth in the Form 10-K.

Description of Shares

As of December 31, 2023, Peakstone Realty Trust, a Maryland real estate investment trust (“our,” “we,” “us,” and the “Company”), had its common shares, par value \$0.001 per share, registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Our common shares are listed on the New York Stock Exchange under the ticker symbols “PKST”.

Our declaration of trust authorizes us to issue up to 1,000,000,000 shares of beneficial interest, of which 800,000,000 shares are designated as common shares at \$0.001 par value per share (“common shares”) and 200,000,000 shares are designated as preferred shares at \$0.001 par value per share. Our 800,000,000 common shares are authorized as follows: 60,000,000 shares are classified as Class T shares, 60,000,000 shares are classified as Class S shares, 60,000,000 shares are classified as Class D shares, 60,000,000 shares are classified as Class I shares, 40,000,000 shares are classified as Class A shares, 75,000,000 shares are classified as Class AA shares, 5,000,000 are classified as Class AAA shares and 440,000,000 are classified as Class E shares. Of the 200,000,000 share (“preferred shares that are authorized, 10,000,000 shares have been designated as Series A Cumulative Perpetual Convertible Preferred Shares, shares”). Our Board of Trustees (the “Board”), with the approval of a majority of the trustees and without any action by our shareholders, may amend our declaration of trust to increase or decrease the aggregate number of our authorized shares or the number of shares of any class or series that we have authority to issue.

Our declaration of trust also contains a provision permitting our Board, with the approval of a majority of the trustees and without any action by our shareholders, to classify or reclassify any unissued common share or preferred share into one or more classes or series by setting or changing the preferences, conversion or other rights, voting powers, restrictions, limitations as to distributions or other distributions, qualifications, or terms or conditions of redemption of any new class or series of shares, subject to certain restrictions, including the express terms of any class or series of shares outstanding at the time. We believe that the power to classify or reclassify unissued shares and thereafter issue the classified or reclassified shares provides us with increased flexibility in structuring possible future financings and acquisitions and in meeting other needs that might arise.

Our declaration of trust and our bylaws contain certain provisions that could make it more difficult to acquire control of our Company by means of a tender offer, a proxy contest or otherwise. These provisions are expected to discourage certain types of coercive takeover practices and inadequate takeover bids and to encourage persons seeking to acquire control of our Company to first negotiate first with our Board. We believe that these provisions increase the likelihood that proposals initially will be on more attractive terms than would be the case in their absence and facilitate negotiations that may result in improvement of the terms of an initial offer that might involve a premium price for our common shares or otherwise be in the best interest of our shareholders.

Common Shares

General

Subject to any preferential rights of any other class or series of shares and to the provisions of our declaration of trust regarding the restriction on the transfer of common shares, the holders of common shares are entitled to such distributions as may be authorized from time to time by our Board out of legally available funds and declared by us and upon our liquidation, are will be entitled to receive all share ratably in assets legally available for distribution to our shareholders. shareholders in the event of our

liquidation, dissolution or winding up after payment of or adequate provision for all of its known debts and liabilities.

Upon issuance for full payment, all common shares issued will be fully paid and non-assessable. Holders of common shares will not have preemptive rights, which means that they will not have an automatic option to purchase any new shares that we issue, or preference, conversion, exchange, cumulative, sinking fund, redemption or appraisal rights. Class T shares, Class S shares, Class D shares, Class I shares, Class A shares, Class AA shares, Class AAA shares and Class E shares will vote together as a single class, and each issue. Each common share is entitled to one vote on each matter submitted to a vote at a meeting of our shareholders; provided that with respect to (A) amendments of our declaration of trust which would materially and adversely affect the rights, preferences and privileges of a particular class of common shares; (B) any matter submitted to shareholders that relates solely to a particular class of common shares; and (C) any matter submitted to shareholders in which the interests of a particular class of common shares differ from the interests of any other class of common shares, only the holders of such affected class are entitled to vote. shareholders.

Our declaration of trust does not provide for cumulative voting in the election of our trustees. Therefore, the holders of a majority of our outstanding common shares who are present in person or by proxy at a meeting of shareholders

can elect our entire Board; provided, however, effective as of, trustees and subject to the occurrence of, the listing of a class of our common shares on the New York Stock Exchange (the "Listing"), our trustees will be elected by a plurality of all votes cast at a meeting of shareholders.

There is currently no established public trading market for our common shares. Therefore, until the Listing occurs, there is a risk that a shareholder may not be able to sell our shares at a time or price acceptable to the shareholder, or at all.

Rights Upon Liquidation

In the event of any voluntary or involuntary liquidation, dissolution or winding up of us, or any liquidating distribution of our assets, then such assets, or the proceeds thereof, will be distributed among the holders of Class T, Class S, Class D, Class I, Class A, Class AA, Class AAA and Class E shares ratably in proportion to the respective net asset value per share ("NAV") for each class until the NAV for each class has been paid. Each holder of shares of a particular class of common shares will be entitled to receive, ratably with each other holder of shares of such class, that portion of such aggregate assets available for distribution as the number of outstanding shares of such class held by such holder bears to the total number of shares of such class then outstanding. If there are remaining assets available for distribution to our common shareholders after each class has received its NAV (which is not likely because NAV would be adjusted upward prior to the liquidating distribution), then any such excess will be distributed to holders of our Class T, Class S, Class D, Class I, Class A, Class AA, Class AAA and Class E shares ratably in proportion to the respective NAV for each class.

Preferred Shares

Our declaration of trust authorizes our Board to designate and issue one or more classes or series of preferred shares without shareholder approval and to fix set the voting rights, liquidation preferences, distribution rates, conversion rights, redemption rights and terms, including sinking fund provisions, and certain or other rights, and preferences with respect voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of each such preferred shares, class or series. Because our Board has the power to establish the preferences and rights of each class or series of preferred shares, it may afford the holders of any series or class of preferred shares preferences, powers, and rights senior to the rights of holders of common shares. However, our Board passed a resolution, pursuant to a requirement of the State of Washington, that we will not issue preferred shares with voting rights that will limit or subordinate the voting rights of common shareholders afforded by Section VI.B of the NASAA REIT Guidelines; provided, however, that we may permit preferred shareholders to elect and remove class-specific trustees as long as a majority of trustees are elected by the common shareholders. Payment of any distribution preferences of outstanding preferred shares would reduce the amount of funds available for the payment of distributions on the common shares. Further, holders of preferred shares are normally entitled to receive a preference payment in the event we liquidate, dissolve, or wind up before any payment is made to the common shareholders, likely reducing the amount common shareholders would otherwise receive upon such an occurrence.

The Board designated 10,000,000 authorized but unissued shares of preferred shares as "Series A Cumulative Perpetual Convertible Preferred Shares" (the "Series A Preferred Shares")

Rank

With respect to distribution rights and rights upon liquidation, dissolution or winding up of us, the Series A Preferred Shares rank senior to shares of our common shares.

Liquidation Preference

Upon any voluntary or involuntary liquidation, dissolution or winding up of us, the holders of the Series A Preferred Shares will be entitled to be paid out of our assets legally available for distribution to our shareholders, after payment of or provision for our debts and other liabilities, liquidating distributions, in cash or property at its fair market value as determined by our Board, in the amount, for each outstanding share of Series A Preferred Shares equal to \$25.00 per Series A Preferred Share (the "Liquidation Preference"), plus an amount equal to any accumulated and unpaid distributions to the date of payment, before any distribution or payment is made to holders of shares of our common shares or any other class or series of equity securities ranking junior to the Series A Preferred Shares but subject to the preferential rights of holders of any class or series of equity securities ranking senior to the Series A Preferred Shares. After payment of the full amount of the Liquidation Preference to which they are entitled, plus an amount equal to any accumulated and unpaid distributions to the date of payment, the holders of Series A Preferred Shares will have no right or claim to any of our remaining assets.

In the event that, upon any liquidation of us, our available assets are insufficient to pay the Liquidation Preference on all outstanding Series A Preferred Shares, plus an amount equal to any accumulated and unpaid distributions to the date of such payment and any corresponding amounts payable as liquidating distributions on all other classes or series of equity securities ranking on a parity with the Series A Preferred Shares in the distribution of assets upon a liquidation, then the holders of Series A Preferred Shares and all other such equity securities ranking on a parity with the Series A Preferred Shares will share ratably in any such distribution of assets in proportion to the full liquidating distributions per share to which they would otherwise be respectively entitled.

As of December 31, 2022, we had issued 5,000,000 Series A Preferred Shares, which would represent approximately 12.6% of our common shares on an as converted, fully diluted basis.

Distributions

Subject to the terms of the articles supplementary designating the terms of the Series A Preferred Shares (the "articles supplementary"), the holders of the Series A Preferred Shares are entitled to receive distributions quarterly in arrears at a rate equal to one-fourth (1/4) of the applicable varying rate, as follows:

- i. 6.55% from and after the First Issuance Date, or if the Second Issuance occurs, 6.55% from and after the Second Issuance Date until the five year anniversary of the First Issuance Date, or if the Second Issuance occurs, the five year anniversary of the Second Issuance Date (the "Reset Date"), subject to paragraphs (iii) and (iv) below;
- ii. 6.75% from and after the Reset Date, subject to paragraphs (iii) and (iv) below;
- iii. if a listing of our shares of Class E common shares or the Series A Preferred Shares on a national securities exchange registered under Section 6(a) of the Exchange Act, does not occur by August 1, 2020 (the "First Triggering Event"), 7.55% from and after August 2, 2020, and 7.75% from and after the Reset Date, subject to romanette (iv) below and certain conditions as set forth in the articles supplementary; or
- iv. if such a listing does not occur by August 1, 2021, 8.05% from and after August 2, 2021 until the Reset Date, and 8.25% from and after the Reset Date.

Redemption Rights

The Series A Preferred Shares may be redeemed by us, in whole or in part, at our option, at a per share redemption price in cash equal to \$25.00 per Series A Preferred Share (the "Redemption Price"), plus any accumulated and unpaid distributions on the Series A Preferred Shares up to the redemption date, plus, a redemption fee of 1.5% of the Redemption Price in the case of a redemption that occurs on or after the date of the First Triggering Event, but before the date that is five years from the First Issuance Date.

In the event we fail to effect a listing of our common shares or Series A Preferred Shares by August 1, 2023, the holder of any Series A Preferred Shares has the option to request a redemption of such shares on or on any date following August 1, 2023, at the Redemption Price, plus any accumulated and unpaid distributions up to the redemption date (the "Redemption Right"); provided, however, that no holder of the Series A Preferred Shares shall have a Redemption Right if a listing occurs prior to or on August 1, 2023.

Conversion Rights

Subject to our redemption rights and certain conditions set forth in the articles supplementary, a holder of the Series A Preferred Shares, at his or her option, will have the right to convert such holder's Series A Preferred Shares into shares of our Class E common shares any time after the earlier of (i) August 13, 2023, or if the Second Issuance occurs, five years from the Second Issuance Date or (ii) a Change of Control (as defined in the articles supplementary) at a per share conversion rate equal to the Liquidation Preference divided by the then Common Share Fair Market Value (as defined in the articles supplementary).

Voting Rights

Except as set forth in the articles supplementary, the holders of the Series A Preferred Shares are not entitled to vote at any meeting of our shareholders for election of trustees or for any other purpose or otherwise to participate in any action taken by us or our shareholders.

The foregoing description of the Series A Preferred Shares and the articles supplementary does not purport to be complete and is qualified in its entirety by the articles supplementary.

Registration Rights Agreement

In connection with our merger with Griffin Capital Essential Asset REIT, Inc. ("EA-1"), we assumed, as the successor of EA-1 and its operating partnership, a registration rights agreement (the "Registration Rights Agreement") dated December 14, 2018, among EA-1, its operating partnership and Griffin Capital, LLC ("GC LLC"). Pursuant to the Registration Rights Agreement, GC LLC (or any successor holder) has the right after November 30, 2020 (the "Lock-Up Expiration") to request us to register for resale, under the Securities Act, our

common shares issued or issuable to such holder. The Registration Rights Agreement also grants GC LLC (or any successor holder) certain "piggyback" registration rights after the Lock-Up Expiration.

Meetings and Special Voting Requirements

Subject to restrictions on transfers of our shares set forth in our declaration of trust, and subject to the express terms of any series of preferred shares, each holder of common shares is entitled at each meeting of shareholders to one vote per share owned by such shareholder on all matters submitted to a vote of shareholders, including the election of trustees. There is no cumulative voting in the election of our Board, which means that the holders of a majority of our outstanding common shares who are present in person or by proxy at a meeting of shareholders can elect all of the trustees then standing for election and the holders of the remaining common shares will not be able to elect any trustees; provided, however, effective as of, and subject to the occurrence of, the Listing, our trustees will be elected by a plurality of all votes cast at a meeting of shareholders.

Under Maryland law, a Maryland real estate investment trust generally cannot dissolve, amend its declaration of trust or merge with or convert into another entity, unless the action is advised by its board of trustees and approved by the affirmative vote of shareholders holding at least two-thirds of the shares entitled to vote on the matter. However, a Maryland real estate investment trust may provide in its declaration of trust for approval of these matters by a lesser percentage, but not less than a majority of all of the votes entitled to be cast on the matter. Except for certain amendments described in our declaration of trust that require only approval by our board of trustees, our declaration of trust provides for approval of any of these matters by the affirmative vote of not less than a majority of all of the votes entitled to be cast on such matters.

Restrictions on Ownership and Transfer

In order for us to continue to qualify as a REIT real estate investment trust ("REIT") for U.S. federal income tax purposes under the Internal Revenue Code (the "Code" of 1986, as amended ("Code")), we must meet the following criteria regarding our shareholders' ownership of our shares:

- five or fewer individuals (as defined in the Code to include certain tax exempt organizations and trusts) may not own, directly or indirectly, more than 50% in value of our outstanding shares during the last half of a taxable year; and
- 100 or more persons must beneficially own our shares during at least 335 days of a taxable year of 12 months or during a proportionate part of a shorter taxable year.

We may prohibit certain acquisitions and transfers of shares so as to ensure our continued qualification as a REIT under the Code. REIT. However, we cannot assure our shareholders that this prohibition will be effective. Because we believe it is essential for us to continue to qualify as a REIT, our declaration of trust provides (subject to certain exceptions) that no shareholder may own, or be deemed to own by virtue of the attribution provisions of the Code, more than 9.8% (in value or in number, whichever is more restrictive, as determined in good faith by our Board) of our common shares or more than 9.8% of the value (as determined in good faith by our Board) of the aggregate of our outstanding shares. The 9.8% ownership limit must be measured in terms of the more restrictive of value or number of shares.

Our Board, in its sole and absolute discretion, may waive this exempt, prospectively or retroactively, a particular shareholder from either or both of the ownership limits or establish a different limit on ownership (the "excepted holder limit") if evidence our Board determines that:

- no person's beneficial or constructive ownership of our shares will result in our being "closely held" under Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year) or otherwise failing to qualify to be taxed as a REIT; and
- such shareholder does not and represents that it will not own, actually or constructively, an interest in a tenant of ours (or a tenant of any entity owned or controlled by us) that would cause us to own, actually or constructively, more than a 9.9% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant (or our Board determines that revenue derived from such tenant will not affect our ability to qualify to be taxed as a REIT).

Any violation or attempted violation of the representations or undertakings discussed above will result in such shareholder's shares being automatically transferred to a charitable trust. As a condition of granting the waiver or establishing the excepted holder limit, our Board may require an opinion of counsel or a ruling from the Internal Revenue Service, in either case in form and substance satisfactory to our Board, is presented that in its sole and discretion, in order to determine or ensure our qualification as a REIT and such representations and undertakings from the person requesting the exception as the Board may require in its sole discretion to make the determinations above. Our Board may impose such conditions or restrictions as it deems appropriate in connection with granting such a waiver or establishing an excepted holder limit.

At any time, our Board may from time to time increase or decrease the ownership will not then limits for all other persons, unless, after giving effect to such increase, five or fewer individuals could beneficially own, in the future jeopardize aggregate, more than 49.9% in value of our status as a REIT. Also, these restrictions on transferability and ownership will not apply if our trustees determine that it is no longer in our best interests to continue outstanding shares or we would otherwise fail to qualify as a REIT. A reduced ownership limit will not apply to any person whose percentage ownership of common shares or all shares, as applicable, of ours is, at the effective time of such reduction, in excess of such decreased ownership limit until such time as such person's percentage ownership, equals or falls below the decreased ownership limit, but any further acquisition of shares will violate the decreased ownership limit.

Additionally, our declaration of trust further prohibits the transfer or issuance of our shares if such transfer or issuance:

- with respect to transfers only, results in our common shares being owned by fewer than 100 persons;
- results resulting in our being "closely held" within the meaning of Section 856(h) of the Code; or

- otherwise results in our disqualification as a REIT.

Any attempted transfer of our shares which, if effective, would result in our shares being owned by fewer than 100 persons will be null and void. In the event of any attempted transfer of our shares which, if effective, would result in (1) violation of the ownership **limit limits** discussed above, (2) in our being “closely held” under Section 856(h) of the Code, or (3) our otherwise failing to qualify as a REIT, then the number of shares causing the violation (rounded to the nearest whole share) will be automatically transferred to a trust for the exclusive benefit of one or more charitable beneficiaries, and the proposed transferee will not acquire any rights in the shares. Such shares held in trust will remain issued and outstanding shares and will be entitled to the same rights and privileges as all other shares of the same class or series. The trustee of the beneficial trust, as holder of the shares, will be entitled to receive all distributions authorized by our Board on such securities for the benefit of the charitable beneficiary. Our declaration of trust further entitles the trustee of the beneficial trust to vote all shares held in trust.

4

The Within 20 days of receiving notice from us of the transfer of shares to the trust, the trustee of the beneficial trust may select a transferee to whom the shares may be sold as long as such sale does not violate the 9.8% ownership **limit limits** or the other restrictions on transfer. Upon sale of the shares held in trust, the intended transferee (the transferee of the shares held in trust whose ownership would violate the 9.8% ownership **limit limits** or the other restrictions on transfer) will receive from the trustee of the beneficial trust the lesser of such sale proceeds or the price per share the intended transferee paid for the shares (or, in the case of a gift or devise to the intended transferee, the price per share equal to the market value per share on the date of the transfer to the intended transferee). The trustee of the beneficial trust will distribute to the charitable beneficiary any amount the trustee receives in excess of the amount to be paid to the intended transferee.

In addition, we have the right to purchase any shares held in trust at the lesser of (1) the price per share paid in the transfer that created the shares held in trust (or, in the case of a devise or gift, the market price at the time of the devise or gift), or (2) the **current** market price **at the time our Company accepts such offer**, until the shares held in trust are sold by the trustee of the beneficial trust. An intended transferee must pay, upon demand, to the trustee of the beneficial trust (for the benefit of the beneficial trust) the amount of any distribution we pay to an intended transferee on shares held in trust prior to our discovery that such shares have been transferred in violation of the provisions of our declaration of trust. If any legal decision, statute, rule, or regulation deems or declares the transfer restrictions included in our declaration of trust to be void or invalid, then we may, at our option, deem the intended transferee of any shares held in trust to have acted as an agent on our behalf in acquiring such shares and to hold such shares on our behalf.

Any person who (1) acquires or attempts **or intends** to acquire shares in violation of the foregoing ownership restriction **transfers or receives shares subject to such limitations, or who** would have owned shares that resulted in a transfer to a charitable trust or (2) **proposes or attempts any of the transactions in clause (1),** is required to **immediately** give us written notice of such event or, in the case of such a proposed or attempted transaction, give us at least 15 days' written notice prior to such transaction. **In both cases, such** Such persons must provide to us such other information as we may request in order to determine the effect, if any, of such transfer on our **status qualification** as a REIT. The foregoing restrictions will continue to apply until our Board determines it is no longer in our best interest to continue to qualify as a REIT.

The ownership restriction does not apply to the underwriter in a public offering of shares or to a person or persons so exempted from the ownership limit by our Board based upon appropriate assurances that our qualification as a REIT is not jeopardized. Any person who owns 5% or more of the outstanding shares during any taxable year will be asked to deliver, **within 30 days after the end of each taxable year,** a statement or affidavit setting forth the number of shares beneficially owned, directly or **indirectly, indirectly,** and a description of the manner in which such shares are held.

Distribution Policy

Any distributions to holders of common shares are paid in a specific amount and for holders as of a specified record date. Distributions may be funded with operating cash flow from our properties, offering proceeds raised in any future offerings, from debt proceeds or a combination thereof. Because substantially all of our operations will be performed indirectly through our operating partnership, our ability to pay distributions depends in large part on our operating partnership's ability to pay distributions to its partners, including to us. In the event we do not have enough cash from operations to fund the distributions, we may borrow, issue additional securities or sell assets in order to fund the distributions. We are not prohibited from undertaking such activities by our declaration of trust, our bylaws or investment **policies, and there are no current limits on the amount of distributions to be paid from such funds. policies.** To the extent that we do not have taxable income, distributions paid will be considered a return of capital to shareholders.

Subject to the preferential rights, if any, of holders of any other class or series of our shares **outstanding,** distributions will be authorized at the discretion of our Board **and declared by us,** which will be directed, in substantial part, by its obligation to cause us to comply with the REIT requirements of the Code. Our Board may increase, decrease or eliminate the distribution rate that is being paid at any time.

We To continue to qualify as a REIT, we generally must distribute to our shareholders at least 90% of our REIT taxable income each year, determined without regard to the deduction for dividends paid and excluding any net capital gains, in order to meet the requirements for being treated as a REIT under the Code. gains. Our trustees may authorize distributions in excess of this percentage as they deem appropriate.

Registration Rights Agreement

In connection with our merger with Griffin Capital Essential Asset REIT, Inc. ("EA-1"), we assumed, as the successor of EA-1 and its operating partnership, a registration rights agreement (the "Original Registration Rights Agreement") dated December 14, 2018, among EA-1, its operating partnership and Griffin Capital, LLC ("GC LLC"). On August 2, 2023, Peakstone Realty Trust, PKST OP, L.P. and GC LLC entered into an amended and restated registration rights agreement (the "Amended and Restated Registration Rights Agreement"), which amended certain terms of the Original Registration Rights Agreement. Pursuant to the Amended and Restated Registration Rights Agreement, GC LLC (or certain affiliated successor holders) has the right to request that we register for resale, under the Securities Act of 1933, as amended (the "Securities Act"), our common shares issued or issuable to such holder and GC LLC has the right to request that we register for resale, under the Securities Act, our common shares issued or issuable to certain successor holders. The Amended and Restated Registration Rights Agreement also grants GC LLC (or certain affiliated successor holders) certain "piggyback" registration rights related to certain registered offerings of our common shares.

Our Board

Our declaration of trust provides that the initial number of trustees shall be eight, which number may be increased or decreased from time to time in accordance with our bylaws. Our bylaws provide that the number of our trustees may not be fewer than the minimum number required under the Maryland REIT Law or more than 15. Because our Board has the power to amend our bylaws, it could modify the bylaws to change that range. Subject to the terms of any class or series of preferred shares, vacancies on our Board may be filled only by a majority of the remaining trustees, even if the remaining trustees do not constitute a quorum. Any trustee elected to fill a vacancy will hold office for the remainder of the full term of the trusteeship in which the vacancy occurred and until his or her successor is duly elected and qualifies.

Except as may be provided with respect to any class or series of our shares, at each annual meeting of our shareholders, each of our trustees will be elected by our common shareholders to serve until the next annual meeting of our shareholders and until his or her successor is duly elected and qualifies. A plurality of the votes cast in the election of trustees is sufficient to elect a trustee, and holders of common shares will have no right to cumulative voting in the election of trustees.

Removal of Trustees

Our declaration of trust provides that, subject to the rights of holders of any class or series of preferred shares, a trustee may be removed, but only for cause and then only by the affirmative vote of a majority of the votes entitled to be cast generally in the election of trustees. "Cause" is defined as a conviction of a felony or a final judgment of a court of competent jurisdiction holding that such trustee caused demonstrable, material harm to us through bad faith or active and deliberate dishonesty.

Meetings of Shareholders

Pursuant to our declaration of trust and bylaws, a meeting of our shareholders for the purpose of the election of trustees and the transaction of any business will be held annually on a date and at the time and place set by our Board. In addition, our chairman, chief executive officer, president or a majority of our Board may call a special meeting of our shareholders. Subject to the provisions of our declaration of trust and bylaws, a special meeting of our shareholders will also be called by our secretary upon the written request of the shareholders entitled to cast a majority of all the votes entitled to be cast at the meeting accompanied by the information required by our bylaws. Our secretary will inform the requesting shareholders of the reasonably estimated cost of preparing and delivering the notice of meeting (including our proxy materials), and the requesting shareholders must pay such estimated cost before our secretary is required to prepare and deliver the notice of the special meeting. Only the matters set forth in the notice of any special meeting may be considered and acted upon at such meeting.

Shareholder Liability

Maryland law provides that our shareholders:

- shareholders generally are not personally liable personally for our debts or individually in any manner whatsoever for any debt, act, omission or obligation incurred by us or our Board; and
- are under no obligation to us or our creditors with respect to obligations solely as a result of their shares other than the obligation to pay to us the full amount of the consideration for which their shares were issued. status as shareholders.

Business Combinations

Under certain provisions of the Maryland Business Combination Act (the “MBCA” General Corporation Law (“MGCL”), a “business combination” that are applicable to Maryland real estate investment trusts, certain business combinations between a Maryland real estate investment trust and an interested shareholder or an affiliate of an interested shareholder is are prohibited for five years after the most recent date on which the interested shareholder becomes an interested shareholder. These business combinations include a merger, consolidation, share exchange, or, in circumstances specified in the statute, an asset transfer or issuance or reclassification of equity securities. An interested shareholder is defined as:

5

- any person who beneficially owns 10% or more of the voting power of the real estate investment trust’s outstanding voting shares; or
- an affiliate or associate of the real estate investment trust who, at any time within the two-year period prior to the date in question, was the beneficial owner, directly or indirectly, of 10% or more of the voting power of the then outstanding voting shares of the real estate investment trust.

A person is not an interested shareholder under the statute if our Board approved in advance the transaction by which such person otherwise would have become an interested shareholder. However, in approving a transaction, our Board may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by our Board.

After the five-year prohibition, any business combination between the Maryland real estate investment trust and an interested shareholder generally must be recommended by the board of trustees of the real estate investment trust and approved by the affirmative vote of at least:

- 80% of the votes entitled to be cast by holders of outstanding shares of voting shares of the real estate investment trust; and
- two-thirds of the votes entitled to be cast by holders of voting shares of the real estate investment trust other than shares held by the interested shareholder with whom or with whose affiliate the business combination is to be effected or held by an affiliate or associate of the interested shareholder.

These super-majority voting requirements do not apply if the real estate investment trust’s common shareholders receive a minimum price, as defined under in the MBCA, MGCL, for their shares in the form of cash or other consideration in the same form as previously paid by the interested shareholder for its shares.

The statute permits various exemptions from its provisions, including business combinations that are exempted by the board of trustees before the time that the interested shareholder becomes an interested shareholder. As permitted by the MGCL, statute, we have elected by resolution of our board of trustees Board to opt out of the MBCA, business combination act. However, we cannot assure you that our board of trustees Board will not opt to be subject to such provisions in the future, including opting to be subject to such provisions retroactively, future.

Control Share Acquisitions

With some exceptions, The MGCL provides with regards to Maryland real estate investment trusts that the Maryland Control Share Acquisition Act (the “MCSAA”) provides that holder of control shares of a Maryland real estate investment trust acquired in a control share acquisition have has no voting rights except to the extent approved by a vote of shareholders holding entitled to cast two-thirds of the votes entitled to be cast on the matter, excluding “control shares:”

- matter. Shares owned by the acquiring person;
- owned person, or by our officers; and
- owned officers or by trustees who are our employees, who are also trustees, excluded from shares entitled to vote on the matter.

“Control shares” means are voting shares which, if aggregated with all other voting shares owned by an acquiring person or shares for which the acquiring person can is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquiring person to exercise voting power in electing trustees within one of the following ranges of voting power:

- one-tenth or more but less than one-third;
- one-third or more but less than a majority; or
- a majority or more of all voting power.

Control shares do not include shares the acquiring person is then entitled to vote as a result of having previously obtained shareholder approval. A control share acquisition occurs when, subject to some exceptions, a person directly or indirectly acquires ownership or the power to direct the exercise of voting power (except solely by virtue of a revocable proxy) of issued and outstanding control shares. A person who has made or proposes to make a control share acquisition, upon satisfaction of some specific certain conditions, including an undertaking to pay expenses, may compel our Board to call a special meeting of our shareholders to be held within 50 days of a demand to consider the voting rights of the control shares. If no request for a meeting is made, we may present the question at any shareholders' meeting.

If voting rights are not approved at the meeting or if the acquiring person does not deliver an acquiring person statement as required by the MCSAA, statute, then, subject to some certain conditions and limitations, we may redeem any or all of the control shares (except those for which voting rights have been previously approved) for fair value determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquiror or, of any if a meeting of shareholders is held at which the voting rights of such shares are considered and not approved, approved, as of the date of the meeting. If voting rights for control shares are approved at a shareholders meeting and the acquiror becomes entitled to vote a majority of the shares entitled to vote, all other shareholders may exercise

6

appraisal rights. The fair value of the shares as determined for purposes of such appraisal rights may not be less than the highest price per share paid by the acquiror in the control share acquisition.

The MCSAA control share acquisition statute does not apply to (a) (1) shares acquired directly from the Company, (2) shares acquired in a merger, consolidation, or share exchange if we are a party to the transaction or (b) (3) to acquisitions approved or exempted by our declaration of trust or our bylaws.

As permitted by the MCSAA, our Our bylaws contain a provision exempting from the control share acquisition statute any and all acquisitions by any person of our common shares. There can be no assurance that this provision will not be amended or eliminated at any time in the future.

Subtitle 8

Subtitle 8 of Title 3 of the MGCL permits a Maryland real estate investment trust with a class of equity securities registered under the Exchange Act and at least three independent trustees to elect to be subject, by provision in its declaration of trust or bylaws or a resolution of its board of trustees and notwithstanding any contrary provision in the declaration of trust or bylaws, to any or all of the following five provisions:

- a classified board;
- a two-thirds vote requirement for removing a trustee;
- a requirement that the number of trustees be fixed only by vote of the trustees;
- a requirement that a vacancy on our Board be filled only by the remaining trustees and for the remainder of the full term of the class of trustees in which the vacancy occurred; and
- a majority requirement for the calling of a special meeting of shareholders.

Our bylaws currently provide that vacancies on our Board may be filled only We have elected by the remaining trustees and for the remainder of the full term of the trusteeship a provision in which the vacancy occurred. In addition, our declaration of trust to be subject to the provisions of Subtitle 8 relating to the filling of vacancies on our Board. Through provisions in the declaration of trust and our bylaws also unrelated to Subtitle 8, we (i) vest in our Board the exclusive power to fix the number of trusteeships.

Anti-takeover Effect of Certain Provisions of Maryland Law trusteeships and of Our Declaration of Trust and Bylaws

The advance notice provisions (ii) require, unless called by our chairman, chief executive officer, president or a majority of our bylaws could delay, defer or prevent Board, the written request of shareholders entitled to cast a transaction or a change in control that might involve a premium price for holders majority of our common shares or otherwise be in their best interest. Likewise, if our Board were to opt in to the MBCA or certain provisions of Subtitle 8 of Title 3 all of the MGCL, votes entitled to the extent we have not already done so,

or if the provisions in our bylaws opting out of the MCSAA were amended or rescinded, these provisions of the MGCL could have similar anti-takeover effects. be cast at such a meeting to call a special meeting.

Advance Notice of **Trustee** Trustees Nominations and New Business

Our bylaws provide that with respect to an annual meeting of shareholders, nominations of individuals for election to our Board as trustees and the proposal proposals of business to be considered by shareholders at any annual meeting may be made only (1) pursuant to our notice of the meeting, (2) by or at the direction of our Board or (3) by any shareholder who was a shareholder of record at the time of giving the notice required by our bylaws and at the time of the meeting, who is entitled to vote at the meeting in the election of each of the individuals so nominated or on such other proposed business and who has complied with the advance notice procedures of our bylaws. With respect Shareholders generally must provide notice to special meetings our secretary not earlier than the 150th day or later than the close of shareholders, only business on the 120th day before the first anniversary of the date of our proxy statement for the preceding year's annual meeting.

Only the business specified in our the notice of the meeting may be brought before the meeting. a special meeting of our shareholders. Nominations of individuals for election to our Board as trustees at a special meeting of shareholders may be made only (A) pursuant to our notice (1) by or at the direction of the meeting, (B) by our Board or (C) provided that (2) if the special meeting has been called in accordance with our Board has determined that bylaws for the purpose of electing trustees, will be elected by a shareholder who is a shareholder of record both at the meeting, time of giving the notice required by a shareholder our bylaws and at the time of the special meeting, who is entitled to vote at the meeting in the election of each individual so nominated and who has complied with the advance notice provisions procedures of our bylaws. Shareholders generally must provide notice to our secretary not earlier than the 120th day before such special meeting or later than the later of the close of business on the 90th day before the special meeting or the tenth day after the first public announcement of the date of the special meeting and the nominees of our Board to be elected at the meeting.

A shareholder's notice must contain certain information specified by our bylaws about the shareholder, its affiliates and any proposed business or nominee for election as a trustee, including information about the economic interest of the shareholder, its affiliates and any proposed nominee.

Approval of Extraordinary REIT Action; Amendment of Declaration of Trust and Bylaws

Under Maryland law, a Maryland real estate investment trust generally cannot dissolve, amend its declaration of trust or merge with or convert into another entity, unless the action is advised by its board of trustees and approved by the affirmative vote of shareholders holding at least two-thirds of the shares entitled to vote on the matter. However, a Maryland real estate investment trust may provide in its declaration of trust for approval of these matters by a lesser percentage, but not less than a majority of all of the votes entitled to be cast on the matter. Except for certain amendments described in our declaration of trust that require only approval by our Board, our declaration of trust provides for approval of any of these matters by the affirmative vote of not less than a majority of all of the votes entitled to be cast on such matters. Under the declaration of trust, subject to the provisions of any class or series of shares of beneficial interest then outstanding and any mandatory provisions of applicable law, shareholders are only entitled to vote on (1) the election or removal of trustees, (2) certain amendments to the declaration of trust, (3) a merger or consolidation of the Company into another entity and (4) such other matters as the Board directs be submitted to shareholders for approval or ratification. Accordingly, shareholders are not entitled to vote on the liquidation or dissolution of the Company, unless the Board determines otherwise.

Our Board has the power to adopt, alter or repeal any provision of our bylaws and to make new bylaws. In addition, shareholders may alter, amend or repeal any provision of our bylaws and adopt new bylaws with the approval by a majority of the votes entitled to be cast on the matter.

Limitation of Liability and Indemnification of Trustees and Officers

Maryland law provides that permits a trustee has no liability in that capacity if he or she performs his or her duties in good faith, in a manner he or she reasonably believes to be in the Maryland real estate investment trust's best interests and with the care that an ordinarily prudent person trust to include in a like position would use under similar circumstances. Our its declaration of trust requires us to indemnify our a provision eliminating the liability of its trustees and officers to the maximum extent permitted under Maryland law. Additionally, our real estate investment trust and its shareholders for money damages except for liability resulting from actual receipt of an improper benefit or profit in money, property or services or active and deliberate dishonesty that was established by a final judgment and was material to the cause of action. Our

declaration of trust limits the liability of our trustees and officers for monetary damages to the maximum extent permitted under Maryland law.

Maryland law permits a Maryland real estate investment trust to indemnify and advance expenses to its trustees and officers to the same extent as permitted for directors and officers of Maryland corporations. The MGCL requires a Maryland corporation (unless its charter provides otherwise, which our declaration of trust does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she is made a party by reason of his or her service in that capacity. The MGCL permits a Maryland corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually

incurred by them in connection with any proceeding to which they may be made or threatened to be made a party by reason of their service in those or other capacities unless it is established that:

- the act or omission of the director or officer was material to the matter giving rise to the proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty;
- the director or officer actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful.

Under the MGCL, a Maryland corporation may not indemnify a director or officer in a suit by or on behalf of the corporation in which the director or officer was adjudged liable to the corporation or in a suit in which the director or officer was adjudged liable on the basis that personal benefit was improperly received. Nevertheless, a court may order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification, even though the director or officer did not meet the prescribed standard of conduct or was adjudged liable on the basis that personal benefit was improperly received. However, indemnification for an adverse judgment in a suit by or on behalf of the corporation, or for a judgment of liability on the basis that personal benefit was improperly received, is limited to expenses.

In addition, the MGCL permits a Maryland corporation to advance reasonable expenses to a director or officer upon its receipt of:

- a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation; and
- a written undertaking by the director or officer or on the director's or officer's behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the director or officer did not meet the standard of conduct.

Our declaration of trust requires us, to the maximum extent permitted by Maryland law in effect from time to time, to indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, pay or reimburse reasonable expenses in advance of final disposition of a proceeding to:

- any present or former trustee or officer; or
- any individual who, while a trustee and at our request, serves or has served as a director, trustee, officer, member, manager, partner or trustee of another corporation, real estate investment trust, limited liability company, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his or her service in any of these capacities.

Our declaration of trust also permits us to indemnify and advance expenses to any employee or agent of ours or a predecessor of ours. The former directors and officers of EA-1 also have indemnification agreements that we previously assumed for claims relating to such person's status as a former director or officer of EA-1. Further, our charter permits the Company, with the approval of our Board, to provide such indemnification and advancement of expenses to any of our employees or agents. As a result, we and our shareholders may have more limited rights against our trustees, officers, employees and agents, than might otherwise exist under common law, which could reduce our shareholders' and our recovery against them. In addition, we may be obligated to fund the defense costs incurred by our trustees, officers, employees and agents in some cases which would decrease the cash otherwise available for distribution to our shareholders.

Exclusive Forum

7

Our bylaws provide that, to the fullest extent permitted by law, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (a) (1) any Internal Corporate Claim, as such term is defined in the MGCL, (2) any derivative action or proceeding brought in our right or on our behalf, (b) (3) any action asserting a claim of breach by any trustee, officer, or other employee or agent of the Company of a duty owed to the Company or the Company's shareholders, or of any standard of conduct set forth in the Maryland statute governing real estate investment trusts formed under the laws of that state (the "MRL"), (c) (4) any action asserting a claim against us or any trustee, officer, other employee

or agent of ours arising pursuant to any provision of the MRL Maryland REIT Law or our declaration of trust or bylaws or (d) (5) any action asserting a claim governed by the internal affairs doctrine shall be the Circuit Court for Baltimore City, Maryland, (and we and our shareholders consent to the assignment of any such proceeding pending in such Court to the Business & Technology Case Management Program), or, if that Court court does not have jurisdiction, the United States District Court for the District of Maryland, Baltimore Division.

Share Redemption Program

Prior Our bylaws also provide that, to its suspension the fullest extent permitted by law, unless we consent in February 2023 in anticipation writing to the selection of an alternative forum, the federal district courts of the proposed Listing, United States of America shall be the Company had adopted sole and exclusive forum for the share redemption program (the "SRP") resolution of any complaint asserting a cause of action arising under the Securities Act of 1933.

REIT Qualification

Our declaration of trust provides that enabled our Board may revoke or otherwise terminate our REIT election, without approval of our shareholders, to sell their shares to the Company in limited circumstances. The SRP was previously suspended on October 1, 2021 but resumed on a limited basis on August 5, 2022. Prior to its most recent suspension, the SRP was available only for redemptions in connection with a holder's death, qualifying disability or determination of incompetence or incapacitation. Under the SRP in place at the time of the February 2023 suspension, the cap on quarterly redemptions was if it determines that it is no longer tied in our best interest to the NAV of shares issued under the distribution reinvestment plan (the "DRP") and was a dollar amount attempt to, be set by the Board and disclosed by the Company. Quarterly redemptions were capped at \$5 million (or some other quarterly or annual amount determined by the Board and announced at least 10 business days before the applicable redemption date). In addition, during any calendar year, with respect continue to, each share class, the Company was permitted to redeem no more than 5% of the weighted-average number of shares of such class outstanding during the prior calendar year.

Under the SRP, when the SRP is not suspended, the Company will redeem shares as of the last business day of each quarter. The redemption price is equal to the most recently published NAV per share for the applicable class prior to quarter end. Redemption requests must be received by 3:00 p.m. (Central time) one business day before on the last business day of the applicable quarter. Redemption requests exceeding the quarterly cap are filled on a pro rata basis, except that if pro rata redemption would result in a shareholder owning less than the minimum balance of \$2,500 of the Company's common shares, then the Company would redeem all of such shareholder's shares to the extent that there are funds available. All unsatisfied redemption requests were treated qualify as a request REIT. Our declaration of trust also provides that our Board may determine that compliance with any restriction or limitation on ownership and transfer of our shares contained in our declaration of trust is no longer required for redemption at the redemption date unless withdrawn by the shareholder. us to qualify as a REIT.

Distribution Reinvestment Plan

We have adopted the DRP, which allows our shareholders to have dividends and other distributions otherwise distributable to them invested in additional common shares. On October 1, 2021, the Board approved a suspension of the DRP, effective October 11, 2021. No sales commissions or dealer manager fees will be paid on shares sold through the DRP, but the DRP shares will be charged the applicable distribution fee payable with respect to all shares of the applicable class. The purchase price per share under the DRP is equal to the NAV per share applicable to the class of shares purchased, calculated using the most recently published NAV available at the time of reinvestment. The Company may amend or terminate the DRP for any reason at any time upon 10 days' prior written notice to shareholders, which may be provided through the Company's filings with the SEC.

8

11

EXHIBIT 10.1

AMENDMENT No. 2

TO

GRIFFIN PEAKSTONE REALTY TRUST INC.

SECOND AMENDED AND RESTATED

EMPLOYEE AND DIRECTOR TRUSTEE LONG-TERM INCENTIVE PLAN

Dated as of: January 19, 2023

TABLE OF CONTENTS

	Page
1. PURPOSES OF THE PLAN; PRIOR PLAN; AND DEFINITIONS	4
1.1 Purposes	4
1.2 Prior Plan	4
1.3 Definitions	4
2. ELIGIBLE PERSONS	10
3. SHARES OF STOCK SUBJECT TO THIS PLAN	10
3.1 Share Limits	10
4. ADMINISTRATION	11
4.1 Committee	11
4.2 Duration, Removal, Etc	11
4.3 Meetings and Actions of Committee	11
4.4 Committee's Powers	11
4.5 Prohibition Against Repricing	12
5. GRANT OF OPTIONS	12
5.1 Written Agreement	12
5.2 Annual \$100,000 Limitation on ISOs	12
6. CERTAIN TERMS AND CONDITIONS OF OPTIONS AND OTHER AWARDS	13
6.1 All Awards	13
6.2 Terms and Conditions to Which Only NQOs Are Subject	15
6.3 Terms and Conditions to Which Only ISOs Are Subject	15
6.4 Surrender of Options	15
7. RESTRICTED STOCK	16
7.1 Grant	16
7.2 Restrictions	16
7.3 Distributions	16
8. STOCK APPRECIATION RIGHTS	16
9. DISTRIBUTION EQUIVALENT RIGHTS	17
9.1 General	17
9.2 Awards	17
9.3 Payments	17
10. RESTRICTED STOCK UNITS	17
10.1 Grant	17
10.2 Award Restrictions	17
10.3 Payment of Restricted Stock Units	17
11. OTHER EQUITY-BASED AWARDS	17
11.1 Grant	18
11.2 Terms and Conditions	18
11.3 Payment or Settlement	18
12. PERFORMANCE-BASED AWARDS	18

12.1	Performance Goal Conditions	18
12.2	Certification of Goal Achievement	18
13.	CHANGE IN CONTROL	18
14.	COMPLIANCE WITH LAWS	19
15.	EMPLOYMENT OR OTHER RELATIONSHIP	20
16.	AMENDMENT, SUSPENSION AND TERMINATION OF THIS PLAN	20
17.	AWARD AMENDMENT	20
18.	LIABILITY AND INDEMNIFICATION OF THE COMMITTEE	20
19.	SECURITIES LAW LEGENDS	21
20.	SEVERABILITY	21
21.	GOVERNING LAW	21
22.	MISCELLANEOUS	21
22.1	Forfeiture Provisions	21
22.2	Compensation Recovery	21
22.3	Limitations Applicable to Section 16	22
22.4	Effect of Plan Upon Other Incentive and Compensation Plans	22
22.5	Section 83(b) Election Prohibited	22

THIS AMENDMENT NO. 2 TO 1. PURPOSES OF THE GRIFFIN REALTY TRUST, INC. AMENDED PLAN; PRIOR PLAN; AND RESTATED EMPLOYEE AND DIRECTOR LONG-TERM INCENTIVE PLAN DEFINITIONS

1.1 Purposes. (the "Plan") is made as The purposes of this 19th day of January, 2023 by Griffin the Peakstone Realty Trust (the "Company" "Company"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan.

WHEREAS, the Company maintains the Plan, as amended and restated effective March 30, 2020, and as further amended on July 1, 2021; and

WHEREAS, on January 19, 2023, the Company filed Articles of Conversion and a Declaration of Trust to convert the form of organization of the Company from a Maryland corporation to a Maryland real estate investment trust and change its name from Griffin Realty Trust, Inc. to Griffin Realty Trust;

WHEREAS, the Company desires to amend the Plan to reflect the updated name of the Company and the form of organization of the Company.

NOW, THEREFORE, the Plan is hereby amended effective as of January 19, 2023, as follows:

1. The name of the Plan is the "Griffin Realty Trust Second Amended and Restated Employee and Trustee Long-Term Incentive Plan." Plan are to:

(a) provide incentives to individuals chosen to receive share-based awards because of their ability to improve operations and increase profits;

2. The definition (b) encourage selected persons to accept or continue employment or other service relationship with the Company or any Affiliate of the "Company" set forth Company; and

(c) increase the interest of Trustees in Section 1.1 is hereby the Company's welfare through their participation in the growth in value of the Company's Shares.

To accomplish these purposes, this Second Amended and Restated Employee and Long-Term Incentive Plan provides a means whereby Employees of the Company or any Affiliate that the Committee deems important to the Company's long-term success, Trustees and other enumerated persons may receive Awards.

1.2 Prior Plan. The Employee and Trustee Long-Term Incentive Plan was adopted by the Board on April 22, 2014 and was subsequently approved by the shareholders of the Company ("Shareholders") on July 31, 2014 (the "Original Plan"). The First Amended and Restated Employee and Trustee Long-Term Incentive Plan was adopted by the Board on March 30, 2020 and was subsequently approved by the Shareholders on June 15, 2020 (the "First AR Plan") (the Original Plan, as amended and restated as follows:

Griffin Realty Trust by the First AR Plan, the "Prior Plan"). As of April 5, 2023 (the "Company" "Effective Date")

3. The definition of , the "Plan" set forth in Section 1.1 is hereby amended and restated as follows:

the Griffin Realty Trust Board has adopted this Second Amended and Restated Employee and Trustee Long-Term Incentive Plan (the "Second AR Plan") which is a continuation of the Prior Plan, but is intended to amend, restate and fully supersede the terms of such Prior Plan (the Prior Plan as amended and restated by the Second AR Plan is hereinafter, the "Plan"). For the avoidance of doubt, any Awards that have been granted prior to the Effective Date shall be governed by the terms of the Original Plan or First AR Plan, as applicable.

1.3 Definitions. For purposes of this Plan, the following terms have the following meanings:

"Affiliate" means any Person, whose employees (as such term is defined in the instructions to Form S-8 registration statement under the Securities Act) are eligible to receive Awards under the Plan. The determination of whether a Person is an Affiliate shall be made by the Committee acting in its sole and absolute discretion.

"Applicable Laws" means the requirements relating to the administration of Awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the shares of Shares are listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

"Award" means any award under this Plan, including any grant of Options, Restricted Stock, Share Appreciation Rights, Distribution Equivalent Rights, Restricted Stock Units, or Other Equity-Based Awards (including OP Units or LTIP Units).

"Award Agreement" means, with respect to each Award, the written agreement executed by the Company and the Participant or other written document approved by the Committee setting forth the terms and conditions of the Award.

"Board" means the Board of Trustees of the Company.

"Cause," unless otherwise defined in an Employee's employment agreement, means matters which, in the judgment of the Committee, constitute any one or more of the following: (i) default

4. The definition

or breach of "Articles any of Incorporation" set forth in Section 1.3 the provisions of any agreement that the Participant may have with the Company or any Affiliate or Subsidiary; (ii) actions constituting fraud, abuse, dishonesty, embezzlement, destruction or theft of Company property, or breach of the duty of loyalty owed by the Participant to the Company; (iii) conviction of a felony; (iv) furnishing materially false, inaccurate, misleading or incomplete information to the Company; (v) actions constituting a material breach of the Company's Code of Ethics and Business Conduct, the Company's employee handbook or any other Company policy; (vi) willful failure to follow reasonable and lawful directives of the Participant's supervisor, or any of the Company's senior executive officers, which are consistent with the Participant's job responsibilities and performance; or (vii) failure to satisfy the requirements of the Participant's job, regardless whether or not

such failure is willful, including the failure to satisfy the objectives of any action plan or performance improvement plan that the Participant may be under. Any determination of Cause for purposes of the Plan or any Award shall be made by the Committee in its sole discretion. Any such determination shall be final and binding on a Participant. If "Cause" is hereby deleted and each reference to "Articles of Incorporation" otherwise defined in an Employee's employment agreement, the definition in the employment agreement shall be effective for purposes of the Plan is replaced with "Declaration" respect to the Employee in question.

"Change in Control" means the happening of Trust" which is defined any of the following:

(i) one Person (or more than one Person acting as follows: a group) acquires ownership of Shares of the Company that, together with the Shares held by such Person or group, constitutes more than 50% of the total fair market value or total voting power of the Shares of the Company; provided, that, a Change in Control shall not occur if any Person (or more than one Person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company's Shares and acquires additional Shares; or

(ii) one Person (or more than one Person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's Shares possessing 30% or more of the total voting power of the Shares of the Company; or

"Declaration(iii) a majority of the members of the Board are replaced during any twelve-month period by trustees whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) one Person (or more than one Person acting as a group), acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately before such acquisition(s).

"Change in Control Price" means the closing price (or, if the shares are not traded on an exchange, the last sale price or closing "asked" price) per share paid for the purchase of Common Shares in a national securities market on the date the Change in Control occurs.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Committee" has the meaning given it in Section 4.1.

"Common Shares" or "Shares" means common shares of beneficial interest of the Company, \$0.001 par value per share.

"Company" has the meaning given it in Section 1.1.

"Declaration of Trust" means the Declaration of Trust of the Company as the same may be amended from time to time.

5. The definition of "Common Stock" and "Stock" set forth in Section 1.3 of the Plan is hereby deleted and each reference to "Common Stock" or "Stock" in the Plan is replaced with "Common Shares" or "Shares", respectively, which are defined as follows:

"Disability" has the same meaning as provided in the long-term disability plan or policy maintained by the Company or if applicable, most recently maintained, by the Company or if applicable, a Subsidiary or Affiliate, for the Participant, whether or not that Participant actually receives disability benefits under the plan or policy. If no long-term disability plan or policy was ever maintained on behalf of Participant or if the determination of Disability relates to an Incentive Share Option, Disability means Permanent and Total Disability as defined in Section 22(e)(3) of the Code. In a dispute, the determination whether a Participant has suffered a Disability will be made by the Committee and may be supported by the advice of a physician competent in the area to which that Disability relates.

"Common Shares" "Distribution Equivalent Right" means an Award of rights pursuant to Section 9.

"Effective Date" has the meaning given it in Section 1.2.

"Employee" has the meaning ascribed to it for purposes of Section 3401(c) of the Code and the Treasury Regulations adopted under that Section. An Employee includes an officer or "Shares" a Trustee who is an Employee of the Company.

"Employment" means, common except as otherwise required by Section 409A of the Code, employment with the Company or any Affiliate or Subsidiary, and shall include the provision of services as a Non-Employee Trustee or consultant for the Company or any Affiliate or Subsidiary. A Participant's Employment shall terminate on the date the Participant is no longer Employed by an entity that is at least one of (i) the Company, (ii) an Affiliate or (iii) a Subsidiary as of such date. "Employed" shall have a correlative meaning.

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

"Exercise Notice" has the meaning given it in Section 6.1(e).

"Fair Market Value" means with respect to Shares:

(i) if the Shares is listed on any established national securities exchange, the Fair Market Value of shares of beneficial interest Shares shall be the closing sales price for the Shares, or the mean between the high bid and low asked prices if no sales were reported, as quoted on such exchange (or, if the Shares is listed on more than one exchange, then on the largest such exchange) for the date the value is to be determined (or if there are no sales or bids for such date, then for the last preceding business day on which there were sales or bids), as reported in The Wall Street Journal or similar publication; or

(ii) if the Shares is regularly quoted by a recognized securities dealer but selling prices are not reported, or if there is no market for the Shares, the Fair Market Value of the shares of Shares shall be determined in good faith by the Committee by the reasonable application of a reasonable valuation method, with reference to all information material to the value of the Company, \$0.001 par including by way of example, the Company's net worth, prospective earning power, distribution-paying capacity and other relevant factors, including the goodwill of the Company, the economic outlook in the Company's industry, the Company's position in the industry and its management, and the values of stock of other enterprises in the same or similar lines of business;

provided, however, that for purposes of granted Nonqualified Share Options or Share Appreciation Rights, Fair Market Value of Shares shall be determined in accordance with the requirements of Code Section 409A, and for purposes of granting Incentive Share Options, Fair Market Value of Shares shall be determined in accordance with the requirements of Code Section 422.

"Grant Date" has the meaning given it in Section 6.1(b).

"Incentive Share Option" or "ISO" means any Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code, and any successor provision.

"LTIP Units" means units of partnership interest designated as LTIP Units, including one or more classes of profit interests, in PKST OP, L.P. Awards of LTIP Units are intended to qualify as "profits interests" within the meaning of IRS Revenue Procedure 93-27, as clarified by IRS Revenue Procedure 2001-43, with respect to a Participant in the Plan who is rendering services to or for the benefit of the Company, including its Subsidiaries.

"Non-Employee Trustee" means a person who is a non-employee trustee as defined in Rule 16b-3.

"Non-Qualified Share Option" or "NQO" means any Option that is not an Incentive Share Option.

"Option" means an option granted under Section 5.

"OP Units" means units of limited partnership of PKST OP, L.P., subject to the rights, preferences and other privileges as designated in the Partnership Agreement.

"Other Equity-Based Award" means any award other than an Option, Restricted Stock, Share Appreciation Right, Distribution Equivalent Right Award or Restricted Stock Unit, which, subject to such terms and conditions as may be prescribed by the Committee, entitles a Participant to receive shares of Common Shares or rights or units valued in whole or in part by reference to, or otherwise based on, shares of Common Shares or distributions on shares of Common Shares, including, without limitation, OP Units and LTIP Units.

"Participant" means an eligible person who is granted an Award.

"Partnership Agreement" means the Seventh Amended and Restated Limited Partnership Agreement of PKST OP, L.P., as such agreement may be further amended from time to time.

"Performance-Based Award" means any Award that is made subject to Performance Goals.

"Performance Goals" means any one or more of the following performance goals, either individually, alternatively or in any combination, applied to either the Company as a whole or to a business unit or Affiliate, either individually, alternatively or in combination, and measured either quarterly, annually or cumulatively over a period of quarters or years, on an absolute basis or relative to a pre-established target, to previous quarter's or years' results or to a designated comparison group, any of which may be measured on an aggregate or per share basis, in each case as specified by the Committee in the Award Agreement:

- (i) earnings before any one or more of the following: interest, taxes, depreciation or amortization,
- (ii) net income (loss) (either before or after interest, taxes, depreciation and/or amortization),
- (iii) changes in the market price of the Shares (on a per share or aggregate basis),
- (iv) economic value per share added,
- (v) funds from operations or similar measure,
- (vi) sales or revenue,
- (vii) acquisitions or strategic transactions,

-
- 6. (viii) operating income (loss),
 - (ix) cash flow (including, but not limited to, operating cash flow and free cash flow),
 - (x) return on capital, assets, equity, or investment,
 - (xi) shareholder returns (including total returns calculated to include aggregate Shares appreciation and total dividends paid, assuming full reinvestment of dividends, during the applicable period),
 - (xii) cash available,
 - (xiii) return on sales,
 - (xiv) gross or net profit levels,
 - (xv) productivity,
 - (xvi) expense levels or management,
 - (xvii) margins,
 - (xviii) operating efficiency,
 - (xix) customer/tenant satisfaction,
 - (xx) working capital,
 - (xxi) earnings (loss) per share of Shares,
 - (xxii) revenue or earnings growth,
 - (xxiii) number of securities sold,
 - (xxiv) the Company's ranking against selected peer groups,
 - (xxv) "same-store" performance from period to period,

- (xxvi) leasing or occupancy rates,
- (xxvii) number of properties under management,
- (xxviii) objectively determinable capital deployment,
- (xxix) objectively determined expense management,
- (xxx) performance against budget,
- (xxxi) reduction of debt or borrowing costs,
- (xxxii) early extinguishment of debt,
- (xxxiii) disposition of properties or other assets or entities,
- (xxxiv) sales or market shares,

-
- (xxxv) number of customers,
 - (xxxvi) productivity of employees as measured by revenues, cost, or earnings per employee,
 - (xxxvii) establishment of a trading market for the Company's Shares,
 - (xxxviii) geographic footprint,
 - (xxxix) various "non-GAAP" financial and operational measures customarily used in evaluating the performance of REITs,
 - (xl) other performance goals established by the Committee from time to time, and
 - (xli) any combination of the foregoing.

The Committee may appropriately adjust any evaluation of performance under a Performance Goal to remove the effect of equity compensation expense under FAS 123R; amortization of acquired technology and intangibles; asset write-downs; litigation or claim judgments or settlements; the effect of changes in or provisions under tax law, accounting principles or other such laws or provisions affecting reported results; accruals for reorganization and restructuring programs; discontinued operations; and any items that are extraordinary, unusual in nature, nonrecurring or infrequent in occurrence.

"Performance Period" means, with respect to an Award, a period of time within which the Performance Goals relating to such Award are to be measured. The Performance Period will be established by the Committee at the time the Award is granted.

"Person" means a corporation, partnership, trust, association or any other entity.

"Plan" has the meaning given it in Section 1.2.

"Qualifying Termination" means, with respect to a Participant, a termination of such Participant's Employment by the Company (and all then-Affiliates or Subsidiaries) without Cause following a Change in Control of the Company. It is understood that a Participant shall not have a Qualifying Termination by virtue of ceasing to be Employed by an entity or its subsidiaries undergoing a Change in Control where, following such Change in Control, the Participant remains Employed by an entity that is at least one of (i) the Company or (ii) any entity that was an Affiliate or Subsidiary undergoing a Change in Control immediately prior to such Change in Control. Notwithstanding the foregoing, payments on account of a Participant's Qualifying Termination that constitute "deferred compensation" within the meaning of Section 409A of the Code shall not commence unless and until the Participant has also incurred a "separation from service" within the meaning of Code Section 409A.

"Related Corporation" means a parent or Subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code.

"Restricted Stock" means an Award granted under Section 7.

"Restricted Stock Unit" means a bookkeeping entry used by the Company to record and account for the grant of an Award of restricted Common Shares under Section 10 of the Plan until the Award is paid, canceled, forfeited or terminated, as the case may be.

"Rule 16b-3" means Rule 16b-3 adopted under Section 16(b) of the Exchange Act or any successor rule, as it may be amended from time to time, and references to paragraphs or clauses of Rule 16b-3 refer to the corresponding paragraphs or clauses of Rule 16b-3 as it exists at the Effective Date or the comparable paragraph or clause of Rule 16b-3 or successor rule, as that paragraph or clause may thereafter be amended.

"Share Appreciation Right" means an Award granted under Section 8.

"Section 16(b)" means Section 16(b) under the Exchange Act.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Subsidiary" means a corporation or other business entity in which the Company directly or indirectly has an ownership interest of 50% or more.

"Ten Percent Shareholder" means any person who, at the time this definition is being applied, owns, directly or indirectly (or is treated as owning by reason of "Director" attribution rules currently set forth in Code Section 1.3424 or any successor statute), shares of the Plan is hereby deleted and each reference to "Director" in Company constituting more than 10% of the Plan is replaced with "Trustee" which is defined as follows:total combined voting power of all classes of outstanding capital stock of the Company or any Related Corporation.

"Trustee" "Trustee" means a person elected or appointed and serving as trustee of the Company in accordance with the Declaration of Trust and the Maryland REIT Law or the other applicable provisions of the Corporations and Associations Article of the Annotated Code of Maryland.

2. ELIGIBLE PERSONS

Every person who, at or as of the Grant Date, is (a) a full-time Employee of the Company, (b) a Trustee of the Company, (c) an executive officer or full-time employee of an Affiliate, or (d) someone whom the Committee designates as eligible for an Award (other than for Incentive Share Options) because the person (i) performs bona fide consulting or advisory services for the Company or any Affiliate of the Company pursuant to a written agreement (other than services in connection with the offer or sale of securities in a capital-raising transaction), and (ii) has a direct and significant effect on the financial development of the Company or any Affiliate of the Company, shall be eligible to receive Awards hereunder; provided, however, that Incentive Share Options may only be granted to an Employee of the Company or a Related Corporation.

7.3. SHARES OF STOCK SUBJECT TO THIS PLAN

3.1 Share Limits. The definition total number of "Plan" shares of Shares that may be issued under Awards is a number of shares equal to 777,778 shares. The maximum number of shares of Shares subject to Awards granted during a single fiscal year to any Non-Employee Trustee, together with any cash fees paid to such Non-Employee Trustee during the fiscal year, shall not exceed a total value of \$400,000 (calculating the value of any Awards based on the grant date fair value for financial reporting purposes). The maximum number of shares of Shares with respect to which ISOs may be granted under the Plan is the lesser of the total number of shares of Shares that may be issued under Awards or 777,778 shares. Such shares of Shares may consist, in whole or in part, of authorized and unissued Shares or shares of Shares reacquired in private transactions or open market purchases, but all shares of Shares issued under the Plan, regardless of their source, shall be counted against the Shares limitation. Other Equity-Based Awards which are denominated in OP Units or LTIP Units shall count against the number of shares of Shares available for issuance under the Plan only to the extent that such OP Units or LTIP Units are convertible into shares of Shares and on the same basis as the conversion ratio applicable to the OP Units or LTIP Units. Any shares of Shares that are retained by the Company upon exercise or settlement of an Award in order to satisfy the exercise price in whole or in part, or to pay withholding taxes due with respect to such exercise or settlement, shall be treated as issued to the Participant and will thereafter not be available under the Plan. Any shares of Shares subject to unexercised portions of Options granted under the Plan which shall have been terminated, cancelled or that have expired may again be subject to Awards hereunder. Awards settled in cash will not reduce the maximum aggregate number of shares of Common Shares that may be issued under the Plan. If, after grant, subject to compliance with Section 17(c) of this Plan, the exercise price of an Option is reduced or the base amount on which a Share Appreciation Right is calculated is reduced, the transaction shall be treated as the cancellation of the Option or the Share Appreciation Right, as applicable, and the grant of a new Option or Share Appreciation Right, as applicable, and any shares of

Shares subject to such cancelled Option or Share Appreciation Right may again be subject to Awards hereunder.

4. ADMINISTRATION

4.1 Committee.

(a) In General. This Plan shall be administered by the compensation committee (the "Committee") appointed by the Board. The number of persons who shall constitute the Committee shall be determined from time to time by a majority of all the members of the Board; provided, however, that the Committee shall not consist of fewer than two persons.

(b) Rule 16b-3. To the extent desirable to qualify transactions under this Plan as exempt under Rule 16b-3, a Committee consisting solely of two or more "non-employee trustees" as defined in Rule 16b-3, must approve such transactions.

4.2 Duration, Removal, Etc. The members of the Committee shall serve at the pleasure of the Board, which shall have the power, at any time and from time to time, to remove members from or add members to the Committee. Removal from the Committee may be with or without cause. Any individual serving as a member of the Committee shall have the right to resign from the Committee by giving at least three days' prior written notice to the Board. The Board, and not the remaining members of the Committee, shall have the power and authority to fill vacancies on the Committee, however caused. The Board shall promptly fill any vacancy that causes the number of members of the Committee to be fewer than two or any other minimum number required to comply with Rule 16b-3 (unless the Board expressly determines not to have Awards under the Plan comply with Rule 16b-3).

4.3 Meetings and Actions of Committee. The Board shall designate which of the Committee members shall be the chairperson of the Committee. If the Board fails to designate a chairperson for the Committee, the members of the Committee shall elect one of the Committee members as chairperson, who shall act as chairperson until he or she ceases to be a member of the Committee or until the Board (or the Committee) elects a new chairperson. The Committee may make any rules and regulations for the conduct of its business that are not inconsistent with this Plan, the Declaration of Trust, the Bylaws of the Company or Applicable Laws.

4.4 Committee's Powers. Subject to the express provisions of this Plan, the Committee shall have the authority, in its sole discretion:

(a) to grant Awards upon such terms and conditions (not inconsistent with the provisions of this Plan unless the provisions of this Plan state otherwise), as the Committee may consider appropriate;

(b) to adopt, amend and rescind administrative and interpretive rules and regulations relating to the Plan;

(c) to determine the eligible persons to whom, and the time or times at which, Awards shall be granted;

(d) to determine the number of shares of Shares that shall be the subject of each Award;

(e) to determine the terms and provisions of each Award Agreement (which need not be identical) and any amendments thereto, including provisions defining or otherwise relating to:

(i) the period or periods and extent of exercisability of any Option or Share Appreciation Right;

(ii) the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation, cash, Shares, or other property (including "cashless exercise" arrangements), and the methods by which Shares shall be delivered or deemed to be delivered to Participants; provided, however, that if Shares is used to pay the exercise price of an Option, such Shares must have been held by the Participant for at least six months;

(iii) the extent to which the transferability of shares of Shares issued or transferred pursuant to any Award is restricted;

(iv) the effect of termination of Employment on an Award; and

(v) the effect of approved leaves of absence;

(f) to accelerate the vesting, exercise or payment of an Award or the Performance Period of an Award in the event of a Participant's termination of employment, including related to a retirement of a Participant, or when that action or actions would be in the best interests of the Company, but only to the extent that such action would not violate the provisions of Section 409A of the Code;

(g) to construe the respective Award Agreements and the Plan;

(h) to make determinations of the Fair Market Value of shares of Shares;

(i) to waive any provision, condition or limitation set forth in an Award Agreement;

(j) to delegate its duties under the Plan to such agents as it may appoint from time to time; provided, however, that the Committee may not delegate its duties with respect to making or exercising discretion with respect to Awards to eligible persons if such delegation would cause Awards not to qualify for the exemption provided by Rule 16b-3 (unless the Board expressly determines not to have Awards under the Plan comply with Rule 16b-3); and

(k) to make all other determinations, perform all other acts and exercise all other powers and authority necessary or advisable for administering the Plan.

The Committee may discriminate among Participants and among Awards granted to a Participant in exercising its discretion pursuant to this Plan. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan, in any Award or in any Award Agreement in the manner and to the extent it deems necessary or desirable to implement the Plan, and the Committee shall be the sole and final judge of that necessity or desirability. The determinations of the Committee on the matters referred to in this Section 4.4 shall be final and conclusive.

4.5 Prohibition Against Repricing. Except to the extent (i) approved in advance by holders of a majority of the shares of Common Shares of the Company entitled to vote generally in the election of trustees, or (ii) as a result of any Change in Control or any adjustment as provided in Section 6.1(a), the Committee shall not have the power or authority (A) to reduce, whether through amendment or otherwise, the exercise price of any outstanding Option or Share Appreciation Right, or (B) to grant any new Award or make any payment of cash in substitution for or upon the cancellation of Options and/or Share Appreciation Rights previously granted when the exercise price of such Option or Share Appreciation Right exceeds the Fair Market Value of the underlying shares of Common Shares.

5. GRANT OF OPTIONS

5.1 Written Agreement. Each Option shall be evidenced by an Award Agreement. The Award Agreement shall specify whether each Option it evidences is an NQO or an ISO.

5.2 Annual \$100,000 Limitation on ISOs. To the extent that the aggregate Fair Market Value of shares of Shares with respect to which ISOs first become exercisable by a Participant in any calendar year exceeds \$100,000, taking into account ISOs granted under this Plan and any other plan of the

Company or any Related Corporation, the Options covering such additional shares of Shares becoming exercisable in that year shall cease to be ISOs and thereafter be NQOs. For this purpose, the Fair Market Value of shares of Shares subject to Options shall be determined as of the date the Options were granted. In reducing the number of Options treated as ISOs to meet this \$100,000 limit, the most recently granted Options shall be reduced first.

6. CERTAIN TERMS AND CONDITIONS OF OPTIONS AND OTHER AWARDS

Each Option shall be designated as an ISO or an NQO and shall be subject to the terms and conditions set forth in Section 1.3.6.1. The Committee may provide for different terms and conditions in any Award Agreement or amendment thereto as provided in Section 4.4 to the extent not inconsistent with the terms of

the Plan unless the terms of this Plan provide otherwise.

6.1 All Awards. All Options and other Awards shall be subject to the following terms and conditions:

(a) **Capital Adjustments.** The number and price of shares of Common Shares covered by each Award and the total number of shares of Common Shares that may be awarded under the Plan shall be proportionately adjusted to reflect any stock dividend, stock split or share combination of the Common Shares or any recapitalization of the Company. In the event of any merger, consolidation, reorganization, liquidation or dissolution of the Company, or any exchange of shares involving the Common Shares, any Award granted under the Plan shall automatically be deemed to pertain to the securities and other property to which a holder of the number of shares of Common Shares covered by the Award would have been entitled to receive in connection with any such event. The Committee shall have the sole discretion to make all interpretations and determinations required under this section to the extent it deems equitable and appropriate. It is the intent of any such adjustment that the value of the Awards held by the Participants immediately following the change is the same as that value immediately prior to the change.

(b) **Grant Date.** Each Award Agreement shall specify the date as of which it shall be effective (the "Grant Date"), which shall not be earlier than the date on which the Committee has approved the terms and conditions of the Award and has determined the recipient of the Award and the number of shares, if any, covered by the Award, and has taken all such other actions necessary to complete the grant of the Award.

(c) **Time of Exercise; Vesting.** Awards may, in the sole discretion of the Committee, be exercisable or may vest, and restrictions may lapse, including without limitation, upon the achievement of any Performance Goals, if any, that may be established by the Committee as a condition to vesting or settlement of the Award, as the case may be, at such times and in such amounts as may be specified by the Committee in the grant of the Award. If any Performance Goals are established as a condition to vesting or settlement of an Award and such Performance Goal is not based solely on the increase in the Fair Market Value of the Shares, the Committee shall certify in writing that the applicable Performance Goals were in fact satisfied before such Award is vested or settled, as applicable.

(d) **Nonassignability of Rights.** Awards shall not be transferable other than with the consent of the Committee (which consent will not be granted in the case of ISOs unless the conditions for transfer of ISOs specified in the Code have been satisfied) or by will or the laws of the descent and distribution. Awards requiring exercise shall be exercisable during the Participant's lifetime, only by the Participant; or in the event the Participant is Disabled, by the legal representative of the Participant; or in the event of death of the Participant, by the legal representative of the Participant's estate or if no legal representative has been appointed within ninety (90) days of the Participant's death, by the person(s) taking under the laws of descent and distribution governing the state in which the Participant was domiciled at the time of the Participant's death; except to the extent that the Committee may provide otherwise as to any Awards other than Incentive Share Options.

(e) **Notice and Payment.** To the extent it is exercisable, an Award shall be exercisable only by written or recorded electronic notice of exercise, in the manner specified by the Committee from time to time, delivered to the Company or its designated agent during the term of the

Award (the "Exercise Notice"). The Exercise Notice shall: (i) state the number of shares of Shares with respect to which the Award is being exercised; (ii) be signed by the holder of the Award or by the person authorized to exercise the Award pursuant to Section 6.1(d); and (iii) include such other information, instruments and documents as may be required to satisfy any other condition to exercise set forth in the Award Agreement. Except as provided below, payment in full, in cash or check, shall be made for all shares of Shares purchased at the time notice of exercise of an Award is given to the Company. The proceeds of any payment shall constitute general funds of the Company. At the time an Award is granted or before it is exercised, the Committee, in the exercise of its sole discretion, may authorize any one or more of the following additional methods of payment:

(i) for all Participants other than officers of the Company and Trustees, acceptance of each such Participant's full recourse promissory note for some or all (to the extent permitted by law) of the exercise price of the Shares being acquired, payable on such terms and rate of interest as determined by the Committee, and secured in such manner, if at all, as the Committee shall approve, including, without limitation, by a security interest in the Shares which are the subject of the Award or other securities;

(ii) for all Participants, delivery by each such Participant of Shares already owned by such Participant for all or part of the exercise price of the Award being exercised, provided that the Fair Market Value of such Shares is equal on the date of exercise to the exercise price of the Award being exercised, or such portion thereof as the Participant is authorized to pay and elects to pay by delivery of such shares of Shares;

(iii) for all Participants, surrender by each such Participant, or withholding by the Company from the Shares is suable upon exercise of the Award, of a number of shares of Shares subject to the Award being exercised with a Fair Market Value equal to some or all of the exercise price of the Shares being acquired, together with such documentation as the Committee and the broker, if applicable, shall require; or

(iv) for all Participants, payment may be made pursuant to a cashless exercise arrangement approved by the Committee.

(f) Termination of Employment from the Company or any Affiliate of the Company; Removal of a Trustee for Cause. The Committee shall establish, in respect of each Award when granted, the effect of a termination of Employment on the rights and benefits thereunder and in so doing may, but need not, make distinctions based upon the cause of termination (such as retirement, death, Disability or other factors) or which party effected the termination (the employer or the Employee). All Awards granted to a Trustee whether or not an Employee will lapse on the date the Trustee ceases to be a Trustee of the Company as a result of his removal for Cause. Notwithstanding any other provision in this Plan or the Award Agreement, the Committee may decide in its discretion at the time of any termination of Employment (or within a reasonable time thereafter) to extend the exercise period of an Award (but not beyond the period specified in Section 6.2(b) or 6.3(b), as applicable) and not decrease the number of shares of Shares covered by the Award with respect to which the Award is exercisable or vested. A transfer of a Participant from the Company to an Affiliate or vice versa, or from one Affiliate to another, or a leave of absence duly authorized by the Company, shall not be deemed a termination of Employment or a break in continuous Employment unless the Committee has provided otherwise.

(g) Other Provisions. Each Award Agreement may contain such other terms, provisions and conditions not inconsistent with this Plan (except as otherwise provided in this Plan), as may be determined by the Committee, and each ISO granted under this Plan shall include such provisions and conditions as are necessary to qualify such Option as an "incentive stock option" within the meaning of Section 422 of the Code.

(h) Withholding and Employment Taxes. At the time of exercise of an Award, the lapse of restrictions on an Award, the Participant shall remit to the Company in cash all applicable federal and state withholding and employment taxes. If and to the extent authorized and approved by the Committee in its sole discretion, a Participant may elect, by means of a form of election to be prescribed by the Committee, to have shares of Shares which are acquired upon exercise or vesting of an Award

withheld by the Company or tender other shares of Shares owned by the Participant to the Company at the time that the amount of such taxes is determined, in order to pay the amount of such tax obligations, subject to any limitations as the Committee determines are necessary or appropriate. Any shares of Shares so withheld or tendered shall be valued by the Company as of the date they are withheld or tendered.

(i) Employee Status. If the terms of any Award provides that it may be earned or exercised only during Employment or continued service or within a specified period of time after termination of Employment or continued service, the Committee may decide to what extent leaves of absence for governmental or military service, illness, temporary disability or other reasons shall not be deemed interruptions of continuous employment or service.

(j) Shareholder Rights. Except as otherwise provided in any Award Agreement, a Participant, as a result of receiving an Award, shall not have any rights as a Shareholder until, and then only to the extent that, the Award is earned and settled in shares of Common Shares.

6.2 Terms and Conditions to Which Only NQOs Are Subject. Options granted under this Plan which are designated as NQOs shall be subject to the following terms and conditions:

(a) Exercise Price. The exercise price of an NQO shall be determined by the Committee; provided, however, that the exercise price of an NQO shall not be less than the Fair Market Value of the Shares subject to the Option on the Grant Date.

(b) Option Term. Unless the Committee specifies an earlier expiration date at the Grant Date, each NQO shall expire 10 years after the Grant Date.

6.3 Terms and Conditions to Which Only ISOs Are Subject. Options granted under this Plan which are designated as ISOs shall be subject to the following terms and conditions:

(a) Exercise Price. The exercise price of an ISO shall be determined in accordance with the applicable provisions of the Code and shall in no event be less than the Fair Market Value of the Shares covered by the ISO at the Grant Date; provided, however, that the exercise price of an ISO granted to a Ten Percent Shareholder shall not be less than 110% of such fair market value.

(b) Option Term. Unless an earlier expiration date is specified by the Committee at the Grant Date, each ISO shall expire 10 years after the Grant Date; provided, however, that an ISO granted to a Ten Percent Shareholder shall expire no later than five years after the Grant Date.

(c) **Disqualifying Dispositions.** If shares of Shares acquired by exercise of an ISO are disposed of within two years after the Grant Date or within one year after the transfer of the Shares to the optionee, the holder of the Shares immediately before the disposition shall promptly notify the Company in writing of the date and terms of the disposition, shall provide such other information regarding the disposition as the Company may reasonably require.

(d) **Termination of Employment.** All vested ISOs must be exercised within three months of the termination of Employment of the optionee, or at any time specified in the Award Agreement that is otherwise permissible in the case of a Participant who dies while Employed or within three months of the termination of Employment, unless such termination of Employment is due to the employee's being Disabled, in which case the ISO shall be exercised within one year of the termination of Employment; provided, however, that such time limits may be exceeded by the Committee under the terms of the Award, in which case, the ISO will be a NQO if it is exercised after the time limits that would otherwise apply.

6.4 Surrender of Options. The Committee, acting in its sole discretion, may include a provision in an Award Agreement allowing the optionee to surrender the Option covered by the agreement, in whole or in part in lieu of exercise in whole or in part, on any date that the Fair Market Value of the Shares subject to the Option exceeds the exercise price and the Option is exercisable (to the extent being surrendered). The surrender shall be effected by the delivery of the Award Agreement, together with a signed statement which specifies the number of shares of Shares as to which the optionee

is surrendering the Option, together with a request for such type of payment. Upon such surrender, the optionee shall receive (subject to any limitations imposed by Rule 16b-3), at the election of the Committee, payment in cash or shares of Shares, or a combination of the two, equal to (or equal in Fair Market Value to) the excess of the Fair Market Value of the shares of Shares covered by the portion of the Option being surrendered on the date of surrender over the exercise price for such shares of Shares. The Committee, acting in its sole discretion, shall determine the form of payment, taking into account such factors as it deems appropriate. To the extent necessary to satisfy Applicable Laws, the Committee may terminate an optionee's rights to receive payments in cash for fractional shares of Shares. Any Award Agreement providing for such surrender privilege shall also incorporate such additional restrictions on the exercise or surrender of Options as may be necessary to satisfy Applicable Law.

7. RESTRICTED STOCK

Restricted Stock shall be subject to the following terms and conditions:

7.1 Grant. The Committee may grant one or more Awards of Restricted Stock to any Participant. Each Award of Restricted Stock shall specify the number of shares of Shares to be issued to the Participant, the date of issuance and the restrictions imposed on the shares of Shares including the conditions of release or lapse of such restrictions. Pending the lapse of restrictions, certificates evidencing Restricted Stock (if any) shall bear a legend referring to the restrictions and shall be held by the Company. Upon the issuance of Restricted Stock, the Participant may be required to furnish such additional documentation or other assurances as the Committee may require in order to enforce the restrictions applicable thereto.

7.2 Restrictions. Except as specifically provided elsewhere in this Plan or the Award Agreement regarding Restricted Stock, Restricted Stock may not be sold, assigned, transferred, pledged or otherwise disposed of or encumbered, either voluntarily or involuntarily, until the restrictions have lapsed and the rights to the shares of Restricted Stock have vested. The Committee may in its sole discretion provide for the lapse of such restrictions in installments and may accelerate or waive such restrictions, in whole or in part, based on service, performance or such other factors or criteria as the Committee may determine.

7.3 Distributions. Unless otherwise determined by the Committee, cash distributions with respect to Restricted Stock shall be paid to the recipient of the Award of Restricted Stock on the normal distribution payment dates, and distributions payable in shares of Shares shall be paid in the form of Restricted Stock having the same terms as the Restricted Stock upon which such distribution is paid. Each Award Agreement for Awards of Restricted Stock shall specify whether and, if so, the extent to which the Participant shall be obligated to return to the Company any cash distributions paid with respect to any shares of Restricted Stock which are subsequently forfeited.

8. STOCK APPRECIATION RIGHTS

The Committee may grant Share Appreciation Rights to eligible persons. A Share Appreciation Right shall entitle its holder to receive from the Company, at the time of exercise of the right, an amount in cash equal to (or, at the Committee's discretion, shares of Shares equal in Fair Market Value to) the excess of the Fair Market Value (at the date of exercise) of a share of Shares over a specified price fixed by the Committee in the governing Award Agreement multiplied by the number of shares of Shares as to which the holder is exercising the Share Appreciation Right. The specified price fixed by the Committee shall not be less than the Fair Market Value of the shares of Shares on the Grant Date of the Share Appreciation Right. Share Appreciation Rights may be granted in tandem with any previously or contemporaneously granted Option or independent of any Option. The specified price of a tandem Share Appreciation Right shall be the exercise price

of the related Option. Any Share Appreciation Rights granted in connection with an ISO shall contain such terms as may be required to comply with Section 422 of the Code.

9. DISTRIBUTION EQUIVALENT RIGHTS

9.1 General. The Committee shall have the authority to grant Distribution Equivalent Rights to Participants upon such terms and conditions as it shall establish, subject in all events to the following limitations and provisions of general application set forth in this Plan. Each Distribution Equivalent Right shall entitle a holder to receive, for a period of time to be determined by the Committee, a payment equal to the periodic distributions declared and paid by the Company on one share of Shares. If the Distribution Equivalent Right relates to a specific Option, the period shall not extend beyond the earliest of the date the Option is exercised, the date any Share Appreciation Right related to the Option is exercised, or the expiration date set forth in the Option. To the extent the Committee deems advisable, it shall structure the Distribution Equivalent Rights such that they are either exempt from or compliant with Code Section 409A.

9.2 Awards. Each Distribution Equivalent Right may relate to a specific Award granted under this Plan and may be granted to the Participant either concurrently with the grant of such Award or at such later time as determined by the Committee, or each Distribution Equivalent Right may be granted independent of any Award.

9.3 Payments. The Committee shall determine at the time of grant whether payment pursuant to a Distribution Equivalent Right shall be immediate or deferred and if immediate, the Company shall make payments pursuant to each Distribution Equivalent Right concurrently with the payment of the periodic distributions to holders of Common Shares. If deferred, the payments shall not be made until a date or the occurrence of an event specified by the Committee and then shall be made within 30 days after the occurrence of the specified date or event, unless the Distribution Equivalent Right is forfeited under the terms of the Plan or applicable Award Agreement; provided, however, that the Committee may not make payment of a Distribution Equivalent Right contingent upon the exercise of the related Option or Share Appreciation Right, to the extent the Committee desires to preserve such Option's or Share Appreciation Right's exemption from Section 409A of the Code. The Committee shall also determine in its sole discretion whether any portion of any payment shall be made in shares of Shares.

10. RESTRICTED STOCK UNITS

10.1 Grant. Awards may be granted in the form of Restricted Stock Units. Restricted Stock Units shall be awarded in such numbers and at such times during the term of the Plan as the Committee shall determine.

10.2 Award Restrictions. Restricted Stock Units shall be subject to terms, conditions, restrictions, and limitations, if any, as the Committee deems appropriate including, without limitation, restrictions on transferability and continued Employment of the Participant. The Committee also shall determine the Performance Goals or other conditions, if any, that must be satisfied before all or part of the applicable restrictions lapse. Subject to Section 12, the Committee may, at its discretion, waive all or any part of the restrictions applicable to any or all outstanding Restricted Stock Unit Awards.

10.3 Payment of Restricted Stock Units. Each Restricted Stock Unit shall have a value equal to the Fair Market Value of a share of Common Shares. Restricted Stock Units shall be paid in cash, shares of Shares, other securities or other property, as determined in the sole discretion of the Committee, upon the lapse of the restrictions applicable thereto, or otherwise in accordance with the applicable Award Agreement. Other than pursuant to Section 6.1(d) (but no transfers for consideration shall be permitted), Restricted Stock Units may not be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of, and all Restricted Stock Units and all rights of the grantee to such Restricted Stock Units shall terminate, without further obligation on the part of the Company, unless the Participant remains in continuous Employment of the Company for the entire restricted period in relation to which such Restricted Stock Units were granted and unless any other restrictive conditions relating to the Restricted Stock Unit Award are met.

11. OTHER EQUITY-BASED AWARDS

11.1 Grant. The Committee may grant one or more Other Equity-Based Awards to any Participant. Each Award will specify the number of shares of Common Shares, number of OP Units, LTIP Units or other equity interests covered by such awards.

11.2 Terms and Conditions. The Committee, at the time an Other Equity-Based Award is made, shall specify the terms and conditions which govern the award. The terms and conditions of an Other Equity-Based Award may prescribe that a Participant's rights in the Other Equity-Based Award shall be forfeitable, nontransferable or otherwise restricted for a period of time or subject to such other conditions as may be determined by the Committee, in its discretion and set forth in the Agreement. Other Equity-Based Awards may be granted to Participants, either alone or in addition to other awards granted under the Plan, and Other Equity-Based Awards may be granted in the settlement of other Awards granted under the Plan. To the extent the Committee deems advisable, it shall structure such Other Equity-Based Awards such that they are either exempt from or compliant with Code Section 409A.

11.3 Payment or Settlement. Other Equity-Based Awards valued in whole or in part by reference to, or otherwise based on, shares of Common Shares, shall be payable or settled in shares of Common Shares, cash or a combination of Common Shares and cash, as determined by the Committee in its discretion. Other Equity-Based Awards denominated as equity interests other than shares of Common Shares may be paid or settled in shares or units of such equity interests or cash or a combination of both as determined by the Committee in its discretion.

12. PERFORMANCE-BASED AWARDS

12.1 Performance Goal Conditions. Each Performance-Based Award (other than an Option or Share Appreciation Right) shall be earned, vested and payable (as applicable) only upon the achievement of one or more of the Performance Goals established by the Committee, together with the satisfaction of any other conditions, such as continued Employment, the Committee may determine to be appropriate; however, (i) the Committee may provide, either in connection with the grant of an Award or by later amendment, that achievement of the Performance Goals will be waived upon the death or Disability of the Participant, and (ii) the provisions of Section 13 shall apply notwithstanding this sentence.

12.2 Certification of Goal Achievement. Any payment of a Performance-Based Award granted with Performance Goals shall be conditioned on the written certification of the Committee in each case that the Performance Goals and any other material conditions were satisfied. Except as specifically provided in Section 12.1, no Performance-Based Award may be amended, nor may the Committee exercise any discretionary authority it may otherwise have under the Plan with respect to a Performance-Based Award, in any manner to waive the achievement of the applicable performance goal based on Performance Measures or to increase the amount payable under, or the value of, the Award.

13. CHANGE IN CONTROL

Subject to the limitations set forth in this Section 13, and except as otherwise provided in an Employee's employment agreement, in the event (i) a Participant has a Qualifying Termination within one year following a Change in Control of the Company, or (ii) a Change in Control occurs in which outstanding Awards are not assumed or honored by the successor entity or corporation or replaced with an Alternative Award (as defined below), the following provisions shall apply to any Award which has not previously terminated or expired:

(a) any Share Appreciation Right and any Option awarded under this Plan that is not previously vested and exercisable shall become fully vested and exercisable;

(b) the restrictions applicable to any Award which are not already vested under the Plan shall lapse, and those existing shares and awards shall be deemed fully vested;

(c) unless otherwise determined by the Board or by the Committee in its sole discretion prior to any Change in Control, the value of all vested outstanding Options, Share Appreciation Rights and other Awards, shall be cashed out on the basis of the Change in Control Price as of the date the

Change in Control is determined to have occurred (or other date determined by the Board or Committee prior to the Change in Control); and

(d) the Board or the Committee may impose additional conditions on the acceleration or valuation of any Award in any applicable Award Agreement.

To qualify as an "Alternative Award," the Committee must determine that the existing Awards are to be assumed, honored or new rights substituted by the successor corporation or entity and further must:

- a. be based on shares of common stock that are traded on an established U.S. securities market or another public market;
- b. provide the Participant (or each Participant in a class of Participants) with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule, identical or better timing and methods of payment and identical or better performance criteria for those awards that are performance based;
- c. have substantially equivalent economic value to such Award;
- d. contain terms and conditions which provide that in the event that the Participant's employment is terminated for death or Disability or is terminated without Cause within one year following a Change in Control, any conditions on the Participant's rights under, or any restrictions on transfer, vesting or exercisability applicable to, each such Award shall lapse; and e. be on terms and conditions that do not result in adverse tax consequences to the Participant under Section 409A of the Code.

14. COMPLIANCE WITH LAWS

This Plan, the granting and vesting of Awards under this Plan, the issuance and delivery of Shares, and the payment of money or other consideration allowable under this Plan or under Awards awarded hereunder are subject to compliance with all applicable federal and state laws, rules and regulations (including, but not limited to, state and federal securities laws and federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Committee, the Board or the Company, be necessary or advisable in connection therewith. Without limiting the generality of the foregoing, the Committee may, in its sole discretion, rescind, limit, amend, suspend, or alter any Award or limit a Participant's ability to exercise, or refuse to settle, any Award hereunder to the extent that the granting, issuance, or exercise of such Award (or any settlement thereof) or any term of such Award would jeopardize the status of the Company as a "real estate investment trust" under the Code or other applicable state or federal laws. Any securities delivered under this Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Committee, the Board or the Company may deem necessary or desirable to assure compliance with all applicable legal requirements. To the extent permitted by Applicable Law, the Plan shall be deemed amended to the extent necessary to conform to such laws, rules and regulations. Nothing in this Plan or in any Award or Award Agreement shall require the Company to issue any Shares with respect to any Award if, in the opinion of counsel for the Company, that issuance could constitute a violation of any Applicable Laws. As a condition to the grant or exercise of any Award, the Company may require the Participant (or, in the event of the Participant's death, the Participant's legal representatives, heirs, legatees or distributees) to provide written representations concerning the Participant's (or such other person's) intentions with regard to the retention or disposition of the Shares covered by the Award and written covenants as to the manner of disposal of such Shares as may be necessary or useful to ensure that the grant, exercise or disposition thereof will not violate the Securities Act, any other law or any rule of any applicable securities exchange or securities association then in effect. The Company shall not be

required to register any Shares under the Securities Act or register or qualify any Shares under any state or other securities laws.

15. EMPLOYMENT OR OTHER RELATIONSHIP

Nothing in this Plan or any Award shall in any way interfere with or limit the right of the Company or any Affiliate of the Company to terminate any Participant's Employment or status as a consultant or Trustee at any time, nor confer upon any Participant any right to continue in the employ of, or as a Trustee or consultant of, the Company or any Affiliate of the Company.

16. AMENDMENT, SUSPENSION AND TERMINATION OF THIS PLAN

Subject to the limitations set forth in Section 4.5, the Board or the Committee may, at any time and from time to time, suspend, amend, modify, or terminate the Plan without Shareholder approval; however, if an amendment to the Plan would, in the reasonable opinion of the Board or the Committee, either (i) result in repricing Options or Share Appreciation Rights or otherwise increase the benefits accruing to Participants, (ii) increase the number of shares of Common Shares issuable under the Plan, or (iii) modify the requirements for eligibility, then that amendment shall be subject to Shareholder approval; and, the Board or Committee may condition any amendment or modification on the approval of Shareholders if that approval is necessary or deemed advisable to (i) permit Awards to be exempt from liability under Section 16(b), (ii) to comply with the listing or other requirements of an automated quotation system or stock exchange, or (iii) to satisfy any other tax, securities or other applicable laws, policies or regulations.

17. AWARD AMENDMENT

The Committee may amend, modify or terminate any outstanding Award without approval of the Participant; however:

(a) subject to the terms of the applicable Award Agreement, an amendment, modification or termination shall not, without the Participant's consent, reduce or diminish the value of the Award determined as if the Award had been exercised, vested, cashed in (at the spread value in the case of Options or Share Appreciation Rights) or otherwise settled on the date of that amendment or termination;

(b) the original term of any Option or Share Appreciation Right may not be extended without the prior approval of the Shareholders;

(c) except as otherwise provided in Section 6.1(a) of the Plan, the exercise price of any outstanding Option or Share Appreciation Right may not be reduced, directly or indirectly, and outstanding Options or Share Appreciation Rights may not be cancelled in exchange for cash or replaced by other awards or Options or Share Appreciation Rights with an exercise price that is less than the exercise price of the cancelled Options or Share Appreciation Right, without the prior approval of the Shareholders; and

(d) no termination, amendment, or modification of the Plan shall adversely affect any Award previously granted under the Plan, without the written consent of the affected Participant.

18. LIABILITY AND INDEMNIFICATION OF THE COMMITTEE

No person constituting, or member of the group constituting, the Committee shall be liable for any act or omission on such person's part, including but not limited to the exercise of any power or discretion given to such member under this Plan, except for those acts or omissions resulting from such member's gross negligence or willful misconduct. The Company shall indemnify each present and future person constituting, or member of the group constituting, the Committee against, and each person or member of the group constituting the Committee shall be entitled without further act on his or her part to indemnity from the Company for, all expenses (including the amount of judgments and the amount of

approved settlements made with a view to the curtailment of costs of litigation) reasonably incurred by such person in connection with or arising out of any action, suit or proceeding to which such person may be a party because of any action taken or failure to act under or in connection with the Plan or any Award granted under it, to the fullest extent permitted by law and by the Declaration of Trust and Bylaws of the Company.

19. SECURITIES LAW LEGENDS

Certificates of shares of Shares and Restricted Stock, if issued, may have the following legend and statements of other applicable restrictions endorsed thereon:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE LAWS. THE SHARES MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF UNTIL THE HOLDER HEREOF PROVIDES EVIDENCE SATISFACTORY TO THE ISSUER (WHICH, IN THE SOLE DISCRETION OF THE ISSUER, MAY INCLUDE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER) THAT SUCH OFFER, SALE, PLEDGE, TRANSFER OR OTHER DISPOSITION WILL NOT VIOLATE ANY APPLICABLE FEDERAL OR STATE SECURITIES LAWS.

This legend shall not be required for any shares of Shares issued pursuant to an effective registration statement under the Securities Act.

20. SEVERABILITY

If any provision of this Plan is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining portions of the Plan, but such provision shall be fully severable, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included in this Plan. Such an illegal or invalid provision shall be replaced by a revised provision that most nearly comports to the substance of the illegal or invalid provision. If any of the terms or provisions of this Plan or any Award Agreement conflict with the requirements of Applicable Laws, those conflicting terms or provisions shall be deemed inoperative to the extent they conflict with Applicable Law.

21. GOVERNING LAW

This Plan shall be governed by and construed in accordance with the laws of the State of Maryland, except as superseded by applicable federal law.

22. MISCELLANEOUS

22.1 Forfeiture Provisions. Pursuant to its general authority to determine the terms and conditions applicable to Awards granted under the Plan, the Committee shall have the right (to the extent consistent with the applicable exemptive conditions of Rule 16b-3) to provide, in the terms of an Award Agreement, or by separate written instrument, that (i) any proceeds, gains or other economic benefit actually or constructively received by a Participant upon the receipt or exercise of the Award, or upon the receipt or resale of any Shares underlying such Award, must be paid to the Company, and (ii) the Award shall terminate and any unexercised portion of such Award (whether or not vested) shall be forfeited, if (a) a termination of Employment occurs prior to a specified date, or within a specified time period following receipt or exercise of the Award, or (b) the Participant, at any time, or during a specified time period, engages in any activity in competition with his employer or the Company, or which is inimical, contrary or harmful to the interests of his employer or the Company, as may be further defined from time to time by the Committee.

22.2 Compensation Recovery. All Awards (including any proceeds, gains or other economic benefit actually or constructively received by a holder upon any receipt or exercise of any Award or upon the receipt or resale of any shares of Common Shares underlying the Award) shall be subject to the provisions of any compensation recovery policy implemented by the Company, including, without limitation, any compensation recovery policy adopted to comply with the requirements of the Dodd-Frank

Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such compensation recovery policy (whether or not such compensation recovery policy was in place at the time of grant of an Award) and/or in the applicable Award Agreement.

22.3 Limitations Applicable to Section 16. Notwithstanding any other provision of this Plan, this Plan, and any Award granted to any individual who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

22.4 Effect of Plan Upon Other Incentive and Compensation Plans. The adoption of this Plan shall not affect any other options or compensation or incentive plans in effect for the Company. Nothing in this Plan shall be construed to limit the right of the Company (i) to establish any other forms of incentives or compensation for employees of the Company or its Affiliates, or (ii) to grant or assume options or other rights or awards otherwise than under this Plan in connection with any proper corporate purpose including, but not by way of limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise of the business, stock or assets of any corporation, partnership, limited liability company, firm or association.

22.5 Section 83(b) Election Prohibited. No Participant may make an election under Section 83(b) of the Code with respect to any Award granted under this Plan without the Company's consent. Each Award for which an election under Section 83(b) of the Code could be made without regard to this Section 23.5 shall, to the extent the Committee deems advisable, contain an acknowledgment by the Participant that such election may not be made without the Company's consent.

[End of Plan]

EXHIBIT 10.21

AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment No. 1"), is made and entered into this 14th day of November, 2023, by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "Company") and Michael J. Escalante, an individual (the "Executive").

WHEREAS, the Company and Executive are currently parties to that certain Amended and Restated Employment Agreement, entered into March 23, 2023 (the "Existing Agreement"); and

WHEREAS, the Company and Executive now wish to amend the Existing Agreement as provided herein.

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

1. Section 6.1 is hereby amended by adding a new Subsection (d) at the end thereof to read as follows:

"Nothing in this Agreement, including the Confidential Information restrictions above, shall be construed to prohibit the Executive from, in good faith, communicating with, providing information to, filing a charge with, or participating in any investigation or proceeding conducted by any federal, state or local government agency or commission responsible for enforcement of law(s) applicable to the Company, including but not limited to, the Securities and ~~restated~~ Exchange Commission, Equal Employment Opportunity Commission, National Labor Relations Board, or the Department of Labor ("Government Agencies"). The Executive does not need to give notice to or obtain approval from the Company to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information. This Agreement does not limit the Executive's right to receive an award for information provided to any Government Agency."

2. The General Release attached as Exhibit A to the Existing Agreement is hereby deleted and replaced by Exhibit A attached to this Amendment No. 1.

3. Except as expressly amended hereby, the Existing Agreement will remain in full force and effect in accordance with its terms.

4. This Amendment No. 1 may be executed by .pdf or electronic signatures in any number of counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

[Signature Page Follows]

61572533

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date and year first above written.

"COMPANY"

PEAKSTONE REALTY TRUST

By:

Name: Javier F. Bitar

Title: Chief Financial Officer and Treasurer

For purposes of Section 19 only

PKST OP, L.P.

By: **PEAKSTONE REALTY TRUST**, its general partner

By:

Name: Javier F. Bitar

Title: Chief Financial Officer and Treasurer

PKST MANAGEMENT COMPANY, LLC

By:

Name: Javier F. Bitar

Title: Chief Financial Officer and Treasurer

"EXECUTIVE"

MICHAEL J. ESCALANTE

Exhibit A

Form of Release

GENERAL RELEASE

Since you are over 40 years old, you are covered by the Age Discrimination in Employment Act of 1967. As such, you have been given at least [twenty-one (21)/forty-five (45) days] to consider this Release before executing it. You are hereby advised to consider the terms of this Release and consult with an attorney of your choice prior to executing this Release. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Release; voluntarily agree to all terms in this Release, which include full release of the Company and its affiliates from any and all claims you may have against it as set forth herein; and knowingly intend to be bound by this Release. You have a full seven (7) days after executing this Release to revoke it. This Release shall not become effective or enforceable until the revocation period has expired. Revocation shall be effective only upon written notice delivered to _____, within that seven (7)-day period. Rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et. seq.) that may arise after the date this Release is executed are not waived.

In consideration for the undertakings and promises set forth in that certain Amended and Restated Employment Agreement dated as of March 23, 2023, as amended (the "Agreement"), between Michael J. Escalante (the "Executive") and Peakstone Realty Trust, a Maryland real estate investment trust, (together with its affiliates the "Company"),

the terms of which are incorporated herein by reference, Executive (on behalf of himself and her heirs, assigns and successors in interest) unconditionally releases, discharges, and holds harmless the Company and its affiliates, and each of their respective current and former officers, directors, employees, agents, insurers, assigns and successors in interest (collectively, "Releasees") from each and every claim, cause of action, right, liability or demand of any kind and nature, and from any claims which may be derived therefrom, other than any such claims Executive has or might have under this Release or as otherwise set forth herein, that Executive had, has, or might claim to have against Releasees based upon facts occurring up to the time Executive executes this Release, whether presently known or unknown to Executive, and (i) arising from or in connection with Executive's employment, pay, bonuses or any other employee benefits, and other terms and conditions of employment or employment practices of the Company, or (ii) arising out of or relating to the termination of Executive's employment with Employer or the surrounding circumstances thereof, including, without limitation, any and all claims listed below (collectively, "Released Claims");

(a) based on discrimination and/or harassment on the basis of race, color, religion, sex, national origin, handicap, disability, genetic information, age or any other category protected by law under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Executive Order 11246, 42 USC § 1981, the Equal Pay Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefits Protection Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, COBRA (as any of these laws may have been amended), the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, or any other similar labor, employment or anti-discrimination law under state, federal or local law;

(b) based on any contract, tort, personal injury, wrongful discharge theory or other common law theory; or

(c) arising out of any written or oral agreements between Executive and the Company (other than the Agreement).

Notwithstanding anything herein to the contrary, nothing in this Release shall prohibit claims (i) covered by worker's compensation, (ii) for vested benefits under any employee benefit plan, (iii) under the Agreement, (iv) for qualified retirement and nonqualified retirement and deferred compensation benefits, (v) as an equityholder or in respect of vested equity compensation awards that remain unpaid or unsettled, (vi) under the Company's bylaws, certificate of incorporation or other similar governing document of the Company, (vii) under any director and officer insurance policy maintained by the Company or (viii) for indemnification and/or advancement of expenses as an officer, director, or employee of the Company or any current or former affiliate, whether arising under any indemnification agreement between the Company and Executive or otherwise; and nothing in this Release shall waive any rights or claims that may arise based on facts or events occurring after the date of Executive's execution of this Release, nor does it serve to waive any rights or claims that are precluded from being waived by applicable law.

Executive expressly acknowledges that this Release is intended to include in its effect, without limitation, all Claims which Executive does not know or suspect to exist in her favor at the time she signs this Release, and that this Release contemplates the extinguishment of any such Claim or Claims.

Except as otherwise set forth herein, Executive covenants not to sue or initiate any claims in any forum against any of the Releasees on account of or in relation to any Released Claim, or to knowingly and voluntarily incite or encourage other persons or entities to bring claims of any nature whatsoever against the Releasees. Executive further covenants not to accept, recover or receive any monetary damages or any other form of relief which may arise out of or in connection with any administrative proceedings which may be filed with or pursued independently by any governmental agency or agencies, whether federal, state or local (except as set forth herein). This provision does not prohibit Executive from filing a lawsuit challenging the validity of Executive's waiver of claims under the ADEA.

Protected Rights. Executive understands that nothing contained in this Release limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Executive further understands that this Release does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Employer. This Release does not limit Executive's right to receive an award for information provided to any Government Agencies and any claim to such an award is specifically excluded from Released Claims.

In addition, Executive agrees not to file a lawsuit asserting any claims that are waived in this Release. If Executive files such a lawsuit, Executive shall pay all costs incurred by Releasees (or any of them), including reasonable attorney's fees, in defending against Executive's claim. The preceding two

sentences of this paragraph do not apply if Executive files a charge or lawsuit under the ADEA challenging the validity of this Release. However, in the event any such ADEA lawsuit is unsuccessful, a court may order Executive to pay attorney's fees and/or costs incurred by Releasees (or any of them) where authorized by law. In the event any such ADEA lawsuit is successful, the severance benefits or payments Executive received for signing this Release shall serve as restitution, recoupment, or setoff to any monetary award received by Executive.

By signing this Release, Executive certifies that:

(a) Executive acknowledges and agrees that her waiver of rights under this Release is knowing and voluntary and complies in full with all criteria set forth in the regulations promulgated under the Older Workers Benefit Protection Act for release or waiver of claims under the ADEA and further complies in full with the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and any and all other applicable federal, state and local laws, regulations, and orders;

(b) Executive has carefully read and fully understands the provisions of this Release;

(c) The payment referred to in this Release and the Agreement exceeds that to which Executive would otherwise have been entitled, and that the actual payment is in exchange for his release of the claims referenced in this Release;

(d) Executive is advised via this Release to consult with an attorney before signing this Release. Executive acknowledges and agrees that she has in fact consulted with her attorneys prior to executing this Release;

(e) Executive understands that any discussions she may have had with counsel for the Company regarding her employment or this Release does not constitute legal advice to him and that she has had the opportunity to retain his own independent counsel to render such advice;

(f) Executive understands that this Release and the Agreement FOREVER RELEASE the Releasees to the extent set forth above, except that Executive is not releasing or waiving any claim under the Age Discrimination in Employment Act that may arise after Executive's execution of this Release and the Agreement;

(g) **The following applies if the Executive resides in, primarily works in, or receives pay in California.**

Executive expressly waives the protection of Section 1542 of the Civil Code of the State of California, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Executive's Initials:

(h) In signing this Release and the Agreement, Executive DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS RELEASE OR IN THE AGREEMENT, or by any of their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Release or otherwise, and Executive agrees that this Release will be interpreted and enforced in accordance with [] law;

(i) Executive acknowledges and agrees that Employer has allowed Executive at least [twenty-one (21)/forty-five (45)] days from the date Executive received the Employer's offer to consider this Release and the Agreement, and she has had sufficient time to consider her decision to enter into this Release and the Agreement;

(j) Executive agrees to the terms of this Release knowingly, voluntarily and without intimidation, coercion or pressure;

(k) Executive may revoke this Release within seven (7) calendar days after signing it, as described at the beginning of this Release.

This Release may be executed in any number of counterparts and by the parties hereto in separate counterparts, with the same effect as if the parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument, with original signature, photocopy signature, fax signature, or electronic signature permitted and accepted.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date set forth below.

“COMPANY”

PEAKSTONE REALTY TRUST

By: _____

Name: _____

Title: _____

Date: _____

“EXECUTIVE”

MICHAEL J. ESCALANTE

Date: _____

AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment No. 1"), is made and entered into this 14th day of November, 2023, by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "Company") and Javier F. Bitar, an individual (the "Executive").

WHEREAS, the Company and Executive are currently parties to that certain Amended and Restated Employment Agreement, entered into March 23, 2023 (the "Existing Agreement"); and

WHEREAS, the Company and Executive now wish to amend the Existing Agreement as provided herein.

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

1. Section 6.1 is hereby amended by adding a new Subsection (d) at the end thereof to read as follows:

"Nothing in this Agreement, including the Confidential Information restrictions above, shall be construed to prohibit the Executive from, in good faith, communicating with, providing information to, filing a charge with, or participating in any investigation or proceeding conducted by any federal, state or local government agency or commission responsible for enforcement of law(s) applicable to the Company, including but not limited to, the Securities and Exchange Commission, Equal Employment Opportunity Commission, National Labor Relations Board, or the Department of Labor ("Government Agencies"). The Executive does not need to give notice to or obtain approval from the Company to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information. This Agreement does not limit the Executive's right to receive an award for information provided to any Government Agency."

2. The General Release attached as Exhibit A to the Existing Agreement is hereby deleted and replaced by Exhibit A attached to this Amendment No. 1.

3. Except as expressly amended hereby, the Existing Agreement will remain in full force and effect in accordance with its terms.

4. This Amendment No. 1 may be executed by .pdf or electronic signatures in any number of counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

[Signature Page Follows]

61573534

EXHIBIT 10.22

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date and year first above written.

"COMPANY"

PEAKSTONE REALTY TRUST

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

For purposes of Section 19 only

PKST OP, L.P.

By: **PEAKSTONE REALTY TRUST**, its general partner

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

PKST MANAGEMENT COMPANY, LLC

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

"EXECUTIVE"

JAVIER F. BITAR

EXHIBIT 10.22

Exhibit A

Form of Release

GENERAL RELEASE

Since you are over 40 years old, you are covered by the Age Discrimination in Employment Act of 1967. As such, you have been given at least [twenty-one (21)/forty-five (45) days] to consider this Release before executing it. You are hereby advised to consider the terms of this Release and consult with an attorney of your choice prior to executing this Release. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Release; voluntarily agree to all terms in this Release, which include full release of the Company and its affiliates from any and all claims you may have against it as set forth herein; and knowingly intend to be bound by this Release. You have a full seven (7) days after executing this Release to revoke it. This Release shall not become effective or enforceable until the revocation period has expired. Revocation shall be effective only upon written notice delivered to _____, within that seven (7)-day period. Rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et. seq.) that may arise after the date this Release is executed are not waived.

In consideration for the undertakings and promises set forth in that certain Amended and Restated Employment Agreement dated as of March 23, 2023, as amended (the "Agreement"), between Javier F. Bitar (the "Executive") and Peakstone Realty Trust, a Maryland real estate investment trust, (together with its affiliates the "Company"), the

terms of which are incorporated herein by reference, Executive (on behalf of himself and her heirs, assigns and successors in interest) unconditionally releases, discharges, and holds harmless the Company and its affiliates, and each of their respective current and former officers, directors, employees, agents, insurers, assigns and successors in interest (collectively, "Releasees") from each and every claim, cause of action, right, liability or demand of any kind and nature, and from any claims which may be derived therefrom, other than any such claims Executive has or might have under this Release or as otherwise set forth herein, that Executive had, has, or might claim to have against Releasees based upon facts occurring up to the time Executive executes this Release, whether presently known or unknown to Executive, and (i) arising from or in connection with Executive's employment, pay, bonuses or any other employee benefits, and other terms and conditions of employment or employment practices of the Company, or (ii) arising out of or relating to the termination of Executive's employment with Employer or the surrounding circumstances thereof, including, without limitation, any and all claims listed below (collectively, "Released Claims");

(a) based on discrimination and/or harassment on the basis of race, color, religion, sex, national origin, handicap, disability, genetic information, age or any other category protected by law under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Executive Order 11246, 42 USC § 1981, the Equal Pay Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefits Protection Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, COBRA (as any of these laws may have been amended), the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, or any other similar labor, employment or anti-discrimination law under state, federal or local law;

(b) based on any contract, tort, personal injury, wrongful discharge theory or other common law theory; or

(c) arising out of any written or oral agreements between Executive and the Company (other than the Agreement).

EXHIBIT 10.22

Notwithstanding anything herein to the contrary, nothing in this Release shall prohibit claims (i) covered by worker's compensation, (ii) for vested benefits under any employee benefit plan, (iii) under the Agreement, (iv) for qualified retirement and nonqualified retirement and deferred compensation benefits, (v) as an equityholder or in respect of vested equity compensation awards that remain unpaid or unsettled, (vi) under the Company's bylaws, certificate of incorporation or other similar governing document of the Company, (vii) under any director and officer insurance policy maintained by the Company or (viii) for indemnification and/or advancement of expenses as an officer, director, or employee of the Company or any current or former affiliate, whether arising under any indemnification agreement between the Company and Executive or otherwise; and nothing in this Release shall waive any rights or claims that may arise based on facts or events occurring after the date of Executive's execution of this Release, nor does it serve to waive any rights or claims that are precluded from being waived by applicable law.

Executive expressly acknowledges that this Release is intended to include in its effect, without limitation, all Claims which Executive does not know or suspect to exist in her favor at the time she signs this Release, and that this Release contemplates the extinguishment of any such Claim or Claims.

Except as otherwise set forth herein, Executive covenants not to sue or initiate any claims in any forum against any of the Releasees on account of or in relation to any Released Claim, or to knowingly and voluntarily incite or encourage other persons or entities to bring claims of any nature whatsoever against the Releasees. Executive further covenants not to accept, recover or receive any monetary damages or any other form of relief which may arise out of or in connection with any administrative proceedings which may be filed with or pursued independently by any governmental agency or agencies, whether federal, state or local (except as set forth herein). This provision does not prohibit Executive from filing a lawsuit challenging the validity of Executive's waiver of claims under the ADEA.

Protected Rights. Executive understands that nothing contained in this Release limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Executive further understands that this Release does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Employer. This Release does not limit Executive's right to receive an award for information provided to any Government Agencies and any claim to such an award is specifically excluded from Released Claims.

In addition, Executive agrees not to file a lawsuit asserting any claims that are waived in this Release. If Executive files such a lawsuit, Executive shall pay all costs incurred by Releasees (or any of them), including reasonable attorney's fees, in defending against Executive's claim. The preceding two

sentences of this paragraph do not apply if Executive files a charge or lawsuit under the ADEA challenging the validity of this Release. However, in the event any such ADEA lawsuit is unsuccessful, a court may order Executive to pay attorney's fees and/or costs incurred by Releasees (or any of them) where authorized by law. In the event any such ADEA lawsuit is successful, the severance benefits or payments Executive received for signing this Release shall serve as restitution, recoupment, or setoff to any monetary award received by Executive.

By signing this Release, Executive certifies that:

(a) Executive acknowledges and agrees that her waiver of rights under this Release is knowing and voluntary and complies in full with all criteria set forth in the regulations promulgated under the Older Workers Benefit Protection Act for release or waiver of claims

EXHIBIT 10.22

under the ADEA and further complies in full with the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and any and all other applicable federal, state and local laws, regulations, and orders;

(b) Executive has carefully read and fully understands the provisions of this Release;

(c) The payment referred to in this Release and the Agreement exceeds that to which Executive would otherwise have been entitled, and that the actual payment is in exchange for his release of the claims referenced in this Release;

(d) Executive is advised via this Release to consult with an attorney before signing this Release. Executive acknowledges and agrees that she has in fact consulted with her attorneys prior to executing this Release;

(e) Executive understands that any discussions she may have had with counsel for the Company regarding her employment or this Release does not constitute legal advice to him and that she has had the opportunity to retain his own independent counsel to render such advice;

(f) Executive understands that this Release and the Agreement FOREVER RELEASE the Releasees to the extent set forth above, except that Executive is not releasing or waiving any claim under the Age Discrimination in Employment Act that may arise after Executive's execution of this Release and the Agreement;

(g) The following applies if the Executive resides in, primarily works in, or receives pay in California.

Executive expressly waives the protection of Section 1542 of the Civil Code of the State of California, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Executive's Initials:

(h) In signing this Release and the Agreement, Executive DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS RELEASE OR IN THE AGREEMENT, or by any of their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Release or otherwise, and Executive agrees that this Release will be interpreted and enforced in accordance with [] law;

(i) Executive acknowledges and agrees that Employer has allowed Executive at least [twenty-one (21)/forty-five (45)] days from the date Executive received the Employer's offer to consider this Release and the Agreement, and she has had sufficient time to consider her decision to enter into this Release and the Agreement;

(j) Executive agrees to the terms of this Release knowingly, voluntarily and without intimidation, coercion or pressure;

(k) Executive may revoke this Release within seven (7) calendar days after signing it, as described at the beginning of this Release.

This Release may be executed in any number of counterparts and by the parties hereto in separate counterparts, with the same effect as if the parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument, with original signature, photocopy signature, fax signature, or electronic signature permitted and accepted.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date set forth below.

“COMPANY”

PEAKSTONE REALTY TRUST

By:

Name:

Title:

Date:

“EXECUTIVE”

JAVIER F. BITAR

Date:

AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment No. 1"), is made and entered into this 14th day of November, 2023, by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "Company") and Nina Montazee Sitzer, an individual (the "Executive").

WHEREAS, the Company and Executive are currently parties to that certain Amended and Restated Employment Agreement, entered into March 23, 2023 (the "Existing Agreement"); and

WHEREAS, the Company and Executive now wish to amend the Existing Agreement as provided herein.

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

1. Section 6.1 is hereby amended by adding a new Subsection (d) at the end thereof to read as follows:

"Nothing in this Agreement, including the Confidential Information restrictions above, shall be construed to prohibit the Executive from, in good faith, communicating with, providing information to, filing a charge with, or participating in any investigation or proceeding conducted by any federal, state or local government agency or commission responsible for enforcement of law(s) applicable to the Company, including but not limited to, the Securities and Exchange Commission, Equal Employment Opportunity Commission, National Labor Relations Board, or the Department of Labor ("Government Agencies"). The Executive does not need to give notice to or obtain approval from the Company to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information. This Agreement does not limit the Executive's right to receive an award for information provided to any Government Agency."
2. The General Release attached as Exhibit A to the Existing Agreement is hereby deleted and replaced by Exhibit A attached to this Amendment No. 1.
3. Except as expressly amended hereby, the Existing Agreement will remain in full force and effect in accordance with its terms.
4. This Amendment No. 1 may be executed by .pdf or electronic signatures in any number of counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

[Signature Page Follows]

61514787

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date and year first above written.

"COMPANY"

PEAKSTONE REALTY TRUST

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

For purposes of Section 19 only

PKST OP, L.P.

By: **PEAKSTONE REALTY TRUST**, its general partner

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

PKST MANAGEMENT COMPANY, LLC

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

"EXECUTIVE"

NINA MOMTAZEE SITZER

Exhibit A

Form of Release

GENERAL RELEASE

Since you are over 40 years old, you are covered by the Age Discrimination in Employment Act of 1967. As such, you have been given at least [twenty-one (21)/forty-five (45) days] to consider this Release before executing it. You are hereby advised to consider the terms of this Release and consult with an attorney of your choice prior to executing this Release. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Release; voluntarily agree to all terms in this Release, which include full release of the Company and its affiliates from any and all claims you may have against it as set forth herein; and knowingly intend to be bound by this Release. You have a full seven (7) days after executing this Release to revoke it. This Release shall not become effective or enforceable until the revocation period has expired. Revocation shall be effective only upon written notice delivered to _____, within that seven (7)-day period. Rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et. seq.) that may arise after the date this Release is executed are not waived.

In consideration for the undertakings and promises set forth in that certain Amended and Restated Employment Agreement dated as of March 23, 2023, as amended (the "Agreement"), between Nina Momtazee Sitzer (the "Executive") and Peakstone Realty Trust, a Maryland real estate investment trust, (together with its affiliates the

"Company"), the terms of which are incorporated herein by reference, Executive (on behalf of himself and her heirs, assigns and successors in interest) unconditionally releases, discharges, and holds harmless the Company and its affiliates, and each of their respective current and former officers, directors, employees, agents, insurers, assigns and successors in interest (collectively, "Releasees") from each and every claim, cause of action, right, liability or demand of any kind and nature, and from any claims which may be derived therefrom, other than any such claims Executive has or might have under this Release or as otherwise set forth herein, that Executive had, has, or might claim to have against Releasees based upon facts occurring up to the time Executive executes this Release, whether presently known or unknown to Executive, and (i) arising from or in connection with Executive's employment, pay, bonuses or any other employee benefits, and other terms and conditions of employment or employment practices of the Company, or (ii) arising out of or relating to the termination of Executive's employment with Employer or the surrounding circumstances thereof, including, without limitation, any and all claims listed below (collectively, "Released Claims");

(a) based on discrimination and/or harassment on the basis of race, color, religion, sex, national origin, handicap, disability, genetic information, age or any other category protected by law under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Executive Order 11246, 42 USC § 1981, the Equal Pay Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefits Protection Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, COBRA (as any of these laws may have been amended), the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, or any other similar labor, employment or anti-discrimination law under state, federal or local law;

(b) based on any contract, tort, personal injury, wrongful discharge theory or other common law theory; or

(c) arising out of any written or oral agreements between Executive and the Company (other than the Agreement).

Notwithstanding anything herein to the contrary, nothing in this Release shall prohibit claims (i) covered by worker's compensation, (ii) for vested benefits under any employee benefit plan, (iii) under the Agreement, (iv) for qualified retirement and nonqualified retirement and deferred compensation benefits, (v) as an equityholder or in respect of vested equity compensation awards that remain unpaid or unsettled, (vi) under the Company's bylaws, certificate of incorporation or other similar governing document of the Company, (vii) under any director and officer insurance policy maintained by the Company or (viii) for indemnification and/or advancement of expenses as an officer, director, or employee of the Company or any current or former affiliate, whether arising under any indemnification agreement between the Company and Executive or otherwise; and nothing in this Release shall waive any rights or claims that may arise based on facts or events occurring after the date of Executive's execution of this Release, nor does it serve to waive any rights or claims that are precluded from being waived by applicable law.

Executive expressly acknowledges that this Release is intended to include in its effect, without limitation, all Claims which Executive does not know or suspect to exist in her favor at the time she signs this Release, and that this Release contemplates the extinguishment of any such Claim or Claims.

Except as otherwise set forth herein, Executive covenants not to sue or initiate any claims in any forum against any of the Releasees on account of or in relation to any Released Claim, or to knowingly and voluntarily incite or encourage other persons or entities to bring claims of any nature whatsoever against the Releasees. Executive further covenants not to accept, recover or receive any monetary damages or any other form of relief which may arise out of or in connection with any administrative proceedings which may be filed with or pursued independently by any governmental agency or agencies, whether federal, state or local (except as set forth herein). This provision does not prohibit Executive from filing a lawsuit challenging the validity of Executive's waiver of claims under the ADEA.

Protected Rights. Executive understands that nothing contained in this Release limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Executive further understands that this Release does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Employer. This Release does not limit Executive's right to receive an award for information provided to any Government Agencies and any claim to such an award is specifically excluded from Released Claims.

In addition, Executive agrees not to file a lawsuit asserting any claims that are waived in this Release. If Executive files such a lawsuit, Executive shall pay all costs incurred by Releasees (or any of them), including reasonable attorney's fees, in defending against Executive's claim. The preceding two

sentences of this paragraph do not apply if Executive files a charge or lawsuit under the ADEA challenging the validity of this Release. However, in the event any such ADEA lawsuit is unsuccessful, a court may order Executive to pay attorney's fees and/or costs incurred by Releasees (or any of them) where authorized by law. In the event any such ADEA lawsuit is successful, the severance benefits or payments Executive received for signing this Release shall serve as restitution, recoupment, or setoff to any monetary award received by Executive.

By signing this Release, Executive certifies that:

(a) Executive acknowledges and agrees that her waiver of rights under this Release is knowing and voluntary and complies in full with all criteria set forth in the regulations promulgated under the Older Workers Benefit Protection Act for release or waiver of claims under the ADEA and further complies in full with the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and any and all other applicable federal, state and local laws, regulations, and orders;

(b) Executive has carefully read and fully understands the provisions of this Release;

(c) The payment referred to in this Release and the Agreement exceeds that to which Executive would otherwise have been entitled, and that the actual payment is in exchange for his release of the claims referenced in this Release;

(d) Executive is advised via this Release to consult with an attorney before signing this Release. Executive acknowledges and agrees that she has in fact consulted with her attorneys prior to executing this Release;

(e) Executive understands that any discussions she may have had with counsel for the Company regarding her employment or this Release does not constitute legal advice to him and that she has had the opportunity to retain his own independent counsel to render such advice;

(f) Executive understands that this Release and the Agreement FOREVER RELEASE the Releasees to the extent set forth above, except that Executive is not releasing or waiving any claim under the Age Discrimination in Employment Act that may arise after Executive's execution of this Release and the Agreement;

(g) **The following applies if the Executive resides in, primarily works in, or receives pay in California.**

Executive expressly waives the protection of Section 1542 of the Civil Code of the State of California, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Executive's Initials:

(h) In signing this Release and the Agreement, Executive DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS RELEASE OR IN THE AGREEMENT, or by any of their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Release or otherwise, and Executive agrees that this Release will be interpreted and enforced in accordance with [] law;

(i) Executive acknowledges and agrees that Employer has allowed Executive at least [twenty-one (21)/forty-five (45)] days from the date Executive received the Employer's offer to consider this Release and the Agreement, and she has had sufficient time to consider her decision to enter into this Release and the Agreement;

(j) Executive agrees to the terms of this Release knowingly, voluntarily and without intimidation, coercion or pressure;

(k) Executive may revoke this Release within seven (7) calendar days after signing it, as described at the beginning of this Release.

This Release may be executed in any number of counterparts and by the parties hereto in separate counterparts, with the same effect as if the parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument, with original signature, photocopy signature, fax signature, or electronic signature permitted and accepted.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date set forth below.

“COMPANY”

PEAKSTONE REALTY TRUST

By: _____

Name: _____

Title: _____

Date: _____

“EXECUTIVE”

NINA MOMTAZEE SITZER

Date: _____

EXHIBIT 10.28

GRIFFIN REALTY TRUST, INC.
TIME-BASED RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (this “**Agreement**”) is made by and between Griffin Realty Trust, Inc., a Maryland corporation (the “**Company**”), and _____ (the “**Participant**”).

WHEREAS, the Company maintains a long-term incentive plan named Griffin Realty Trust, Inc. Amended and Restated Employee and Director Long-Term Incentive Plan (the “**Plan**”);

WHEREAS, the Plan allows the grant of Awards to full-time employees of the Company;

WHEREAS, the compensation committee (the “**Committee**”) of the board of directors of the Company (the “**Board**”) has designated employees of Griffin Capital Real Estate Company, LLC (“**GRECO**”), a Delaware limited liability company and wholly-owned subsidiary of GRT OP, L.P., the operating partnership of the Company and owner of 100% of the equity interests of GRECO (the “**Operating Partnership**”), as employees of the Company for purposes of the Plan and has otherwise determined that such employees of GRECO are eligible persons under the Plan;

WHEREAS, the Committee has determined that GRECO is an Affiliate under the Plan;

WHEREAS, the Participant is a full-time employee of GRECO;

WHEREAS, Section 10 of the Plan provides for the issuance of restricted stock units (“**RSUs**”) to eligible persons; and

WHEREAS, the Committee has determined that it would be to the advantage and in the best interest of the Company and its Affiliates to cause RSUs to be issued to the Participant under the Plan, subject to the terms and conditions set forth herein (the “**Award**”).

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

“**Plan**”¹. **Issuance of RSUs**. The Participant shall be granted, by the Company, a total of _____ RSUs, granted as of **August 5, 2022** (the “**Grant Date**”), subject to the terms and conditions, rights, voting powers, restrictions and limitations set forth herein and in the Plan.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

(a) “**Cause**” means “Cause” as defined in the Employment Agreement.

(b) “**Change in Control**” means a “change in control event” with respect to either GRECO or the Company, or both of them, within the meaning of Section 409A of the Code.

(c) “**Code**” means the Internal Revenue Code of 1986, as amended.

(d) “**Disability**” means “Disability” as defined in the Employment Agreement.

(e) “**Employment Agreement**” means that certain employment agreement between the Company, GRECO, the Operating Partnership, and the Participant dated _____ [], 20____, as in effect on the date hereof.

(f) “**Good Reason**” means “Good Reason” as defined in the Employment Agreement.

(g) “**Person**” means “Person” as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), as modified and used in Sections 13(d) and 14(d) thereof,

except that such term shall not include (i) the Company or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(h) **"Qualifying Termination"** means a termination of the Participant's employment and service with GRECO and its Subsidiaries (or any successors thereto) by reason of (i) the Participant's death, (ii) a termination due to the Participant's Disability, (iii) an involuntary termination by the Company, GRECO or any of their Subsidiaries other than for Cause, or (iv) a voluntary termination by the Participant for Good Reason.

(i) **"RSUs"** means an Award issued under the Plan which entitles the holder, upon satisfaction of the vesting and other conditions set forth in the applicable award agreement and Plan, to be issued Shares.

(j) **"Share"** means one share of common stock of the Company.

(k) **"Subsidiary"** means with respect to any Person, any entity in which it owns, directly or indirectly, the majority of the equity.

3. Plan Governs; Stockholder Rights; Transfer Restrictions.

(a) The RSUs are subject to the terms of the Plan and this Agreement.

(b) The Participant shall be entitled to a Distribution Equivalent Right with respect to this Award in the event that a dividend, distribution or liquidation payment is paid with respect to Shares of the Company on or after January 1, 2022, *provided* that the record date for such dividend, distribution or liquidation payment occurs on or after January 1, 2022 and the Participant has not forfeited the corresponding RSU prior to the payment date thereof. Such Distribution Equivalent Right (i) shall equal the total number of Shares underlying the Participant's Award, multiplied by the amount of such dividend, distribution or liquidation payment, (ii) shall be in the same form as the applicable dividend, distribution or liquidation payment, and (iii) shall be paid to the Participant within thirty (30) days following the date such dividend, distribution or liquidation payment is paid to the Company's stockholders or, if such dividend, distribution or liquidation payment was paid to the Company's stockholders prior to the Grant Date, payment shall occur within thirty (30) days following the Grant Date.

Except as provided above, the Award shall not confer upon the Participant any rights as a stockholder of the Company unless and until such issued Shares are reflected as issued and outstanding on the Company's stock ledger.

(c) Without the consent of the Committee (which it may give or withhold in its sole discretion), the Participant shall not sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, **"Transfer"**) any unvested RSUs or any portion of the Award attributable to such unvested RSUs (or any securities into which such unvested RSUs are converted or exchanged), other than by will, pursuant to the laws of descent and distribution or to a "family member" within the meaning of the Securities Act (the **"Transfer Restrictions"**); *provided, however*, that the Transfer Restrictions shall not apply to any Transfer of unvested RSUs or the Award to the Company. Any permitted transferee of the Award or RSUs shall take such Award or RSUs subject to the terms of the Plan and this Agreement. Any such permitted transferee must, upon the request of the Company, agree to such waivers, limitations, and restrictions as the Company may reasonably require. Any Transfer of the Award or RSUs which is not made in compliance with the Plan and this Agreement shall be null and void and of no effect ab initio.

4. Vesting. The RSUs shall vest and become nonforfeitable with respect to $\frac{1}{3}$ of the RSUs on December 31 of each of 2022, 2023, and 2024, subject to the Participant's continued employment and service with GRECO, the Company or any of their Subsidiaries (or applicable successors thereto) through the applicable vesting date; *provided* that vesting may accelerate as specifically set forth in the Employment Agreement, or in the following situations:

(a) Change in Control. Subject to Section 4(b), in the event that a Change in Control occurs, the RSUs shall vest in full as of immediately prior thereto, unless this Award is assumed, continued, converted or replaced with a substantially similar award by the Company or a successor entity or its parent or subsidiary.

(b) Effect of Termination of Service. In the event that the Participant incurs a Qualifying Termination, the RSUs shall vest in full as of immediately prior to such Qualifying Termination.

In the event of the Participant's termination of employment and service with GRECO, the Company and their Subsidiaries for any reason (other than a Qualifying Termination), all RSUs that have not vested as of the date of such termination of employment or service (after taking into account any accelerated vesting that occurs in connection with such termination) shall automatically and without further action be cancelled and forfeited without payment of any consideration therefor, and the Participant shall have no further right to or interest in such RSUs.

The benefits provided by this Section 4(b) are subject to the condition that the Participant (or, in the event of the Participant's death or Disability, the Participant's estate or personal representative, as the case may be) timely execute and not revoke a written release of claims against GRECO, the Company and their Subsidiaries in the form attached as Exhibit A to the Employment Agreement (a "Release"). Such signed Release must be delivered to the Company on or within sixty (60) days following the date of such Qualifying Termination. If the date for signing the Release spans two calendar years, then the Shares that are otherwise due upon vesting of the RSUs shall not be issued prior to the first day of the second such calendar year.

5. Settlement of Award. Subject to the release requirements set forth in Section 4(b) and Participant's timely execution of any required documents as described in Section 7, as soon as administratively practicable following the date that an RSU vests, but in any event within seventy (70) days thereafter, the Company will issue to the Participant one Share for each vested RSU (on a one-to-one basis). In all cases, the issuance and delivery of Shares under this Agreement is intended to qualify as a short-term deferral as provided by Treasury Regulation Section 1.409A-1(b)(4) and shall be construed and administered in such a manner.

6. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Shares, the Committee shall adjust the number of outstanding RSUs in an equitable manner to reflect such event, including in the case of a stock dividend taking into account any Distribution Equivalent Rights paid to the Participant. Adjustments under this paragraph will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If the Company shall be the surviving or resulting corporation in any merger or consolidation in which the Shares are converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of Shares subject to the RSUs would have been entitled. If the stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of Shares subject to the RSUs would have been entitled, in the same manner and to the same extent, including the same restrictions and vesting and payment schedule, as the RSUs.

(c) Other Adjustments. Notwithstanding the foregoing, the RSUs shall be subject to adjustment as set forth in the Plan.

7. Company Documents. At the Company's reasonable and customary request, the Participant must timely execute and deliver to the Company any shareholders' agreements, investment representations or other documents that the Company, in its sole discretion, deems necessary or desirable to effectuate the issuance of the Shares.

8. Securities Law Compliance. None of the Company's securities are presently publicly traded, and the Company has made no representations, covenants or agreements as to whether there will be a public market for any of its securities. The RSUs cannot be transferred by the Participant unless such transfer is registered under the Securities Act or an exemption from such registration is available. The Company has made no agreements, covenants or undertakings whatsoever to register the transfer of the RSUs under the Securities Act. The Company has made no representations, warranties, or covenants whatsoever as to whether any exemption from the Securities Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the Securities Act, shall be available. If an exemption under Rule 144 is available at all, it shall not be available until at least six months from issuance of the Award and then not unless the terms and conditions of Rule 144 have been satisfied.

To the extent not inconsistent with applicable law, the Participant agrees not to effect any sale or distribution of the RSUs or any Shares received as a result thereof, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the Securities Act, during the 14 days prior to, and for a period of up to 90 days beginning on the date of the pricing of any public or private debt or equity securities offering by the Company (except as part of such offering), if and to the extent requested in writing by the Company in the case of a non-underwritten public or private offering or if and to the extent requested in writing by the managing underwriter or underwriters (or initial purchaser or initial purchasers, as the case may be) and consented to by the Company, which consent may be given or withheld in the Company's sole and absolute discretion, in the case of an underwritten public or private offering (such agreement to be in the form of a lock-up agreement provided by the Company, managing underwriter or underwriters, or initial purchaser or initial purchasers, as the case may be).

Certificates evidencing the Shares issued in connection with the RSUs, to the extent such certificates are issued, may bear such restrictive legends as the Company and/or the Company's counsel may deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following legends or any legends similar thereto:

"Any transfer of the securities represented hereby shall be invalid unless a Registration Statement under the Securities Act of 1933, as amended (the "Securities Act") is in effect as to such transfer or in the opinion of counsel for Griffin Realty Trust, Inc. (the "Company") such registration is unnecessary in order for such transfer to comply with the Securities Act. The securities represented hereby are subject to transferability and other restrictions as set forth in (i) a written agreement with the Company and (ii) the Griffin Realty Trust, Inc. Amended and Restated Employee and Director Long Term Incentive Plan, in each case, as has been and as may in the future be amended (or amended and restated) from time to time, and such securities may not be sold or otherwise transferred except pursuant to the provisions of such documents."

The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all applicable laws. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

9. **Taxes.** GRECO, the Company or any of their Subsidiaries may withhold from the Participant's wages, or require the Participant to pay to such entity, any applicable withholding or employment taxes resulting from the vesting or settlement of the Award (including the RSUs and/or the Distribution Equivalent Rights); *provided, however*, that GRECO, the Company and their Subsidiaries,

and the Affiliates, have not made warranties or representations to the Participant with respect to the income tax consequences of the transactions contemplated by this Agreement, and the Participant is in no manner relying on GRECO, the Company or any of their Subsidiaries, or any Affiliate, or the representatives of each, for an assessment of such tax consequences. Notwithstanding the foregoing, and with the prior approval of the Committee, the Participant may, upon vesting or settlement of the RSUs, elect to have the Company withhold Shares equal in value to the maximum statutory rate for federal, state, and local income and employment taxes applicable in Participant's jurisdiction to satisfy any withholding tax obligations resulting from the vesting and settlement of the RSUs. To the extent that the Shares withheld are not sufficient to cover all taxes due, the Participant shall be responsible for any remaining amount of taxes that may be due. To the extent that any Federal Insurance Contributions Act tax withholding obligations arise in connection with the Award, the Company shall accelerate the payment of a portion of the Award sufficient to satisfy (but not in excess of) such tax withholding obligations and any tax withholding obligations associated with any such accelerated payment, and the Company shall withhold such amounts in satisfaction of such withholding obligations. The Participant is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her receipt and settlement of the RSUs.

10. **Remedies.** The Participant shall be liable to GRECO, the Company and their Subsidiaries for all costs and damages, including incidental and consequential damages, resulting from a disposition of the Award or the RSUs which is in violation of the provisions of this Agreement. Without limiting the generality of the foregoing, the Participant agrees that the Company shall be entitled to obtain specific performance of the obligations of the Participant under this Agreement and immediate injunctive relief in the event any action or proceeding is brought in equity to enforce the same. The Participant shall not urge as a defense that there is an adequate remedy at law.

11. **Code Section 409A.**

(a) **General.** To the extent applicable, this Agreement shall be interpreted so that this Award is exempt from (or, to the extent that exemption is not possible, to comply with) Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Grant Date the Company determines that the Award must be revised to maintain exemption from or to comply with Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A; *provided, however*, that this Section 11 shall not create any obligation on the part of GRECO, the Company or any of their Subsidiaries to adopt any such amendment, policy or procedure or take any such other action, and none of GRECO, the Company or any of their Subsidiaries shall have any obligation to indemnify any Person for any taxes imposed under or by operation of Section 409A (except to the extent such taxes are imposed due to an operational failure).

(b) Notwithstanding anything to the contrary in this Agreement, no amounts shall be paid to the Participant under this Agreement during the six (6)-month period following the Participant's "separation from service" to the extent that the Committee determines that the Participant is a "specified employee" (each within the meaning of Code Section 409A) at the time of such separation from service and that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Code Section 409A(a)(2)(b)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such additional taxes), the Company shall pay to the Participant in a lump-sum all amounts that would have otherwise been payable to the Participant during such six (6)-month period under this Agreement. Such specified employee delay does not apply to payments made on account of payment of employment taxes or income inclusion, as described in Treasury Regulation Section 1.409A-3(j)(4)(vi) and (vii).

(c) Distribution Equivalent Rights. Any Distribution Equivalent Rights granted in connection with the RSUs issued hereunder, and any amounts that may become distributable in respect thereof, shall be treated separately from such RSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A.

12. Miscellaneous.

(a) Incorporation of the Plan. This Agreement is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

(b) Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of GRECO, the Company or any of their Subsidiaries or shall interfere with or restrict in any way the rights of GRECO, the Company or any of their Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between GRECO, the Company or any Subsidiary and the Participant.

(c) No Benefit Accruals. This Award is designated as a bonus that is in addition to the regular cash wages of the Participant. No amount of stock or income received by the Participant pursuant to this Award will be considered compensation for purposes of any severance or any pension, retirement, insurance or other employee benefit plan or program of GRECO, the Company or any of their Subsidiaries in calculating any employment-related benefits to which the Participant may be entitled from the Participant's employment or service with GRECO. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

(d) Governing Law. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

(e) Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant. For purposes of this paragraph, "material" means a change that the Committee or Board determines, in good faith, could reasonably be expected to result in a reduction in the dollar value of the RSUs or could reasonably be expected to result in a curtailment of the Participant's rights to receive the Shares or Distribution Equivalent Rights hereunder. For clarity, changes to features that the Committee or Board determines in good faith are an insignificant or unimportant feature of the Award, involve an administrative process, or are too remote to be reasonably expected to occur, shall not be considered "material."

(f) Notices. Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on GRECO's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

(g) Successors and Assigns. GRECO, the Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of GRECO, the Company and their Subsidiaries. Subject to the restrictions on transfer set forth in Section 3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, committees, successors and assigns.

(h) Entire Agreement. The Plan and this Agreement (including all exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and

agreements of GRECO, the Company and their Subsidiaries and the Participant with respect to the subject matter hereof.

(i) Clawback. This Award shall be subject to any clawback or recoupment policy required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRIFFIN REALTY TRUST, INC.,

a Maryland corporation

By: _____

Name: Michael J. Escalante

Title: Chief Executive Officer

The Participant hereby accepts and agrees to be bound by all of the terms and conditions of this Agreement.

Participant

Print Name: _____

EXHIBIT 10.29

GRIFFIN REALTY TRUST, INC.

TIME-BASED RESTRICTED STOCK UNIT AGREEMENT FOR EMPLOYEES

This Restricted Stock Unit Agreement (this "**Agreement**") is made by and between Griffin Realty Trust, Inc., a Maryland corporation (the "**Company**"), and _____ (the "**Participant**").

WHEREAS, the Company maintains a long-term incentive plan named Griffin Realty Trust, Inc. Amended and Restated Employee and Director Long-Term Incentive Plan (the "**Plan**");

WHEREAS, the Plan allows the grant of Awards to full-time employees of the Company;

WHEREAS, the compensation committee (the "**Committee**") of the board of directors of the Company (the "**Board**") has designated employees of Griffin Capital Real Estate Company, LLC ("**GRECO**"), a Delaware limited liability company and wholly-owned subsidiary of GRT OP, L.P., the operating partnership of the Company and owner of 100% of the equity interests of GRECO (the "**Operating Partnership**"), as employees of the Company for purposes of the Plan and has otherwise determined that such employees of GRECO are eligible persons under the Plan;

WHEREAS, the Committee has determined that GRECO is an Affiliate under the Plan;

WHEREAS, the Participant is a full-time employee of GRECO;

WHEREAS, Section 10 of the Plan provides for the issuance of restricted stock units ("**RSUs**") to eligible persons; and

WHEREAS, the Committee has determined that it would be to the advantage and in the best interest of the Company and its Affiliates to cause RSUs to be issued to the Participant under the Plan, subject to the terms and conditions set forth herein (the "**Award**").

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

1. **Issuance of RSUs.** The Participant shall be granted, by the Company, a total of ____ RSUs, granted as of **August 5, 2022** (the "**Grant Date**"), subject to the terms and conditions, rights, voting powers, restrictions and limitations set forth herein and in the Plan.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

(a) "**Cause**" means "Cause" as defined in the Plan.

(b) "**Change in Control**" means a "change in control event" with respect to either GRECO or the Company, or both of them, within the meaning of Section 409A of the Code.

(c) "**Code**" means the Internal Revenue Code of 1986, as amended.

(d) "**Person**" means "Person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(e) "**RSUs**" means an Award issued under the Plan which entitles the holder, upon satisfaction of the vesting and other conditions set forth in the applicable award agreement and Plan, to be issued Shares.

(f) "**Share**" means one share of common stock of the Company.

(g) "**Subsidiary**" means with respect to any Person, any entity in which it owns, directly or indirectly, the majority of the equity.

3. **Plan Governs; Stockholder Rights; Transfer Restrictions.**

(a) The RSUs are subject to the terms of the Plan and this Agreement.

(b) The Award shall not confer upon the Participant any rights as a stockholder of the Company, including but not limited to, the right to receive any cash distributions or dividends and the right to vote on any issues presented to stockholders for a vote, unless and until such issued Shares are reflected as issued and outstanding on the Company's stock ledger. For the avoidance of doubt, a Participant will not receive any cash distributions or dividends on any RSUs until such RSUs have vested. For instance, if the RSUs vest in accordance with the vesting schedule described in Section 4 below, a Participant will receive an amount of Shares equal to $\frac{1}{3}$ of the Participant's RSUs as of December 31, 2022, $\frac{1}{3}$ of the Participant's RSUs as of December 31, 2023, and $\frac{1}{3}$ of the Participant's RSUs as of December 31, 2024, and will accordingly have all rights of a stockholder of the Company with respect to such Shares at such time.

(c) Without the consent of the Committee (which it may give or withhold in its sole discretion), the Participant shall not sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "**Transfer**") any unvested RSUs or any portion of the Award attributable to such unvested RSUs (or any securities into which such unvested RSUs are converted or exchanged), other than by will, pursuant to the laws of descent and distribution or to a "family member" within the meaning of the Securities Act (the "**Transfer Restrictions**"); provided, however, that the Transfer Restrictions shall not apply to any Transfer of unvested RSUs or the Award to the Company. Any permitted transferee of the Award or RSUs shall take such Award or RSUs subject to the terms of the Plan and this Agreement. Any

such permitted transferee must, upon the request of the Company, agree to such waivers, limitations, and restrictions as the Company may reasonably require. Any Transfer of the Award or RSUs which is not made in compliance with the Plan and this Agreement shall be null and void and of no effect ab initio.

4. Vesting. The RSUs shall vest and become nonforfeitable with respect to $\frac{1}{3}$ of the RSUs on December 31 of each of 2022, 2023, and 2024, subject to the Participant's continued employment and service with GRECO, the Company or any of their Subsidiaries (or applicable successors thereto) through the applicable vesting date; *provided* that vesting may accelerate in the event of (i) the death or Disability of a Participant, in which instance the RSUs shall vest in full as of the date of the Participant's death or the date of determination of the Participant's Disability, as applicable, or (ii) the occurrence of a Change in Control, in which instance the RSUs shall vest in full as of immediately prior thereto, unless this Award is assumed, continued, converted or replaced with a substantially similar award by the Company or a successor entity or its parent or subsidiary. For purposes of this Agreement, the term "**Disability**" shall mean the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

5. Effect of Termination of Service. In the event of the Participant's termination of employment and service with GRECO, the Company and their Subsidiaries for any reason, all RSUs that have not vested as of the date of such termination of employment or service (after taking into account any accelerated vesting that occurs in connection with such termination) shall automatically and without further action be cancelled and forfeited without payment of any consideration therefor, and the Participant shall have no further right to or interest in such RSUs.

6. Settlement of Award. Subject to the Participant's timely execution of any required documents as described in Section 8, as soon as administratively practicable following the date that an RSU vests, but in any event within seventy (70) days thereafter, the Company will issue to the Participant one Share for each vested RSU (on a one-to-one basis). In all cases, the issuance and delivery of Shares under this Agreement is intended to qualify as a short-term deferral as provided by Treasury Regulation Section 1.409A-1(b)(4) and shall be construed and administered in such a manner.

7. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Shares, the Committee shall adjust the number of outstanding RSUs in an equitable manner to reflect such event. Adjustments under this paragraph will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If the Company shall be the surviving or resulting corporation in any merger or consolidation in which the Shares are converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of Shares subject to the RSUs would have been entitled. If the stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of Shares subject to the RSUs would have been entitled, in the same manner and to the same extent, including the same restrictions and vesting and payment schedule, as the RSUs.

(c) Other Adjustments. Notwithstanding the foregoing, the RSUs shall be subject to adjustment as set forth in the Plan.

8. Company Documents. At the Company's reasonable and customary request, the Participant must timely execute and deliver to the Company any shareholders' agreements, investment representations or other documents that the Company, in its sole discretion, deems necessary or desirable to effectuate the issuance of the Shares.

9. Securities Law Compliance. None of the Company's securities are presently publicly traded, and the Company has made no representations, covenants or agreements as to whether there will be a public market for any of its securities. The RSUs cannot be transferred by the Participant unless such transfer is registered under the Securities Act or an exemption from such registration is available. The Company has made no agreements, covenants or undertakings whatsoever to register the transfer of the RSUs under the Securities Act. The Company has made no representations, warranties, or covenants whatsoever as to whether any exemption from the Securities Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the Securities Act, shall be available. If an exemption under Rule 144 is available at all, it shall not be available until at least six months from issuance of the Award and then not unless the terms and conditions of Rule 144 have been satisfied.

To the extent not inconsistent with applicable law, the Participant agrees not to effect any sale or distribution of the RSUs or any Shares received as a result thereof, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the Securities Act, during the 14 days prior to, and for a period of up to 90 days beginning on the date of the pricing of any public or private debt or equity securities offering by the Company (except as part of such offering), if and to the extent requested in writing by the Company in the case of a non-underwritten public or private offering or if and to the extent requested in writing by the managing underwriter or underwriters (or initial purchaser or initial purchasers, as the case may be) and consented to by the Company, which consent may be given or withheld in the Company's sole and absolute discretion, in the case of an underwritten public or private offering (such agreement to be in the form of a lock-up agreement provided by the Company, managing underwriter or underwriters, or initial purchaser or initial purchasers, as the case may be).

Certificates evidencing the Shares issued in connection with the RSUs, to the extent such certificates are issued, may bear such restrictive legends as the Company and/or the Company's counsel may deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following legends or any legends similar thereto:

"Any transfer of the securities represented hereby shall be invalid unless a Registration Statement under the Securities Act of 1933, as amended (the

"Securities Act") is in effect as to such transfer or in the opinion of counsel for Griffin Realty Trust, Inc. (the "Company") such registration is unnecessary in order for such transfer to comply with the Securities Act. The securities represented hereby are subject to transferability and other restrictions as set forth in (i) a written agreement with the Company and (ii) the Griffin Realty Trust, Inc. Amended and Restated Employee and Director Long Term Incentive Plan, in each case, as has been and as may in the future be amended (or amended and restated) from time to time, and such securities may not be sold or otherwise transferred except pursuant to the provisions of such documents."

The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all applicable laws. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

10. **Taxes.** GRECO, the Company or any of their Subsidiaries may withhold from the Participant's wages, or require the Participant to pay to such entity, any applicable withholding or employment taxes resulting from the vesting or settlement of the Award (including the RSUs); *provided, however*, that GRECO, the Company and their Subsidiaries, and the Affiliates, have not made warranties or representations to the Participant with respect to the income tax consequences of the transactions contemplated by this Agreement, and the Participant is in no manner relying on GRECO, the Company or any of their Subsidiaries, or any Affiliate, or the representatives of each, for an assessment of such tax consequences. Notwithstanding the foregoing, and with the prior approval of the Committee, the Participant may, upon vesting or settlement of the RSUs, elect to have the Company withhold Shares equal in value to the maximum statutory rate for federal, state, and local income and employment taxes applicable in Participant's jurisdiction to satisfy any withholding tax obligations resulting from the vesting and settlement of the RSUs. To the extent that the Shares withheld are not sufficient to cover all taxes due, the Participant shall be responsible for any remaining amount of taxes that may be due. To the extent that any Federal Insurance Contributions Act tax withholding obligations arise in connection with the Award, the Company shall accelerate the payment of a portion of the Award sufficient to satisfy (but not in excess of) such tax withholding obligations and any tax withholding obligations associated with any such accelerated payment, and the Company shall withhold such amounts in satisfaction of such withholding obligations. The Participant is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her receipt and settlement of the RSUs.

11. **Remedies.** The Participant shall be liable to GRECO, the Company and their Subsidiaries for all costs and damages, including incidental and consequential damages, resulting from a disposition of the Award or the RSUs which is in violation of the provisions of this Agreement. Without limiting the generality of the foregoing, the Participant agrees that the Company shall be entitled to obtain specific performance of the obligations of the Participant under this Agreement and immediate injunctive relief in the event any action or proceeding is brought in equity to enforce the same. The Participant shall not urge as a defense that there is an adequate remedy at law.

12. **Code Section 409A.**

(a) **General.** To the extent applicable, this Agreement shall be interpreted so that this Award is exempt from (or, to the extent that exemption is not possible, to comply with) Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Grant Date the Company determines that the Award must be revised

to maintain exemption from or to comply with Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A; *provided, however*, that this Section 12 shall not create any obligation on the part of GRECO, the Company or any of their Subsidiaries to adopt

any such amendment, policy or procedure or take any such other action, and none of GRECO, the Company or any of their Subsidiaries shall have any obligation to indemnify any Person for any taxes imposed under or by operation of Section 409A (except to the extent such taxes are imposed due to an operational failure).

(b) Notwithstanding anything to the contrary in this Agreement, no amounts shall be paid to the Participant under this Agreement during the six (6)-month period following the Participant's "separation from service" to the extent that the Committee determines that the Participant is a "specified employee" (each within the meaning of Code Section 409A) at the time of such separation from service and that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Code Section 409A(a)(2)(b)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such additional taxes), the Company shall pay to the Participant in a lump-sum all amounts that would have otherwise been payable to the Participant during such six (6)-month period under this Agreement. Such specified employee delay does not apply to payments made on account of payment of employment taxes or income inclusion, as described in Treasury Regulation Section 1.409A-3(j)(4)(vi) and (vii).

13. Miscellaneous.

(a) Incorporation of the Plan. This Agreement is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

(b) Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of GRECO, the Company or any of their Subsidiaries or shall interfere with or restrict in any way the rights of GRECO, the Company or any of their Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between GRECO, the Company or any Subsidiary and the Participant.

(c) No Benefit Accruals. This Award is designated as a bonus that is in addition to the regular cash wages of the Participant. No amount of stock or income received by the Participant pursuant to this Award will be considered compensation for purposes of any severance or any pension, retirement, insurance or other employee benefit plan or program of GRECO, the Company or any of their Subsidiaries in calculating any employment-related benefits to which the Participant may be entitled from the Participant's employment or service with GRECO. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

(d) Governing Law. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

(e) Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant. For purposes of this paragraph, "material" means a change that the Committee or Board determines, in good faith, could reasonably be expected to result in a reduction in the dollar value of the RSUs or could reasonably be expected to result in a curtailment of the Participant's rights to receive the Shares hereunder. For clarity, changes to features that the Committee or Board determines in good faith

are an insignificant or unimportant feature of the Award, involve an administrative process, or are too remote to be reasonably expected to occur, shall not be considered "material."

(f) **Notices.** Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on GRECO's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

(g) **Successors and Assigns.** GRECO, the Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of GRECO, the Company and their Subsidiaries. Subject to the restrictions on transfer set forth in Section 3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, committees, successors and assigns.

(h) **Entire Agreement.** The Plan and this Agreement (including all exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of GRECO, the Company and their Subsidiaries and the Participant with respect to the subject matter hereof.

(i) **Clawback.** This Award shall be subject to any clawback or recoupment policy required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRIFFIN REALTY TRUST, INC.,

a Maryland corporation

By: _____

Name: Michael J. Escalante

Title: Chief Executive Officer

The Participant hereby accepts and agrees to be bound by all of the terms and conditions of this Agreement.

Participant

Print Name: _____

EXHIBIT 10.30

**PEAKSTONE REALTY TRUST
TIME-BASED RESTRICTED SHARE UNIT AGREEMENT**

This Restricted Share Unit Agreement (this "**Agreement**") is made by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "**Company**"), and _____ (the "**Participant**").

WHEREAS, the Company maintains a long-term incentive plan named Griffin Realty Trust Amended and Restated Employee and Trustee Long-Term Incentive Plan (the "**Plan**");

WHEREAS, the Plan allows the grant of Awards to full-time employees of the Company;

WHEREAS, the compensation committee (the "**Committee**") of the board of trustees of the Company (the "**Board**") has designated employees of Griffin Capital Real Estate Company, LLC ("**GRECO**"), a Delaware limited liability company and wholly-owned subsidiary of PKST OP, L.P., the operating partnership of the

Company and owner of 100% of the equity interests of GRECO (the “**Operating Partnership**”), as employees of the Company for purposes of the Plan and has otherwise determined that such employees of GRECO are eligible persons under the Plan;

WHEREAS, the Committee has determined that GRECO is an Affiliate under the Plan;

WHEREAS, the Participant is a full-time employee of GRECO;

WHEREAS, Section 10 of the Plan provides for the issuance of restricted share units (“**RSUs**”) to eligible persons; and

WHEREAS, the Committee has determined that it would be to the advantage and in the best interest of the Company and its Affiliates to cause RSUs to be issued to the Participant under the Plan, subject to the terms and conditions set forth herein (the “**Award**”).

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

1. **Issuance of RSUs**. The Participant shall be granted, by the Company, a total of _____ RSUs, granted as of **March 23, 2023** (the “**Grant Date**”), subject to the terms and conditions, rights, voting powers, restrictions and limitations set forth herein and in the Plan.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

(a) “**Cause**” means “Cause” as defined in the Employment Agreement.

(b) “**Change in Control**” means a “change in control event” with respect to either GRECO or the Company, or both of them, within the meaning of Section 409A of the Code.

(c) “**Code**” means the Internal Revenue Code of 1986, as amended.

(d) “**Disability**” means “Disability” as defined in the Employment Agreement.

(e) “**Employment Agreement**” means that certain employment agreement between the Company, GRECO, the Operating Partnership, and the Participant dated _____ [], 20____, as in effect on the date hereof.

(f) “**Good Reason**” means “Good Reason” as defined in the Employment Agreement.

(g) “**Person**” means “Person” as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of shares of the Company.

(h) “**Qualifying Termination**” means a termination of the Participant’s employment and service with GRECO and its Subsidiaries (or any successors thereto) by reason of (i) the Participant’s death, (ii) a termination due to the Participant’s Disability, (iii) an involuntary termination by the Company, GRECO or any of their Subsidiaries other than for Cause, or (iv) a voluntary termination by the Participant for Good Reason.

(i) “**RSUs**” means an Award issued under the Plan which entitles the holder, upon satisfaction of the vesting and other conditions set forth in the applicable award agreement and Plan, to be issued Shares.

(j) “**Share**” means one common share of the Company.

(k) “**Subsidiary**” means with respect to any Person, any entity in which it owns, directly or indirectly, the majority of the equity.

3. Plan Governs; Shareholder Rights; Transfer Restrictions.

(a) The RSUs are subject to the terms of the Plan and this Agreement.

(b) The Participant shall be entitled to a Distribution Equivalent Right with respect to this Award in the event that a dividend, distribution or liquidation payment is paid with respect to Shares of the Company on or after January 1, 2023, *provided* that the record date for such dividend, distribution or liquidation payment occurs on or after January 1, 2023 and the Participant has not forfeited the corresponding RSU prior to the payment date thereof. Such Distribution Equivalent Right (i) shall equal the total number of Shares underlying the Participant's Award, multiplied by the amount of such dividend, distribution or liquidation payment, (ii) shall be in the same form as the applicable dividend, distribution or liquidation payment, and (iii) shall be paid to the Participant within thirty (30) days following the date such dividend, distribution or liquidation payment is paid to the Company's shareholders or, if such dividend, distribution or liquidation payment was paid to the Company's shareholders prior to the Grant Date, payment shall occur within thirty (30) days following the Grant Date.

Except as provided above, the Award shall not confer upon the Participant any rights as a shareholder of the Company unless and until such issued Shares are reflected as issued and outstanding on the Company's stock ledger.

(c) Without the consent of the Committee (which it may give or withhold in its sole discretion), the Participant shall not sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "**Transfer**") any unvested RSUs or any portion of the Award attributable to such unvested RSUs (or any securities into which such unvested RSUs are converted or exchanged), other than by will, pursuant to the laws of descent and distribution or to a "family member" within the meaning of the Securities Act (the "**Transfer Restrictions**"); *provided, however*, that the Transfer Restrictions shall not apply to any Transfer of unvested RSUs or the Award to the Company. Any permitted transferee of the Award or RSUs shall take such Award or RSUs subject to the terms of the Plan and this Agreement. Any such permitted transferee must, upon the request of the Company, agree to such waivers, limitations, and restrictions as the Company may reasonably require. Any Transfer of the Award or RSUs which is not made in compliance with the Plan and this Agreement shall be null and void and of no effect ab initio.

4. Vesting. The RSUs shall vest and become nonforfeitable with respect to $\frac{1}{3}$ of the RSUs on December 31 of each of 2023, 2024, and 2025, subject to the Participant's continued employment and service with GRECO, the Company or any of their Subsidiaries (or applicable successors thereto) through

the applicable vesting date; *provided* that vesting may accelerate as specifically set forth in the Employment Agreement, or in the following situations:

(a) Change in Control. Subject to Section 4(b), in the event that a Change in Control occurs, the RSUs shall vest in full as of immediately prior thereto, unless this Award is assumed, continued, converted or replaced with a substantially similar award by the Company or a successor entity or its parent or subsidiary.

(b) Effect of Termination of Service. In the event that the Participant incurs a Qualifying Termination, the RSUs shall vest in full as of immediately prior to such Qualifying Termination.

In the event of the Participant's termination of employment and service with GRECO, the Company and their Subsidiaries for any reason (other than a Qualifying Termination), all RSUs that have not vested as of the date of such termination of employment or service (after taking into account any accelerated vesting that occurs in connection with such termination) shall automatically and without further action be cancelled and forfeited without payment of any consideration therefor, and the Participant shall have no further right to or interest in such RSUs.

The benefits provided by this Section 4(b) are subject to the condition that the Participant (or, in the event of the Participant's death or Disability, the Participant's estate or personal representative, as the case may be) timely execute and not revoke a written release of claims against GRECO, the Company and their Subsidiaries in the form attached as Exhibit A to the Employment Agreement (a "**Release**"). Such signed Release must be delivered to the Company on or within sixty (60) days following the date of such Qualifying Termination. If the date for signing the Release spans two calendar years, then the Shares that are otherwise due upon vesting of the RSUs shall not be issued prior to the first day of the second such calendar year.

5. Settlement of Award. Subject to the release requirements set forth in Section 4(b) and Participant's timely execution of any required documents as described in Section 7, as soon as administratively practicable following the date that an RSU vests, but in any event within seventy (70) days thereafter, the Company will issue to the Participant one Share for each vested RSU (on a one-to-one basis). In all cases, the issuance and delivery of Shares under this Agreement is intended to qualify as a short-term deferral as provided by Treasury Regulation Section 1.409A-1(b)(4) and shall be construed and administered in such a manner.

6. Adjustments for Corporate Transactions and Other Events.

(a) Share Dividend, Share Split and Reverse Share Split. Upon a share dividend of, or share split or reverse share split affecting, the Shares, the Committee shall adjust the number of outstanding RSUs in an equitable manner to reflect such event, including in the case of a share dividend taking into account any Distribution Equivalent Rights paid to the Participant. Adjustments under this paragraph will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If the Company shall be the surviving or resulting corporation in any merger or consolidation in which the Shares are converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of Shares subject to the RSUs would have been entitled. If the shareholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of Shares subject to the RSUs would have been entitled, in the same manner and to the same extent, including the same restrictions and vesting and payment schedule, as the RSUs.

(c) Other Adjustments. Notwithstanding the foregoing, the RSUs shall be subject to adjustment as set forth in the Plan.

7. Company Documents. At the Company's reasonable and customary request, the Participant must timely execute and deliver to the Company any shareholders' agreements, investment representations or other documents that the Company, in its sole discretion, deems necessary or desirable to effectuate the issuance of the Shares.

8. Each reference Securities Law Compliance. None of the Company's securities are presently publicly traded, and the Company has made no representations, covenants or agreements as to "stockholder" whether there will be a public market for any of its securities. The RSUs cannot be transferred by the Participant unless such transfer is registered under the Securities Act or an exemption from such registration is available. The Company has made no agreements, covenants or undertakings whatsoever to register the transfer of the RSUs under the Securities Act. The Company has made no representations, warranties, or covenants whatsoever as to whether any exemption from the Securities Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the Securities Act, shall be available. If an exemption under Rule 144 is available at all, it shall not be available until at least six months from issuance of the Award and then not unless the terms and conditions of Rule 144 have been satisfied.

To the extent not inconsistent with applicable law, the Participant agrees not to effect any sale or distribution of the RSUs or any Shares received as a result thereof, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the Securities Act, during the 14 days prior to, and for a period of up to 90 days beginning on the date of the pricing of any public or private debt or equity securities offering by the Company (except as part of such offering), if and to the extent requested in writing by the Company in the case of a non-underwritten public or private offering or if and to the extent requested in writing by the managing underwriter or underwriters (or initial purchaser or initial purchasers, as the case may be) and consented to by the Company, which consent may be given or withheld in the Company's sole and absolute discretion, in the case of an underwritten public or private offering (such agreement to be in the form of a lock-up agreement provided by the Company, managing underwriter or underwriters, or initial purchaser or initial purchasers, as the case may be).

Certificates evidencing the Shares issued in connection with the RSUs, to the extent such certificates are issued, may bear such restrictive legends as the Company and/or the Company's counsel may deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following legends or any legends similar thereto:

"Any transfer of the securities represented hereby shall be invalid unless a Registration Statement under the Securities Act of 1933, as amended (the "Securities Act") is in effect as to such transfer or in the opinion of counsel for Peakstone Realty Trust (the "Company") such registration is unnecessary in order for such transfer to comply with the Securities Act. The securities represented hereby are subject to transferability and other restrictions as set forth in (i) a written agreement with the Company and (ii) the Griffin Realty Trust Amended and Restated Employee and Trustee Long Term Incentive Plan, in each case, as has been and as may in the future be amended (or amended and restated) from time to time, and such securities may not be sold or otherwise transferred except pursuant to the provisions of such documents."

The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all applicable laws. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is

replaced granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

9. **Taxes.** GRECO, the Company or any of their Subsidiaries may withhold from the Participant's wages, or require the Participant to pay to such entity, any applicable withholding or employment taxes resulting from the vesting or settlement of the Award (including the RSUs and/or the Distribution Equivalent Rights); provided, however, that GRECO, the Company and their Subsidiaries,

and the Affiliates, have not made warranties or representations to the Participant with "shareholder." respect to the income tax consequences of the transactions contemplated by this Agreement, and the Participant is in no manner relying on GRECO, the Company or any of their Subsidiaries, or any Affiliate, or the representatives of each, for an assessment of such tax consequences. Notwithstanding the foregoing, and with the prior approval of the Committee, the Participant may, upon vesting or settlement of the RSUs, elect to have the Company withhold Shares equal in value to the maximum statutory rate for federal, state, and local income and employment taxes applicable in Participant's jurisdiction to satisfy any withholding tax obligations resulting from the vesting and settlement of the RSUs. To the extent that the Shares withheld are not sufficient to cover all taxes due, the Participant shall be responsible for any remaining amount of taxes that may be due. To the extent that any Federal Insurance Contributions Act tax withholding obligations arise in connection with the Award, the Company shall accelerate the payment of a portion of the Award sufficient to satisfy (but not in excess of) such tax withholding obligations and any tax withholding obligations associated with any such accelerated payment, and the Company shall withhold such amounts in satisfaction of such withholding obligations. The Participant is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her receipt and settlement of the RSUs.

10. **Remedies.** The Participant shall be liable to GRECO, the Company and their Subsidiaries for all costs and damages, including incidental and consequential damages, resulting from a disposition of the Award or the RSUs which is in violation of the provisions of this Agreement. Without limiting the generality of the foregoing, the Participant agrees that the Company shall be entitled to obtain specific performance of the obligations of the Participant under this Agreement and immediate injunctive relief in the event any action or proceeding is brought in equity to enforce the same. The Participant shall not urge as a defense that there is an adequate remedy at law.

11. **Code Section 409A.**

9. (a) **Unless amended herein General.** To the extent applicable, this Agreement shall be interpreted so that this Award is exempt from (or, to the extent that exemption is not possible, to comply with) Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Grant Date the Company determines that the Award must be revised to maintain exemption from or to comply with Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A; provided, however, that this Section 11 shall not create any obligation on the part of GRECO, the Company or any of their Subsidiaries to adopt any such amendment, policy or procedure or take any such other action, and none of GRECO, the Company or any of their Subsidiaries shall have any obligation to indemnify any Person for any taxes imposed under or by operation of Section 409A (except to the extent such taxes are imposed due to an operational failure).

(b) Notwithstanding anything to the contrary in this Agreement, no amounts shall be paid to the Participant under this Agreement during the six (6)-month period following the Participant's "separation from service" to the extent that the Committee determines that the Participant is a "specified employee" (each within the meaning of Code Section 409A) at the time of such separation from service and that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Code Section 409A(a)(2)(b)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such additional taxes), the Company shall pay to the Participant in a lump-sum all other amounts that would have otherwise been payable to the Participant during such six (6)-month period under this Agreement. Such specified employee delay does not apply to payments made on account of payment of employment taxes or income inclusion, as described in Treasury Regulation Section 1.409A-3(j)(4)(vi) and (vii).

(c) Distribution Equivalent Rights. Any Distribution Equivalent Rights granted in connection with the RSUs issued hereunder, and any amounts that may become distributable in respect thereof, shall be treated separately from such RSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A.

12. Miscellaneous.

(a) Incorporation of the Plan. This Agreement is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall remain control.

(b) Not a Contract of Service Relationship. Nothing in full force this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of GRECO, the Company or any of their Subsidiaries or shall interfere with or restrict in any way the rights of GRECO, the Company or any of their Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between GRECO, the Company or any Subsidiary and effect, the Participant.

(c) No Benefit Accruals. This Amendment No. 2 Award is designated as a bonus that is in addition to the regular cash wages of the Participant. No amount of shares or income received by the Participant pursuant to this Award will be considered compensation for purposes of any severance or any pension, retirement, insurance or other employee benefit plan or program of GRECO, the Company or any of their Subsidiaries in calculating any employment-related benefits to which the Participant may be executed entitled from the Participant's employment or service with GRECO. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

(d) Governing Law. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

(e) Amendment, Suspension and Termination. To the extent permitted by facsimile the Plan, this Agreement may be wholly or other electronic transmission, partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; provided, however, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant. For purposes of this paragraph, "material" means a change that the Committee or Board determines, in good faith, could reasonably be expected to result in a reduction in the dollar value of the RSUs or could reasonably be expected to result in a curtailment of the Participant's rights to receive the Shares or Distribution Equivalent Rights hereunder. For clarity, changes to features that the Committee or Board determines in good faith are an insignificant or unimportant feature of the Award, involve an administrative process, or are too remote to be reasonably expected to occur, shall not be considered "material."

(f) Notices. Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on GRECO's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

(g) Successors and Assigns. GRECO, the Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of GRECO, the Company and their Subsidiaries. Subject to the restrictions on transfer set forth in Section 3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, committees, successors and assigns.

(h) Entire Agreement. The Plan and this Agreement (including all exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and

agreements of GRECO, the Company and their Subsidiaries and the Participant with respect to the subject matter hereof.

(i) Clawback. This Award shall be subject to any clawback or recoupment policy required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PEAKSTONE REALTY TRUST,
a Maryland real estate investment trust

By: _____

Name: Michael J. Escalante

Title: Chief Executive Officer and President

The Participant hereby accepts and agrees to be bound by all of the terms and conditions of this Agreement.

Participant

Print Name: _____

EXHIBIT 10.31

PEAKSTONE REALTY TRUST
TIME-BASED RESTRICTED SHARE UNIT AGREEMENT FOR EMPLOYEES

This Restricted Share Unit Agreement (this "**Agreement**") is made by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "**Company**"), and _____ (the "**Participant**").

WHEREAS, the Company maintains a long-term incentive plan named Griffin Realty Trust Amended and Restated Employee and Trustee Long-Term Incentive Plan (the "**Plan**");

WHEREAS, the Plan allows the grant of Awards to full-time employees of the Company;

WHEREAS, the compensation committee (the "**Committee**") of the board of trustees of the Company (the "**Board**") has designated employees of Griffin Capital Real Estate Company, LLC ("**GRECO**"), a Delaware limited liability company and wholly-owned subsidiary of PKST OP, L.P., the operating partnership of the Company and owner of 100% of the equity interests of GRECO (the "**Operating Partnership**"), as employees of the Company for purposes of the Plan and has otherwise determined that such employees of GRECO are eligible persons under the Plan;

WHEREAS, the Committee has determined that GRECO is an Affiliate under the Plan;

WHEREAS, the Participant is a full-time employee of GRECO;

WHEREAS, Section 10 of the Plan provides for the issuance of restricted share units ("**RSUs**") to eligible persons; and

WHEREAS, the Committee has determined that it would be to the advantage and in the best interest of the Company and its Affiliates to cause RSUs to be issued to the Participant under the Plan, subject to the terms and conditions set forth herein (the "**Award**").

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

1. **Issuance of RSUs.** The Participant shall be granted, by the Company, a total of _____ RSUs, granted as of **March 23, 2023** (the "**Grant Date**"), subject to the terms and conditions, rights, voting powers, restrictions and limitations set forth herein and in the Plan.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

(a) **"Cause"** means "Cause" as defined in the Plan.

(b) **"Change in Control"** means a "change in control event" with respect to either GRECO or the Company, or both of them, within the meaning of Section 409A of the Code.

(c) **"Code"** means the Internal Revenue Code of 1986, as amended.

(d) **"Person"** means "Person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of shares of the Company.

(e) **"RSUs"** means an Award issued under the Plan which entitles the holder, upon satisfaction of the vesting and other conditions set forth in the applicable award agreement and Plan, to be issued Shares.

(f) **"Share"** means one common share of the Company.

(g) **"Subsidiary"** means with respect to any Person, any entity in which it owns, directly or indirectly, the majority of the equity.

3. Plan Governs; Shareholder Rights; Transfer Restrictions.

(a) The RSUs are subject to the terms of the Plan and this Agreement.

(b) The Award shall not confer upon the Participant any rights as a shareholder of the Company, including but not limited to, the right to receive any cash distributions or dividends and the right to vote on any issues presented to shareholders for a vote, unless and until such issued Shares are reflected as issued and outstanding on the Company's stock ledger. For the avoidance of doubt, a Participant will not receive any cash distributions or dividends on any RSUs until such RSUs have vested. For instance, if the RSUs vest in accordance with the vesting schedule described in Section 4 below, a Participant will receive an amount of Shares equal to $\frac{1}{3}$ of the Participant's RSUs as of December 31, 2023, $\frac{1}{3}$ of the Participant's RSUs as of December 31, 2024, and $\frac{1}{3}$ of the Participant's RSUs as of December 31, 2025, and will accordingly have all rights of a shareholder of the Company with respect to such Shares at such time.

(c) Without the consent of the Committee (which it may give or withhold in its sole discretion), the Participant shall not sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, **"Transfer"**) any unvested RSUs or any portion of the Award attributable to such unvested RSUs (or any securities into which such unvested RSUs are converted or exchanged), other than by will, pursuant to the laws of descent and distribution or to a "family member" within the meaning of the Securities Act (the **"Transfer Restrictions"**); *provided, however*, that the Transfer Restrictions shall not apply to any Transfer of unvested RSUs or the Award to the Company. Any permitted transferee of the Award or RSUs shall take such Award or RSUs subject to the terms of the Plan and this Agreement. Any such permitted transferee must, upon the request of the Company, agree to such waivers, limitations, and restrictions as the Company may reasonably require. Any Transfer of the Award or RSUs which is not made in compliance with the Plan and this Agreement shall be null and void and of no effect ab initio.

4. **Vesting.** The RSUs shall vest and become nonforfeitable with respect to $\frac{1}{3}$ of the RSUs on December 31 of each of 2023, 2024, and 2025, subject to the Participant's continued employment and service with GRECO, the Company or any of their Subsidiaries (or applicable successors thereto) through the applicable vesting date; *provided* that vesting may accelerate in the event of (i) the death or Disability of a Participant, in which instance the RSUs shall vest in full as of the date of the Participant's death or the date of determination of the Participant's Disability, as applicable, or (ii) the occurrence of a Change in Control, in which instance the RSUs shall vest in full as of immediately prior thereto, unless this Award is assumed, continued, converted or replaced with a substantially similar award by the Company or a successor entity or its parent or subsidiary. For purposes of this Agreement, the term **"Disability"** shall mean the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

5. **Effect of Termination of Service.** In the event of the Participant's termination of employment and service with GRECO, the Company and their Subsidiaries for any reason, all RSUs that have not vested as of the date of such termination of employment or service (after taking into account any accelerated

vesting that occurs in connection with such termination) shall automatically and without further action be cancelled and forfeited without payment of any consideration therefor, and the Participant shall have no further right to or interest in such RSUs.

6. Settlement of Award. Subject to the Participant's timely execution of any required documents as described in Section 8, as soon as administratively practicable following the date that an RSU vests, but in any event within seventy (70) days thereafter, the Company will issue to the Participant one Share for each vested RSU (on a one-to-one basis). In all cases, the issuance and delivery of Shares under this Agreement is intended to qualify as a short-term deferral as provided by Treasury Regulation Section 1.409A-1(b)(4) and shall be construed and administered in such a manner.

7. Adjustments for Corporate Transactions and Other Events.

(a) Share Dividend, Share Split and Reverse Share Split. Upon a share dividend of, or share split or reverse share split affecting, the Shares, the Committee shall adjust the number of outstanding RSUs in an equitable manner to reflect such event. Adjustments under this paragraph will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If the Company shall be the surviving or resulting corporation in any merger or consolidation in which the Shares are converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of Shares subject to the RSUs would have been entitled. If the shareholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of Shares subject to the RSUs would have been entitled, in the same manner and to the same extent, including the same restrictions and vesting and payment schedule, as the RSUs.

(c) Other Adjustments. Notwithstanding the foregoing, the RSUs shall be subject to adjustment as set forth in the Plan.

8. Company Documents. At the Company's reasonable and customary request, the Participant must timely execute and deliver to the Company any shareholders' agreements, investment representations or other documents that the Company, in its sole discretion, deems necessary or desirable to effectuate the issuance of the Shares.

9. Securities Law Compliance. None of the Company's securities are presently publicly traded, and the Company has made no representations, covenants or agreements as to whether there will be a public market for any of its securities. The RSUs cannot be transferred by the Participant unless such transfer is registered under the Securities Act or an exemption from such registration is available. The Company has made no agreements, covenants or undertakings whatsoever to register the transfer of the RSUs under the Securities Act. The Company has made no representations, warranties, or covenants whatsoever as to whether any exemption from the Securities Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the Securities Act, shall be available. If an exemption under Rule 144 is available at all, it shall not be available until at least six months from issuance of the Award and then not unless the terms and conditions of Rule 144 have been satisfied.

To the extent not inconsistent with applicable law, the Participant agrees not to effect any sale or distribution of the RSUs or any Shares received as a result thereof, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the Securities Act, during the 14 days prior to, and for a period of up to 90 days beginning on the date of the pricing of any public or private debt or equity securities offering by the Company (except as part of such offering), if and to the extent requested in writing by the Company in the case of a non-underwritten public or private offering or if and to the extent requested in writing by the managing underwriter or underwriters (or initial purchaser or initial purchasers, as the case may be) and consented to by the Company, which consent may be given or withheld in the Company's sole and absolute discretion, in the case of an underwritten public or private offering (such agreement to be in the form of a lock-up agreement provided by the Company, managing underwriter or underwriters, or initial purchaser or initial purchasers, as the case may be).

Certificates evidencing the Shares issued in connection with the RSUs, to the extent such certificates are issued, may bear such restrictive legends as the Company and/or the Company's counsel may deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following legends or any legends similar thereto:

"Any transfer of the securities represented hereby shall be invalid unless a Registration Statement under the Securities Act of 1933, as amended (the "Securities Act") is in effect as to such transfer or in the opinion of counsel for Peakstone Realty Trust (the "Company") such registration is unnecessary in order for such transfer to comply with the Securities Act. The securities represented hereby are subject to transferability and other restrictions as set forth in (i) a written agreement with the Company and (ii) the Griffin Realty Trust Amended and Restated Employee and Trustee Long Term Incentive Plan, in each case, as has been and as may in the future be amended (or amended and restated) from time to time, and such securities may not be sold or otherwise transferred except pursuant to the provisions of such documents."

The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all applicable laws. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

10. **Taxes.** GRECO, the Company or any of their Subsidiaries may withhold from the Participant's wages, or require the Participant to pay to such entity, any applicable withholding or employment taxes resulting from the vesting or settlement of the Award (including the RSUs); *provided, however*, that GRECO, the Company and their Subsidiaries, and the Affiliates, have not made warranties or representations to the Participant with respect to the income tax consequences of the transactions contemplated by this Agreement, and the Participant is in no manner relying on GRECO, the Company or any of their Subsidiaries, or any Affiliate, or the representatives of each, for an assessment of such tax consequences. Notwithstanding the foregoing, and with the prior approval of the Committee, the Participant may, upon vesting or settlement of the RSUs, elect to have the Company withhold Shares equal in value to the maximum statutory rate for federal, state, and local income and employment taxes applicable in Participant's jurisdiction to satisfy any withholding tax obligations resulting from the vesting and settlement of the RSUs. To the extent that the Shares withheld are not sufficient to cover all taxes due, the Participant shall be responsible for any remaining amount of taxes that may be due. To the extent that any Federal Insurance Contributions Act tax withholding obligations arise in connection with the Award, the Company shall accelerate the payment of a portion of the Award sufficient to satisfy (but not in excess of) such tax withholding obligations and any tax withholding obligations associated with any such accelerated payment, and the Company shall withhold such amounts in satisfaction of such withholding obligations. The Participant is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her receipt and settlement of the RSUs.

11. **Remedies.** The Participant shall be liable to GRECO, the Company and their Subsidiaries for all costs and damages, including incidental and consequential damages, resulting from a disposition of the Award or the RSUs which is in violation of the provisions of this Agreement. Without limiting the generality of the foregoing, the Participant agrees that the Company shall be entitled to obtain specific performance of the obligations of the Participant under this Agreement and immediate injunctive relief in the event any action or proceeding is brought in equity to enforce the same. The Participant shall not urge as a defense that there is an adequate remedy at law.

12. **Code Section 409A.**

(a) **General.** To the extent applicable, this Agreement shall be interpreted so that this Award is exempt from (or, to the extent that exemption is not possible, to comply with) Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Grant Date the Company determines that the Award must be revised to maintain exemption from or to comply with Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the

Award, or (b) comply with the requirements of Section 409A; *provided, however*, that this Section 12 shall not create any obligation on the part of GRECO, the Company or any of their Subsidiaries to adopt any such amendment, policy or procedure or take any such other action, and none of GRECO, the Company or any

of their Subsidiaries shall have any obligation to indemnify any Person for any taxes imposed under or by operation of Section 409A (except to the extent such taxes are imposed due to an operational failure).

(b) Notwithstanding anything to the contrary in this Agreement, no amounts shall be paid to the Participant under this Agreement during the six (6)-month period following the Participant's "separation from service" to the extent that the Committee determines that the Participant is a "specified employee" (each within the meaning of Code Section 409A) at the time of such separation from service and that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Code Section 409A(a)(2)(b)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such additional taxes), the Company shall pay to the Participant in a lump-sum all amounts that would have otherwise been payable to the Participant during such six (6)-month period under this Agreement. Such specified employee delay does not apply to payments made on account of payment of employment taxes or income inclusion, as described in Treasury Regulation Section 1.409A-3(j)(4)(vi) and (vii).

13. Miscellaneous.

(a) Incorporation of the Plan. This Agreement is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

(b) Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of GRECO, the Company or any of their Subsidiaries or shall interfere with or restrict in any way the rights of GRECO, the Company or any of their Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between GRECO, the Company or any Subsidiary and the Participant.

(c) No Benefit Accruals. This Award is designated as a bonus that is in addition to the regular cash wages of the Participant. No amount of shares or income received by the Participant pursuant to this Award will be considered compensation for purposes of any severance or any pension, retirement, insurance or other employee benefit plan or program of GRECO, the Company or any of their Subsidiaries in calculating any employment-related benefits to which the Participant may be entitled from the Participant's employment or service with GRECO. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

(d) Governing Law. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

(e) Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant. For purposes of this paragraph, "material" means a change that the Committee or Board determines, in good faith, could reasonably be expected to result in a reduction in the dollar value of the

RSUs or could reasonably be expected to result in a curtailment of the Participant's rights to receive the Shares hereunder. For clarity, changes to features that the Committee or Board determines in good faith are an insignificant or unimportant feature of the Award, involve an administrative process, or are too remote to be reasonably expected to occur, shall not be considered "material."

(f) Notices. Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on GRECO's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

(g) Successors and Assigns. GRECO, the Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of GRECO, the Company and their Subsidiaries. Subject to the restrictions on transfer set forth in Section 3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, committees, successors and assigns.

(h) Entire Agreement. The Plan and this Agreement (including all exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of GRECO, the Company and their Subsidiaries and the Participant with respect to the subject matter hereof.

(i) Clawback. This Award shall be subject to any clawback or recoupment policy required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PEAKSTONE REALTY TRUST,

a Maryland real estate investment trust

By: _____

Name: Michael J. Escalante

Title: Chief Executive Officer and President

The Participant hereby accepts and agrees to be bound by all of the terms and conditions of this Agreement.

Participant

Print Name: _____

EXHIBIT 10.32

**PEAKSTONE REALTY TRUST
RESTRICTED SHARE AWARD AGREEMENT**

This RESTRICTED SHARE AWARD AGREEMENT (the "Award") is made and entered into as of the 20th day of June, 2023, by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "Company"), and _____ (the "Participant").

Upon and subject to the Additional Terms and Conditions attached hereto and incorporated herein by reference as part of this Award, the Company hereby awards as of the Grant Date to the Participant the Restricted Shares described below in consideration of the Participant's services to the Company and the Participant hereby accepts the Restricted Shares subject to the terms of the Plan and this Award.

A. Grant Date: June 20, 2023

B. Restricted Shares: _____ restricted common shares of the Company, \$0.001 par value per share.

C. Plan (under which Award is granted): Peakstone Realty Trust Second Amended and Restated Employee and Trustee Long-Term Incentive Plan

D. Vesting Schedule: The Restricted Shares shall become vested in accordance with the following schedule, subject to the Participant's continued service with the Company as of the applicable vesting date:

Percentage of Restricted Shares

Vesting Date which are Vested Shares

Grant Date	50%

The earlier of (a) the One-Year Anniversary of Grant Date and (b) the date of the Company's 2024 Annual Meeting of Shareholders	50%

Notwithstanding the foregoing, in the event that a Liquidation Event occurs and the Participant provides continuous services to the Company and/or any Affiliate until immediately prior to the Liquidation Event, the Restricted Shares shall become fully vested immediately prior to such Liquidation Event.

The Restricted Shares which have become vested pursuant to the Vesting Schedule are herein referred to as the "Vested Shares." If a tranche of Restricted Shares that becomes vested includes a fraction of a share, such fractional share shall be rounded up or down to the next nearest whole share.

Vesting of the Restricted Shares is subject to the Participant's continued service with the Company or an Affiliate through the applicable vesting date, and no Restricted Shares will become Vested Shares following termination of the Participant's service with the Company or an Affiliate. Any portion of the Restricted Shares which have not become Vested Shares in accordance with the Vesting Schedule before or at the time the Participant ceases continued service with the Company shall be forfeited.

IN WITNESS WHEREOF, the Company has executed and the Participant have signed this Amendment No. 2 Award as of the date first written Grant Date set forth above.

COMPANY:

PEAKSTONE REALTY TRUST

By: _____

Name: Michael J. Escalante

Title: Chief Executive Officer and President

PARTICIPANT:

Name: _____

Griffin Realty Trust

**ADDITIONAL TERMS AND CONDITIONS OF
PEAKSTONE REALTY TRUST
RESTRICTED SHARE AWARD**

By: 1. /s/ Michael J. Escalante Code Section 83(b) Election. Pursuant to Section 22.5 of the Plan, the Participant acknowledges that the Participant may not make an election under Section 83(b) of the Code without the Company's consent. Any attempt by the Participant to make an election under Section 83(b) of the Code without the Company's consent will result in the immediate forfeiture of this Award.

Michael J. Escalante

2. Issuance of Restricted Shares.

Chief Executive Officer (a) The Company shall issue the Restricted Shares as of the Grant Date in one or more of the manners described below, as determined by the Company, in its sole discretion:

(i) by the issuance of share certificate(s) evidencing Restricted Shares to the Secretary of the Company or such other agent of the Company as may be designated by the Company or the Secretary (the "Share Custodian"); or

(ii) by documenting the issuance in uncertificated or book entry form on the Company's share records.

Evidence of the Restricted Shares either in the form of share certificate(s) or book entry, as the case may be, shall be held by the Share Custodian or the Company, as applicable, until the Restricted Shares become Vested Shares in accordance with the Vesting Schedule.

(b) In the event that the Participant forfeits any of the Restricted Shares, the Company shall cancel the issuance on its share records and, **President** if applicable, the Share Custodian shall promptly deliver the share certificate(s) representing the forfeited shares to the Company.

(c) The Participant hereby irrevocably appoints the Share Custodian, and any successor thereto, as the true and lawful attorney-in-fact of the Participant with full power and authority to execute any share transfer power or other instrument necessary to transfer any Restricted Shares to the Company in accordance with this Award, in the name, place, and stead of the Participant, by completing an irrevocable share power in favor of the Share

Custodian in the form attached hereto as Exhibit 1. The term of such appointment shall commence on the Grant Date of this Award and shall continue until the last of the Restricted Shares are delivered to the Participant as Vested Shares or are returned to the Company as forfeited Restricted Shares.

(d) In the event the number of Common Shares is increased or reduced as a result of a subdivision or combination of Common Shares or the payment of a share dividend or any other increase or decrease in the number of Common Shares or other transaction such as a merger, reorganization or other change in the capital structure of the Company, the Participant agrees that any certificate representing Common Shares or other securities of the Company issued as a result of any of the foregoing shall be delivered to the Share Custodian or recorded in book entry form, as applicable, and shall be subject to all of the provisions of this Award as if initially granted hereunder.

3. Rights of a Shareholder. Until the share ledger entry reflecting the Restricted Shares accruing to the Participant upon vesting of the Restricted Shares is made, the Participant shall not have any rights as a shareholder of the Company.

4. Dividends. The Participant shall be entitled to dividends or other distributions paid on Restricted Shares but only as and when the Restricted Shares to which the dividends or other distributions are attributable become Vested Shares. Dividends paid on Restricted Shares will be held by the Company and transferred to the Participant, without interest, on such date as the Restricted Shares become Vested Shares. Dividends or other distributions paid on Restricted Shares that are forfeited shall be automatically forfeited by the Participant and retained by the Company.

1

5. Restrictions on Transfer of Restricted Shares.

(a) Except to the extent approved in writing by the Committee, the Participant shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title, or interest in or to any Restricted Shares or Vested Shares prior to the date the Participant becomes fully vested in all Restricted Shares granted pursuant to this Award. After all Restricted Shares have become fully vested pursuant to this Award, there shall be no restrictions on the transfer of the Vested Shares other than those restrictions imposed by any Applicable Laws.

(b) The restrictions contained in this Section will not apply with respect to transfers of the Restricted Shares pursuant to the laws of descent and distribution governing the state in which the Participant is domiciled at the time of the Participant's death; *provided* that the restrictions contained in this Section will continue to be applicable to the Restricted Shares after any such transfer; and *provided further* that the transferee(s) of such Restricted Shares must agree in writing to be bound by the provisions of this Award.

6. Changes in Capitalization.

(a) The number of Restricted Shares shall be proportionately adjusted from and after the Grant Date for any nonreciprocal transaction between the Company and the holders of capital shares of the Company that causes the per share value of the Common Shares underlying the Award to change (an "Equity Restructuring"), such as a share dividend, share split, spinoff, rights offering, or recapitalization through a large, nonrecurring cash dividend.

(b) In the case of any reclassification or change of outstanding Common Shares issuable upon vesting of the Award, or in the case of any consolidation or merger of the Company with or into another entity (other than a merger in which the Company is the surviving entity and which does not result in any reclassification or change in the then-outstanding Shares) or in the case of any sale or conveyance to another entity of the property of the Company as an entirety or substantially as an entirety, in each case, that is not an Equity Restructuring, then, as a condition of such reclassification, change, consolidation, merger, sale or conveyance, the Company or such successor or purchasing entity, as the case may be, shall make lawful and adequate provision whereby the Participant shall thereafter have the right, subject to the vesting of the Award, to receive the kind and amount of securities, property and/or cash receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of securities issuable upon vesting of the Award immediately before such reclassification, change, consolidation, merger, sale or conveyance. Such provision shall include adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in Subsection (a). Notwithstanding the foregoing, subject to any accelerated vesting upon the consummation of a Liquidation Event as set forth in this Award, if such a transaction occurs, in lieu of causing such rights to be substituted for the Award, the Committee may, upon 20 days' prior written notice to the Participant, in its sole discretion: (i) shorten the period during which the Award vests, provided it vests not more than 20 days after the date the notice is given, or (ii) cancel the Award upon payment to the Participant in cash, with respect to the Award, of an amount which, in the sole discretion of the Committee, is determined to be equivalent to the amount, if any, by which the Fair Market Value (at the effective time of the transaction) of the consideration that the Participant would have received if the Award had been vested before the effective time. The actions described in this Subsection (b) may be taken without regard to any resulting tax consequences to the Participant. Any

determination made by the Committee pursuant to this Subsection (b) will be final and binding on the Participant. Any action taken by the Committee need not treat all participants under the Plan similarly.

(c) The existence of the Plan and this Award shall not affect in any way the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Shares or the

2

rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or any part of its business or assets, or any other corporate act or proceeding.

7. **Compliance With Laws.** The Plan, the granting and vesting of this Award under the Plan, the issuance and delivery of the Restricted Shares, and the payment of money or other consideration allowable under the Plan or this Award are subject to compliance with all applicable federal and state laws, rules and regulations (including, but not limited to, state and federal securities laws and federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Committee, the Board or the Company, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Committee, the Board or the Company may deem necessary or desirable to assure compliance with all applicable legal requirements. To the extent permitted by applicable law, the Plan and this Award shall be deemed amended to the extent necessary to conform to such laws, rules and regulations. Nothing in the Plan or in this Award shall require the Company to issue any Shares with respect to the Award if, in the opinion of counsel for the Company, that issuance could constitute a violation of any Applicable Laws. As a condition to the grant or vesting of the Award, the Company may require the Participant (or, in the event of the Participant's death, the Participant's legal representatives, heirs, legatees or distributees) to provide written representations concerning the Participant's (or such other person's) intentions with regard to the retention or disposition of the Restricted Shares and written covenants as to the manner of disposal of such shares as may be necessary or useful to ensure that the grant, vesting or disposition thereof will not violate the Securities Act, any other law or any rule of any applicable securities exchange or securities association then in effect. The Company shall not be required to register any Shares under the Securities Act or register or qualify any Shares under any state or other securities laws.

8. **Legend on Share Certificates.** Certificates evidencing the Restricted Shares, if issued, may have the following legend and statements of other applicable restrictions endorsed thereon:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE LAWS. THE SHARES MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF UNTIL THE HOLDER HEREOF PROVIDES EVIDENCE SATISFACTORY TO THE ISSUER (WHICH, IN THE SOLE DISCRETION OF THE ISSUER, MAY INCLUDE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER) THAT SUCH OFFER, SALE, PLEDGE, TRANSFER OR OTHER DISPOSITION WILL NOT VIOLATE ANY APPLICABLE FEDERAL OR STATE SECURITIES LAWS.

This legend shall not be required for any Shares issued pursuant to an effective registration statement under the Securities Act. Certificates evidencing the Restricted Shares, to the extent appropriate at the time, shall also have noted conspicuously on the certificates a legend intended to give all persons full notice of the existence of any other conditions, restrictions, rights and obligations set forth in this Award and in the Plan.

Instead of the foregoing legend, the certificate may state that the Company will furnish a full statement about certain restrictions on transferability to a shareholder on request and without charge. Such statement shall also be sent on request and without charge to shareholders who are issued shares without a certificate.

9. **Governing Laws.** This Award shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Restricted Shares shall be issued except, in the reasonable judgment of the Company, in compliance with exemptions under applicable state securities laws of the state in which the Participant resides, and/or any other applicable securities laws.

10. **Successors.** This Award shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

3

11. **Notice.** Except as otherwise specified herein, all notices and other communications under this Award shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

12. **Severability.** In the event that any one or more of the provisions or portion thereof contained in this Award shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award, and this Award shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

13. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award expresses the entire understanding and agreement of the parties. This Award may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14. **Violation.** Except as provided in Section 5, any transfer, pledge, sale, assignment, or hypothecation of the Award or any portion thereof shall be a violation of the terms of this Award and shall be void and without effect.

15. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award.

16. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions or provisions of this Award, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

17. **No Right to Continued Service.** Neither the establishment of the Plan nor the award of Restricted Shares hereunder shall be construed as giving the Participant the right to continue as a trustee with the Company or any other continued service relationship with the Company or any Affiliate.

18. **Special Definitions.** As used in this Award,

(a) "Liquidation Event" means any one of the following events which may occur after the Grant Date:

(1) the dissolution or liquidation of the Company;

(2) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity;

(3) a merger, reorganization or consolidation in which the outstanding Shares are converted into or exchanged for securities of the successor entity and the holders of the Company's outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction;

(4) the sale of all or a majority of the outstanding capital shares of the Company to an unrelated person or entity; or

(5) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of the transaction; provided, however, that a Liquidation Event shall not include any transaction where the holders of capital shares of the Company do not receive consideration with

respect to their capital shares of the Company in such transaction and such capital shares of the Company remain outstanding after the consummation of such transaction.

Notwithstanding the foregoing, no Liquidation Event shall be deemed to have occurred with respect to the Participant by reason of any actions or events in which the Participant participates in a capacity other than in the Participant's capacity as a trustee of the Company or as a shareholder of the Company solely exercising the Participant's voting or tendering rights.

- (b) Other capitalized terms that are not defined herein have the meaning set forth in the Plan, except where the context does not reasonably permit.

EXHIBIT 1

IRREVOCABLE SHARE POWER

The undersigned hereby assigns and transfers to Peakstone Realty Trust (the "Company"), _____ common shares the Company registered in the name of the undersigned on the share transfer records of the Company; and the undersigned does hereby irrevocably constitute and appoint Javier F. Bitar, as attorney-in-fact, to transfer the aforesaid shares on the books of the Company, with full power of substitution; and the undersigned does hereby ratify and confirm all that said attorney-in-fact lawfully shall do by virtue hereof.

Date: June 20, 2023 Signed: _____

Print Name: _____

EXHIBIT 10.33

AMENDMENT NO. 1

TO

**SEVENTH AMENDED AND RESTATED
LIMITED PARTNERSHIP PEAKSTONE REALTY TRUST
TIME-BASED RESTRICTED STOCK UNIT AGREEMENT**

OF

PKST OP, L.P.

THIS AMENDMENT NO. 1 TO THE SEVENTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF PKST OP, L.P. (the "Partnership"), dated as of March 10, 2023 This Restricted Stock Unit Agreement (this "Amendment Agreement"), is entered into made as of _____, 2024 by and between Peakstone Realty Trust, a Maryland real estate investment trust as (the "Company"), and _____ (the "Participant").

WHEREAS, the general partner Company maintains the Peakstone Realty Trust Second Amended and Restated Employee and Trustee Long-Term Incentive Plan (as amended from time to time, the "Plan");

WHEREAS, the Plan authorizes the grant of Awards to full-time employees of the Partnership Company and its Affiliates;

WHEREAS, Section 10 of the Plan provides for the issuance of Restricted Stock Units ("RSUs") to eligible persons; and

WHEREAS, the compensation committee (the "General Partner Committee") of the board of trustees of the Company (the "Board") has determined that it would be to the advantage and in the best interest of the Company to cause RSUs to be issued to the Participant under the Plan, subject to the terms and conditions set forth herein (the "Award"). Capitalized

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

1. **Issuance of RSUs.** As of the date first set forth above (the "**Grant Date**"), the Participant is hereby granted a total of _____ RSUs, subject to the terms and conditions, rights restrictions and limitations set forth herein and in the Plan.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined herein shall have the meanings set forth ascribed to such terms in the Agreement. Plan.

WHEREAS, on March 8, 2023, the General Partner filed Articles of Amendment to the charter of the General Partner changing the name from Griffin Realty Trust to Peakstone Realty Trust and effecting a reverse share split pursuant to which each common share of beneficial interest of the General Partner within a class was combined into one-ninth of a share (the (a) "**Reverse Share Split Employment Agreement**"), effective as of March 10, 2023;

WHEREAS, on March 9, 2023, the Partnership filed a Certificate of Amendment to Certificate of Limited Partnership of the Partnership changing the name from GRT OP, L.P. to PKST OP, L.P.;

WHEREAS, pursuant to Section 4.3(a)(ii) of the Seventh Amended means that certain [Amended and Restated Limited Partnership Employment Agreement, of the Partnership, dated as of February 23, 2023 (the "March 23, 2023,] between the Company and the Participant, as may be amended from time to time.

3. **Agreement Plan Governs; Shareholder Rights; Transfer Restrictions**"), in connection with the Reverse Share Split, a corresponding adjustment.

(a) The RSUs are subject to the terms of the Plan and this Agreement.

(b) The Participant shall be entitled to a Distribution Equivalent Right with respect to each RSU in the event that a dividend, distribution or liquidation payment is paid with respect to Shares of the Company on or after January 1, [2024], provided that the record date for such dividend, distribution or liquidation payment occurs on or after January 1, [2024] and prior to the settlement date of the RSU and the Participant has not forfeited the corresponding RSU prior to the payment date thereof. Such Distribution Equivalent Rights (i) shall, in the aggregate, equal the total number of Shares underlying the Participant's then outstanding Common Units Award, multiplied by the amount of such dividend, distribution or liquidation payment, (ii) shall automatically be made in the same form as the applicable dividend, distribution or liquidation payment, and (iii) shall be paid to maintain the proportionate relationship between Participant within thirty (30) days following the number date such dividend, distribution or liquidation payment is paid to the Company's shareholders or, if such dividend, distribution or liquidation payment was paid to the Company's shareholders prior to the Grant Date, payment shall occur within thirty (30) days following the Grant Date.

(c) Subject to Section 3(b) above, the Award shall not confer upon the Participant any rights as a shareholder of outstanding Partnership Units the Company, including but not limited to, the right to receive any cash distributions or dividends and the outstanding REIT Shares; right to vote on any issues presented to shareholders for a vote, unless

WHEREAS, the General Partner now desires to amend the Agreement to reflect the updated names of the Partnership and the General Partner, the adjustment in the number of outstanding Common Units in connection with the Reverse Share Split and certain other amendments;

WHEREAS, Article 12 of the Agreement grants the General Partner power and authority to amend the Agreement without the consent of the Limited Partners if the amendment is not an amendment requiring consent under Article 12(a)-(d) of the Agreement; and

WHEREAS, the amendments effected hereby do not require consent under Article 12(a)-(d) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the General Partner hereby agrees as follows:

1. The definition of "General Partner" set forth in Article 1 of the Agreement is hereby amended and restated as follows:

General Partner means Peakstone Realty Trust, a Maryland real estate investment trust, and any Person who becomes a substitute or additional General Partner as provided herein, and any of their successors as General Partner.

2. The definition of "Partnership" set forth in Article 1 of the Agreement is hereby amended and restated as follows:

1

[US-DOCS\148024762.9]

and until the Participant is issued Shares in respect of vested RSUs and such Shares are reflected as issued and outstanding on the Company's stock ledger.

Partnership (d) Without the consent of the Committee (which it may give or withhold in its sole discretion), the Participant shall not sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "**Transfer**") any unvested RSUs or any portion of the Award attributable to such unvested RSUs (or any securities into which such unvested RSUs are converted or exchanged), other than by will, pursuant to the laws of descent and distribution, to a "family member" within the meaning of the Securities Act or pursuant to a qualified domestic relations order (the "**Transfer Restrictions**"); *provided, however, means* PKST OP, L.P., a Delaware limited partnership, that the Transfer Restrictions shall not apply to any Transfer of unvested RSUs or the Award to the Company. Any permitted transferee of the Award or RSUs shall take such Award or RSUs subject to the terms of the Plan and this Agreement. Any such permitted transferee must, upon the request of the Company, agree to such waivers, limitations, and restrictions as the Company may reasonably require. Any Transfer of the Award or RSUs which is not made in compliance with the Plan and this Agreement shall be null and void and of no effect ab initio.

4. Vesting.

3. (a) The **definition** RSUs shall vest and, subject solely to Section 12(j) of "**Specified Exchange Date**" this Agreement and Section 22.2 of the Plan, become nonforfeitable with respect to one-third (1/3) of the RSUs on December 31 of each of [2024, 2025 and 2026] (with any fractional RSUs rounded as determined by the Committee), subject to the Participant's continued employment and service with the Company or any of its Subsidiaries (or applicable successors thereto) through the applicable vesting date; *provided* that vesting may accelerate as specifically set forth in **Article 1** the Employment Agreement.

(b) Except as provided in the Employment Agreement, in the event of the **Agreement is hereby amended** Participant's termination of employment and **restated as follows:**

Specified Exchange Date means (i) **service with** the first business day of the month Company and its Subsidiaries for any reason, all RSUs that is at least 60 business days after the receipt by the General Partner of the Notice of Exchange, or (ii) if a Limited Partner requests in a Notice of Exchange an exchange date that is earlier than the first business day of the month that is at least 60 business days after the receipt by the General Partner of the Notice of Exchange, and the General Partner determines in its sole discretion to honor such request for an earlier exchange date, such earlier date as determined in the sole discretion of the General Partner, provided that such date shall **have not be** earlier than the date specified by the Limited Partner in the Notice of Exchange.

4. **Section 2.2 of the Agreement is hereby amended and restated as follows:**

2.2 Name, Office and Registered Agent. The name of the Partnership is PKST OP, L.P. The specified office and place of business of the Partnership is 1520 E. Grand Avenue, El Segundo, CA 90245 (telephone number (310) 606-3200). The General Partner may at any time change the location of such office, provided the General Partner gives notice to the Partners of any such change. The name and address of the Partnership's registered agent is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The sole duty of the registered agent as such is to forward to the Partnership any notice that is served on it as registered agent.

5. **Section 2.3(a) of the Agreement is hereby amended and restated as follows:**

(a) The General Partner of the Partnership is Peakstone Realty Trust, a Maryland real estate investment trust. Its principal place of business is the same as that of the Partnership.

6. **Section 2.6 of the Agreement is hereby amended and restated as follows:**

2.6 Certificates Describing Partnership Units. At the request of a Limited Partner, the General Partner, at its option, may issue a certificate summarizing the terms of such Limited Partner's interest in the Partnership, including the number and Class of Partnership Units owned and the Percentage Interest represented by such Partnership Units **vested as of the date of such certificate.** Any termination of employment or service (after taking into account any accelerated vesting that occurs in connection with such **certificate (i) termination**) shall automatically and without further action be cancelled and forfeited without payment of any consideration therefor, and the Participant shall have no further right to or interest in such RSUs.

(c) If not prohibited by Applicable Law, vesting may be suspended by the Committee in its sole discretion during any Company-approved leaves of absence (if any).

5. **Settlement of Award.** Subject to the release requirements set forth in the Employment Agreement (to the extent applicable) and Participant's timely execution of any required documents as described in Section 7, on or within seventy (70) days following the date on which the applicable RSU vests, the Company will issue to the Participant one Share for each vested RSU (on a one-to-one basis) in settlement of such RSU. In all cases, the issuance and delivery of Shares

under this Agreement is intended to qualify as a short-term deferral as provided by Treasury Regulation Section 1.409A-1(b)(4) and shall be construed and administered in **form** such a manner. [Notwithstanding the foregoing, to the extent that the Company determines that the delivery of Shares in settlement of all or any portion of the RSUs then being settled (together with the issuance of Shares subject to then outstanding share-settled Awards under the Plan) would result in the issuance of Shares in excess of the limit on the maximum number of Shares that may be issued pursuant to Awards granted under the Plan, the RSUs then being settled shall, in lieu of payment in Shares pursuant to the immediately preceding sentence, be paid out in cash in accordance with the terms hereof in an amount per RSU equal to the Fair Market Value.];

6. **Adjustments for Corporate Transactions and substance Other Events.** Participant acknowledges and agrees that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in the Plan. In the event that the RSUs or the Shares underlying the RSUs are changed into or exchanged for a different number or kind of securities of the Company or of another corporation or other entity by reason of merger, consolidation, recapitalization, reclassification, stock split, stock dividend or combination of shares, such new or additional or different securities which

Note to Draft: Bracketed language to be included in 2024 RSU awards granted prior to shareholder approval of plan amendment.

2

[US-DOCS\148024762.9]

are issued upon conversion of or in exchange or substitution for RSUs or the Shares underlying the RSUs which are then subject to vesting shall be subject to the same vesting conditions as such RSUs or Shares, as applicable, unless the Administrator provides for the accelerated vesting of the RSUs or the Shares underlying the RSUs, as applicable.

7. **Company Documents.** As a condition to the Award, the Participant acknowledges and agrees that, at the Company's reasonable and customary request, the Participant must timely execute and deliver to the Company any investment representations and/or other documents that the Company, in its sole discretion, deems necessary or desirable to effectuate the issuance of the Shares.

8. **Securities Law Compliance.** The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all Applicable Laws. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

9. **Taxes.** The Company or any Subsidiary (as applicable) shall have the authority and the right to deduct or withhold, or require the Participant to remit to such entity, an amount sufficient to satisfy federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to the issuance, vesting or payment of the RSUs or Distribution Equivalent Rights (the "**Applicable Withholding Obligations**"). In satisfaction of the Applicable Withholding Obligations or in satisfaction of any additional tax withholding, the Participant may, if and to the extent authorized and approved by the Committee in its sole discretion, elect to (i) have the Company or such Subsidiary withhold Shares otherwise issuable under the Award or (ii) tender to the Company other Shares owned by the Participant, in either case, having a fair market value equal to the Applicable Withholding Obligations and/or additional tax withholdings, as applicable, in accordance with the terms and conditions of the Plan. Notwithstanding any other provision of the Plan or this Agreement, the number of Shares which may be withheld with respect to the issuance, vesting or payment of the RSUs and the Distribution Equivalent Rights in order to satisfy the Participant's Applicable Withholding Obligations shall be limited to the number of Shares which have a fair market value on the date of withholding no greater than the aggregate amount of the Applicable Withholding Obligations based on the maximum individual statutory withholding rates in the applicable jurisdiction. The Participant is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her receipt and settlement of the RSUs.

10. **Remedies.** The Participant shall be liable to the Company and its Subsidiaries for all costs and damages, including incidental and consequential damages, resulting from a disposition or attempted disposition of the Award or the RSUs which is not permitted by the provisions of this Agreement or the Plan. Without limiting the generality of the foregoing, the Participant agrees that the Company shall be entitled to obtain specific performance of the obligations of the Participant under this Agreement and immediate injunctive relief in the event any action or proceeding is brought in equity to enforce the same. The Participant shall not urge as a defense that there is an adequate remedy at law.

11. **Code Section 409A.**

(a) **General Partner. (ii).** To the extent applicable, this Agreement shall be interpreted so that this Award is exempt from (or, to the extent that exemption is not possible, to comply with) Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Grant Date the Company determines that the Award must be revised to maintain exemption from or to comply with Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are

necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A; *provided, however*, that this Section 11 shall not create any obligation on the part of the Company or any of its Subsidiaries to adopt any such amendment, policy or procedure or take any such other action, and none of the Company or any

of its Subsidiaries shall have any obligation to indemnify any Person for any taxes imposed under or by operation of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, no amounts shall be paid to the Participant under this Agreement during the six (6)-month period following the Participant's "separation from service" to the extent that the Committee determines that the Participant is a "specified employee" (each within the meaning of Section 409A) at the time of such separation from service and that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(b)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A without being subject to such additional taxes), the Company shall pay to the Participant in a lump-sum all amounts that would have otherwise been payable to the Participant during such six (6)-month period under this Agreement. Such specified employee delay does not apply to payments made on account of payment of employment taxes or income inclusion, as described in Treasury Regulation Section 1.409A-3(j)(4)(vi) and (vii).

(c) Distribution Equivalent Rights. Any Distribution Equivalent Rights granted in connection with the RSUs issued hereunder, and any amounts that may become distributable in respect thereof, shall be treated separately from such RSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A.

12. Miscellaneous.

(a) Incorporation of the Plan. This Agreement is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. Notwithstanding the foregoing, in the event of any inconsistency between the Plan or this Agreement, on the one hand, and the Employment Agreement, on the other, the terms of the Employment Agreement shall control.

(b) Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries or Affiliates or shall interfere with or restrict in any way the rights of the Company or any of its Subsidiaries or Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or any of its Subsidiaries or Affiliates and the Participant.

(c) No Right to Future Awards. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time, subject to the terms thereof. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

(d) Governing Law. The laws of the State of Maryland shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

(e) Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant. For purposes of this paragraph, "material" means a change that the Committee or Board determines, in good faith, could reasonably be expected to result in a reduction in the dollar value of the RSUs or could reasonably be expected to result in a curtailment of the Participant's rights to receive the Shares or Distribution Equivalent Rights hereunder. For clarity, changes to features that the Committee or Board determines in good faith are an insignificant or unimportant feature of the Award, involve an administrative process, or are too remote to be reasonably expected to occur, shall not be negotiable and (iii) shall bear a legend to the following effect: considered "material."

7. Section 13.1 of the Agreement is hereby amended and restated as follows:

13.1 (f) **Notices.** All communications required or permitted Any notice pursuant to be given to a Limited Partner under this Agreement shall be given in writing (a) personally, (b) by United States mail, registered, postage prepaid return receipt requested, (c) by nationally recognized (i) personal delivery, (ii) reputable overnight delivery service with proof of delivery, or (d) e-mail (iii) email transmission, in each case sent to the intended addressee at the address set forth below, or to such other address or to the addresses set forth in Exhibit A attached hereto; provided, however, that any Limited Partner may specify a different address by notifying the General Partner in writing attention of such different address. All communications required or permitted to be given to other person as the Partnership or the General Partner

2

under this Agreement addressee shall be given have designated by written notice sent in writing by e-mail transmission to Javier F. Bitar (jbitar@pkst.com) accordance herewith, and Michael J. Patterson (mpatterson@pkst.com); provided, however, that the Partnership or the General Partner may specify a different address by notifying the Limited Partners in writing of such different address. Any notice shall be deemed to have been given as applicable, (w) when delivered personally, (x) three (3) days after depositing in the United States mail as described above, (y) one (1) business day after deposit with a nationally recognized overnight upon receipt or refusal to accept delivery, service as described above, and (z) or, in the case of e-mail email transmission, as of the date of the transmission provided that such transmission is received by the intended addressee prior to 5:00 p.m. Pacific Time on a business day (and any transmission that is not received prior to from and after 5:00 p.m., Pacific Time, on a business day shall be deemed received on the next business day). day (as used herein, the term "business day" shall mean any day other than Saturdays, Sundays and U.S. national holidays):

To the Company: Peakstone Realty Trust
1520 Grand Avenue
El Segundo, CA 90245
Attn: Chief Legal Officer
E-mail: nsitzer@pkst.com

To Participant: To the mailing or email address most recently on file in the payroll records of the Company.

8. (g) **Exhibit A Successors and Assigns.** The Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the Agreement is hereby amended successors and restated as assigns of the Company and its Subsidiaries. Subject to the restrictions on transfer set forth in Exhibit A hereto, Section 3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, committees, successors and assigns.

9. (h) **Exhibit B Entire Agreement.** The Plan, this Agreement and the Employment Agreement (including all exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and its Subsidiaries and Affiliates and the Participant with respect to the subject matter hereof.

(i) **Agreement Severable.** In the event that any provision of this Agreement is hereby amended held illegal or invalid, the provision will be severable from, and restated the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of this Agreement.

(j) **Compensation Recovery.** This Award and the Shares issuable hereunder shall be subject to any compensation recovery policy in effect as of the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

(k) **Limitations Applicable to Section 16 Persons.** Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, this Agreement and the RSUs will be subject to any additional limitations set forth in Exhibit B hereto.

10. **Unless amended herein, all other terms and conditions** any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement shall remain will be

deemed amended as necessary to conform to such applicable exemptive rule.

(l) **Limitation on Participant's Rights.** Participation in full force the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and effect. This Amendment may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

(m) **Counterparts.** The Agreement may be executed in one or more counterparts, including by facsimile or other way of any electronic transmission.

11. This Amendment shall signature, subject to Applicable Law, each of which will be construed deemed an original and enforced in accordance with and governed by the laws all of the State of Delaware, without regard to the principles of conflicts of law, which together will constitute one instrument.

[Signature page follows]

35

[US-DOCS\148024762.9]

IN WITNESS WHEREOF, the General Partner has executed this Amendment of the 10th day of March, 2023.

GENERAL PARTNER:

PEAKSTONE REALTY TRUST

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer and Treasurer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

46

[US-DOCS\148024762.9]

EXHIBIT A

General Partner and Limited Partner Capital Contributions and Percentage InterestsIN WITNESS WHEREOF, the parties have executed this Agreement as of March 10, 2023

Name	Agreed Value of Capital Contribution	Partnership Units and Class of Units	Percentage Interest*
GENERAL PARTNER:			
Peakstone Realty Trust 1520 E. Grand Avenue El Segundo, CA 90245	\$ 0	0	0.00%

AFFILIATED LIMITED PARTNERS:

Griffin Capital, LLC Griffin Capital Plaza 1520 E. Grand Avenue El Segundo, CA 90245	\$ 230,000,000	2,696,470.411	6.84%
GRT (Cardinal REIT Merger Sub), LLC 1520 E. Grand Avenue El Segundo, CA 90245	\$ 838,315,284	10,384,185.333	26.33%
Peakstone Realty Trust 1520 E. Grand Avenue El Segundo, CA 90245	\$ 2,194,876,574	25,515,024.080	64.70%
Various others	\$ 32,802,685	382,251.572	0.97%

UNAFFILIATED LIMITED PARTNERS:**

Various	\$ 40,039,980	458,932.463	1.16%
Total	\$ 3,336,034,523	39,436,863.859	100.00%

* Percentage Interest is based on the weighted average amount of all classes of units outstanding.

** The names and addresses of the Unaffiliated Limited Partners shall be included in the records of the Partnership.

A-1

EXHIBIT B

NOTICE OF EXERCISE OF EXCHANGE RIGHT

In accordance with Section 8.5 of the Seventh Amended **day** and Restated Limited Partnership Agreement (as amended, the "Agreement") of PKST OP, L.P., the undersigned hereby irrevocably (i) presents for exchange _____ Common Units in PKST OP, L.P. in accordance with the terms of the Agreement and the Exchange Right referred to in Section 8.5 thereof, (ii) surrenders such Common Units and all right, title and interest therein, and (iii) directs that the Cash Amount or REIT Shares Amount as determined by the General Partner deliverable upon exercise of the Exchange Right be delivered to the address specified below, and if REIT Shares are to be delivered, such REIT Shares be registered or placed in the name(s) and at the address(es) specified below. The General Partner will exchange the Common Units specified **year first** above on the first business day of the month that is at least 60 business days after the receipt by the General Partner of this Notice of Exchange; however, the Company will consider a Limited Partner's request for an earlier exchange date, and any such earlier exchange date will be determined in the sole discretion of the General Partner. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

Dated: _____, _____

(Name of Limited Partner)

(Signature of Limited Partner)

(Mailing Address)

(City) (State) (Zip Code)

Signature Guaranteed by:

If REIT Shares are to be issued, issue to:

Name:

Social Security or Tax I.D. Number:

If an earlier exchange date is requested, please provide such requested date below. The General Partner may, in its sole discretion, exchange the Common Units on any date on or after such date.

B-1

Exhibit 21.1

SUBSIDIARIES OF PEAKSTONE REALTY TRUST written.

PEAKSTONE REALTY TRUST,
a Maryland real estate investment trust

By: _____
Name: Michael J. Escalante
Title: Chief Executive Officer and President

The Participant hereby accepts and agrees to be bound by all of the terms and conditions of this Agreement.

Participant

Print Name: _____

7

[US-DOCS\148024762.9]

EXHIBIT 10.34

**PEAKSTONE REALTY TRUST
TIME-BASED RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (this "**Agreement**") is made as of _____, 2024 by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "**Company**"), and _____ (the "**Participant**").

WHEREAS, the Company maintains the Peakstone Realty Trust Second Amended and Restated Employee and Trustee Long-Term Incentive Plan (as amended from time to time, the "**Plan**");

WHEREAS, the Plan authorizes the grant of Awards to full-time employees of the Company and its Affiliates;

WHEREAS, Section 10 of the Plan provides for the issuance of Restricted Stock Units ("**RSUs**") to eligible persons; and

WHEREAS, the compensation committee (the "**Committee**") of the board of trustees of the Company (the "**Board**") has determined that it would be to the advantage and in the best interest of the Company to cause RSUs to be issued to the Participant under the Plan, subject to the terms and conditions set forth herein (the "**Award**").

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

1. **Issuance of RSUs.** As of the date first set forth above (the "**Grant Date**"), the Participant is hereby granted a total of _____ RSUs, subject to the terms and conditions, rights restrictions and limitations set forth herein and in the Plan.

2. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

3. **Plan Governs; Shareholder Rights; Transfer Restrictions.**

(a) The RSUs are subject to the terms of the Plan and this Agreement.

(b) The Award shall not confer upon the Participant any rights as a shareholder of the Company, including but not limited to, the right to receive any cash distributions or dividends and the right to vote on any issues presented to shareholders for a vote, unless and until the Participant is issued Shares in respect of vested RSUs and such Shares are reflected as issued and outstanding on the Company's stock ledger.

(c) Without the consent of the Committee (which it may give or withhold in its sole discretion), the Participant shall not sell, pledge, assign, hypothecate, transfer, or otherwise dispose of (collectively, "**Transfer**") any unvested RSUs or any portion of the Award attributable to such unvested RSUs (or any securities into which such unvested RSUs are converted or exchanged), other than by will, pursuant to the laws of descent and distribution, to a "family member" within the meaning of the Securities Act or pursuant to a qualified domestic relations order (the "**Transfer Restrictions**"); *provided, however*, that the Transfer Restrictions shall not apply to any Transfer of unvested RSUs or the Award to the Company. Any permitted transferee of the Award or RSUs shall take such Award or RSUs subject to the terms of the Plan and this Agreement. Any such permitted transferee must, upon the request of the Company, agree to such waivers, limitations, and restrictions as the Company may reasonably require. Any Transfer of the Award or RSUs which is not made in compliance with the Plan and this Agreement shall be null and void and of no effect ab initio.

4. **Vesting.** The RSUs shall vest and, subject solely to Section 13(j) of this Agreement and Section 22.2 of the Plan, become nonforfeitable with respect to one-third (1/3) of the RSUs on

[US-DOCS\148035068.9]

December 31 of each of [2024, 2025 and 2026] (with any fractional RSUs rounded as determined by the Committee), subject to the Participant's continued employment and service with the Company or any of its Subsidiaries (or applicable successors thereto) through the applicable vesting date. Notwithstanding the foregoing, in the event that the Participant's employment with the Company and its Subsidiaries terminates due to the Participant's death or Disability, subject to the condition that the Participant (or, the Participant's estate or personal representative, as the case may be) executes and does not revoke a written release of claims against the Company and its Subsidiaries and Affiliates in a form determined by the Company (the "**Release**"), any then outstanding RSUs shall vest in full as of immediately prior to the Participant's termination. In addition, if not prohibited by Applicable Law, vesting may be suspended by the Committee in its sole discretion during any Company-approved leaves of absence (if any). Such signed Release must be delivered to the Company on or within sixty (60) days following the date of the Participant's termination. If the Participant's consideration period for the Release spans two calendar years, then the Shares that are otherwise due upon settlement of the RSUs shall not be issued prior to the first day of the second such calendar year.

5. **Effect of Termination of Service.** In the event of the Participant's termination of employment and service with the Company and its Subsidiaries for any reason, all RSUs that have not vested as of the date of such termination of employment or service (after taking into account any accelerated vesting that occurs in connection with such termination) shall automatically and without further action be cancelled and forfeited without payment of any consideration therefor, and the Participant shall have no further right to or interest in such RSUs.

6. **Settlement of Award.** Subject to the Participant's timely execution of any required documents as described in Section 8, on or within seventy (70) days following the date on which the applicable RSU vests, the Company will issue to the Participant one Share for each vested RSU (on a one-to-one basis) in settlement of such RSU. In all cases, the issuance and delivery of Shares under this Agreement is intended to qualify as a short-term deferral as provided by Treasury Regulation Section 1.409A-1(b)(4) and shall be construed and administered in such a manner. [Notwithstanding the foregoing, to the extent that the Company determines that the delivery of Shares in settlement of all or any portion of the RSUs then being settled (together with the issuance of Shares subject to

then outstanding share-settled Awards under the Plan) would result in the issuance of Shares in excess of the limit on the maximum number of Shares that may be issued pursuant to Awards granted under the Plan, the RSUs then being settled shall, in lieu of payment in Shares pursuant to the immediately preceding sentence, be paid out in cash in accordance with the terms hereof in an amount per RSU equal to the Fair Market Value.]]

7. Adjustments for Corporate Transactions and Other Events. Participant acknowledges and agrees that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in the Plan. In the event that the RSUs or the Shares underlying the RSUs are changed into or exchanged for a different number or kind of securities of the Company or of another corporation or other entity by reason of merger, consolidation, recapitalization, reclassification, stock split, stock dividend or combination of shares, such new or additional or different securities which are issued upon conversion of or in exchange or substitution for RSUs or the Shares underlying the RSUs which are then subject to vesting shall be subject to the same vesting conditions as such RSUs or Shares, as applicable, unless the Administrator provides for the accelerated vesting of the RSUs or the Shares underlying the RSUs, as applicable.

8. Company Documents. As a condition to the Award, the Participant acknowledges and agrees that, at the Company's reasonable and customary request, the Participant must timely execute and deliver to the Company any investment representations and/or other documents that the Company, in its sole discretion, deems necessary or desirable to effectuate the issuance of the Shares.

9. Securities Law Compliance. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all Applicable Laws. Notwithstanding anything herein to the contrary, the

1Note to Draft: Bracketed language to be included in 2024 RSU awards granted prior to shareholder approval of plan amendment.

2

[US-DOCS\148035068.9]]

Plan shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

10. Taxes. The Company or any Subsidiary (as applicable) shall have the authority and the right to deduct or withhold, or require the Participant to remit to such entity, an amount sufficient to satisfy federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to the issuance, vesting or payment of the RSUs (the "**Applicable Withholding Obligations**"). In satisfaction of the Applicable Withholding Obligations or in satisfaction of any additional tax withholding, the Participant may, if and to the extent authorized and approved by the Committee in its sole discretion, elect to (i) have the Company or such Subsidiary withhold Shares otherwise issuable under the Award or (ii) tender to the Company other Shares owned by the Participant, in either case, having a fair market value equal to the Applicable Withholding Obligations and/or additional tax withholdings, as applicable, in accordance with the terms and conditions of the Plan. Notwithstanding any other provision of the Plan or this Agreement, the number of Shares which may be withheld with respect to the issuance, vesting or payment of the RSUs in order to satisfy the Participant's Applicable Withholding Obligations shall be limited to the number of Shares which have a fair market value on the date of withholding no greater than the aggregate amount of the Applicable Withholding Obligations based on the maximum individual statutory withholding rates in the applicable jurisdiction. The Participant is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her receipt and settlement of the RSUs.

11. Remedies. The Participant shall be liable to the Company and its Subsidiaries for all costs and damages, including incidental and consequential damages, resulting from a disposition or attempted disposition of the Award or the RSUs which is not permitted by the provisions of this Agreement or the Plan. Without limiting the generality of the foregoing, the Participant agrees that the Company shall be entitled to obtain specific performance of the obligations of the Participant under this Agreement and immediate injunctive relief in the event any action or proceeding is brought in equity to enforce the same. The Participant shall not urge as a defense that there is an adequate remedy at law.

12. Code Section 409A.

(a) General. To the extent applicable, this Agreement shall be interpreted so that this Award is exempt from (or, to the extent that exemption is not possible, to comply with) Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Grant Date the Company determines that the Award must be revised to maintain exemption from or to comply with Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A; *provided, however*, that this Section 12 shall not create any obligation on the part of the Company or any of its Subsidiaries to adopt any such amendment, policy or procedure or take any such other action, and none of the Company or any of its Subsidiaries shall have any obligation to indemnify any Person for any taxes imposed under or by operation of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, no amounts shall be paid to the Participant under this Agreement during the six (6)-month period following the Participant's "separation from service" to the extent that the Committee determines that the Participant is a "specified employee" (each within the meaning of Section 409A) at the time of such separation from service and that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(b)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A without being subject to such additional taxes), the Company shall pay to the Participant in a lump-sum all amounts that would have otherwise been payable to the Participant during such six (6)-month period under this Agreement. Such

specified employee delay does not apply to payments made on account of payment of employment taxes or income inclusion, as described in Treasury Regulation Section 1.409A-3(j)(4)(vi) and (vii).

13. Miscellaneous.

(a) Incorporation of the Plan. This Agreement is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

(b) Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries or Affiliates or shall interfere with or restrict in any way the rights of the Company or any of its Subsidiaries or Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or any of its Subsidiaries or Affiliates and the Participant.

(c) No Right to Future Awards. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time, subject to the terms thereof. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

(d) Governing Law. The laws of the State of Maryland shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

(e) Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant. For purposes of this paragraph, "material" means a change that the Committee or Board determines, in good faith, could reasonably be expected to result in a reduction in the dollar value of the RSUs or could reasonably be expected to result in a curtailment of the Participant's rights to receive the Shares hereunder. For clarity, changes to features that the Committee or Board determines in good faith are an insignificant or unimportant feature of the Award, involve an administrative process, or are too remote to be reasonably expected to occur, shall not be considered "material."

(f) Notices. Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, (ii) reputable overnight delivery service with proof of delivery, or (iii) email transmission, in each case sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of email transmission, as of the date of the transmission provided that such transmission is received by the intended addressee prior to 5:00 p.m. Pacific Time (and any transmission received from and after 5:00 p.m., Pacific Time, shall be deemed received on the next business day (as used herein, the term "business day" shall mean any day other than Saturdays, Sundays and U.S. national holidays):

To the Company: Peakstone Realty Trust
1520 Grand Avenue
El Segundo, CA 90245
Attn: Chief Legal Officer
E-mail: nsitzer@pkst.com

To Participant: To the mailing or email address most recently on file in the payroll records of the Company.

(g) **Successors and Assigns.** The Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company and its Subsidiaries. Subject to the restrictions on transfer set forth in Section 3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, committees, successors and assigns.

(h) **Entire Agreement.** The Plan and this Agreement (including all exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and its Subsidiaries and Affiliates and the Participant with respect to the subject matter hereof.

(i) **Agreement Severable.** In the event that any provision of this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of this Agreement.

(j) **Compensation Recovery.** This Award and the Shares issuable hereunder shall be subject to any compensation recovery policy in effect as of the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

(k) **Limitations Applicable to Section 16 Persons.** Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, this Agreement and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

(l) **Limitation on Participant's Rights.** Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

(m) **Counterparts.** The Agreement may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PEAKSTONE REALTY TRUST,
a Maryland real estate investment trust

By: _____
Name: Michael J. Escalante
Title: Chief Executive Officer and President

The Participant hereby accepts and agrees to be bound by all of the terms and conditions of this Agreement.

Participant

Print Name:

6

[US-DOCS\148035068.9]

EXHIBIT 10.36

*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and is the type that the registrant treats as private or confidential.

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT ("Agreement"), dated as of December 29, 2023, is made by and among Peakstone Realty Trust (f/k/a Griffin Realty Trust, Griffin Realty Trust, Inc. and Griffin Capital Essential Asset REIT, Inc.) ("PKST"), PKST OP, L.P. (f/k/a GRT OP, L.P., GRT OP, LLC and Griffin Capital Essential Asset Operating Partnership, L.P.) ("Op Co"), PKST Management Company, LLC (f/k/a Griffin Capital Real Estate Company, LLC) ("PMCO" and together with PKST and Op Co, the "Company"), and Louis K. Sohn ("Sohn").

WHEREAS, the Company and Sohn are party to that certain Employment Agreement by and between Sohn and the Company, dated December 14, 2018 (the "Employment Agreement"), pursuant to which Sohn serves as Executive Vice President of the Company (unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Employment Agreement);

WHEREAS, Sohn and the Company have mutually agreed that, effective as of the Termination Date (as defined below), Sohn's employment with the Company will terminate without "Cause" (as defined in the Employment Agreement), and Sohn and the Company mutually desire to specify the terms of Sohn's termination of employment; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination of Employment.

a. Termination of Employment. Effective as of December 31, 2023 (the "Termination Date"), (i) Sohn's employment with the Company and its affiliates shall terminate and Sohn shall cease to serve as an employee of the Company and its affiliates, and (ii) the Employment Agreement shall terminate, and Sohn shall have no further rights thereunder, other than: (1) Sohn's right to the payments and benefits set forth in Section 5.3(c) of the Employment Agreement (subject to the terms and conditions thereof), and (2) the "Surviving Provisions" listed in Section 14 of the Employment Agreement, which shall remain in full force and effect in accordance with their terms.

b. Severance Date. Sohn agrees that the Severance Date (as defined in the Employment Agreement) shall be the Termination Date.

c. Payments Upon Termination.

(i) Sohn will receive payment on the Termination Date for all wages payable through the Termination Date and any accrued and unpaid vacation time or paid time-off.

(ii) Subject to the terms and conditions set forth in the Employment Agreement (including without limitation, the execution by Sohn on or after the Termination Date and the non-revocation of a General Release substantially in the form attached as Exhibit A to the Employment Agreement and the Company's execution, not later than the date on which Sohn's General Release becomes irrevocable, of a General Release substantially in the form attached as Exhibit B to the Employment Agreement), the Company shall pay and provide to Sohn the payments and benefits set forth in Section 5.3(c) of the Employment Agreement at the times and in the manner set forth therein; provided, however, that for purposes of Section 5.3(c)(ii) of the Employment Agreement, the pro-rated Incentive Bonus shall be calculated assuming target individual performance and target Company performance.

1

2. Miscellaneous.

a. References. Any and all inquiries made by outside third parties concerning the employment of Sohn by the Company shall be directed to the Company's Vice President of Human Resources. The Company agrees that if contacted by a prospective employer of Sohn, it will only verify dates of employment and job classification held by Sohn.

b. Protective Covenants. Sohn and the Company acknowledge and affirm that all undertakings and covenants contained in any other agreement between Sohn and the Company shall remain in full force and effect following the Termination Date in accordance with their terms and shall not be deemed to be amended or in any way affected by reason of Sohn and the Company entering into this Agreement. Without limiting the generality of the foregoing, Sohn acknowledges that he is bound by the Protective Covenants set forth in the following Sections of the Employment Agreement: Section 6.1 (*Confidential Information*), Section 6.3 (*Non-Solicitation of Employees*), 6.4 (*Non-Solicitation of Customers*), 6.5 (*Non-Disparagement*), and Section 6.6 (*Return of Company Documents*). The Company acknowledges that it is bound by the Protective Covenant set forth in Section 6.5 (*Non-Disparagement*) of the Employment Agreement.

c. No Assignment. This Agreement and the rights and duties hereunder are personal to Sohn and may not be assigned, delegated, transferred, or pledged by Sohn. Sohn hereby acknowledges and agrees that the Company may assign, delegate, transfer, pledge, or sell this Agreement and the rights and duties hereunder (a) to an affiliate of the Company or (b) to any third party in connection with (i) the sale, transfer, or other disposition of all or substantially all of the assets of the Company or (ii) a merger, consolidation, or other similar corporate transaction involving the Company.

d. Withholding. Notwithstanding anything else herein to the contrary, the Company or any of its affiliates may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement, or any other compensation payable to Sohn, such federal, state and local income, employment, or other taxes or other amounts as may be required to be withheld pursuant to any applicable law, regulation or contract.

e. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) email transmission, in each case sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of email transmission, as of the date of the transmission provided that such transmission is received by the intended addressee prior to 5:00 p.m. Pacific Time (and any transmission received from and after 5:00 p.m., Pacific Time, shall be deemed received on the next business day (as used herein, the term "business day" shall mean any day other than Saturdays, Sundays and U.S. national holidays):

If to the Company:

Peakstone Realty Trust
1520 E. Grand Avenue
El Segundo, CA 90245
Attention: Michael J. Escalante
Email: mescalante@pkst.com
Attention: Nina Momtazee Sitzer
Email: nsitzer@pkst.com

If to Sohn:

[***]

f. Governing Law. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the substantive laws of the State of California without reference to the principles of conflicts of law of the State of California or any other jurisdiction, and where applicable, the laws of the United States.

g. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by Sohn and the Company. No failure to exercise and no delay in exercising any right, remedy, or power hereunder preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

h. Binding Effect; Benefit. Subject to Section 2(c) above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any benefit, rights, remedies, obligations, or liabilities under or by reason of this Agreement.

i. Enforcement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a portion of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

j. Construction. This Agreement shall be deemed drafted equally by both the parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation.

k. Entire Agreement. The terms of this Agreement (together with the award agreements evidencing any outstanding Company equity awards held by Sohn, and any other agreements and instruments contemplated hereby or referred to or incorporated herein) are, as of the date hereof, intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. As of the date hereof, this Agreement shall supersede all undertakings or agreements, whether written or oral, previously entered into by Sohn and the Company or any predecessor thereto or affiliate thereof with respect to the subject matter hereof (including, without limitation, the Employment Agreement, except as expressly provided herein). References in this Agreement to "this Agreement" and/or "herein" shall include all annexes and exhibits hereto, if any.

l. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Execution of this Agreement may be made by providing a signed original copy or providing a signature via facsimile or other electronic means, such as a portable document format (PDF).

m. Consultation with Counsel. Sohn acknowledges that Sohn has been given the opportunity to consult with an attorney regarding the Agreement. In signing this Agreement, Sohn acknowledges that Sohn's decision to enter into this Agreement is knowing and voluntary and was not induced by the Company through fraud or misrepresentation.

n. No Other Payments Due. Other than the payments and benefits that Sohn may become entitled to receive under Section 5.3(c) of the Employment Agreement, Sohn acknowledges that, as of the date of execution of this Agreement, Sohn has been paid all wages or other compensation, including, but not limited to accrued, unused vacation benefits, incentives, or bonuses, that Sohn has earned or become entitled to during Sohn's employment with the Company through the date Sohn executes this Agreement. Sohn agrees that Sohn does not have knowledge of any potential

or actual dispute with the Company about any unpaid wages or compensation which Sohn believes Sohn is entitled to but has not been paid as of the date Sohn executes this Agreement. Sohn understands and acknowledges that Sohn shall not be entitled to any payments or benefits from the Company other than those expressly set forth in Section 1(c).

o. Protected Rights. Nothing in this Agreement (including the Surviving Provisions listed in Section 14 of the Employment Agreement) shall prevent Sohn from (i) communicating directly with, cooperating with, or providing information to, or receiving financial awards from, any federal, state or local government agency, including without limitation the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice, the U.S. Equal Employment Opportunity Commission, or the U.S. National Labor Relations Board, without notifying or seeking permission

from the Company, (ii) exercising any rights Sohn may have under Section 7 of the U.S. National Labor Relations Act, such as the right to engage in concerted activity, including collective action or discussion concerning wages or working conditions, or (iii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that Sohn has reason to believe is unlawful.

p. Arbitration. Except for the limited right to seek temporary injunctive relief in a court pursuant to Section 6 of the Employment Agreement (in which case the underlying dispute remains subject to arbitration), the parties agree that to the extent permitted by law, any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, or Sohn's employment by the Company or any termination thereof, will be settled by arbitration to be held at a location in Los Angeles, California in accordance with the Federal Arbitration Act and the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association, which can be found at https://www.adr.org/sites/default/files/document_repository/EmploymentRules_Web_0.pdf. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The arbitrator shall have the authority to award the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees.

q. Representation Concerning Filing of Legal Actions. Sohn represents and warrants that Sohn does not presently have on file, and further represents that Sohn will not hereafter file, any claims, grievances, actions, appeals or complaints against the Company or its affiliates in or with any state or federal court, board or before any other tribunal or panel of arbitrators, public or private, based upon any Released Claims (as defined in the General Release attached as Exhibit A to the Employment Agreement). If such an action or charge has been filed by Sohn, or on Sohn's behalf, Sohn agrees not to participate in any such proceeding and Sohn will use Sohn's best efforts to cause it immediately to be withdrawn and dismissed with prejudice.

[Signature Page Follows]

4

EXHIBIT 10.36

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement effective as of the date first written above.

PEAKSTONE REALTY TRUST

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

PKST OP, L.P.

By: Peakstone Realty Trust, its general partner

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

PKST MANAGEMENT COMPANY, LLC

By:

Name: Michael J. Escalante

Title: Chief Executive Officer and President

Accepted and Agreed,

Louis K. Sohn

Date:

EXHIBIT 10.41

FORM OF

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20__, by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "Company"), and _____ ("Indemnitee").

WHEREAS, at the request of the Company, Indemnitee currently serves as [a trustee] [and] [an officer] of the Company and may, therefore, be subjected to claims, suits or proceedings arising as a result of such service;

WHEREAS, as an inducement to Indemnitee to serve or continue to serve in such capacity, the Company has agreed to indemnify Indemnitee and to advance expenses and costs incurred by Indemnitee in connection with any such claims, suits or proceedings, to the maximum extent permitted by law; and

WHEREAS, the parties by this Agreement desire to set forth their agreement regarding indemnification and advance of expenses;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Definitions. For purposes of this Agreement:

(a) "Change in Control" means a change in control of the Company occurring after the Effective Date of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if, after the Effective Date (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of all of the Company's then-outstanding securities entitled to vote generally in the election of trustees without the prior approval of at least two-thirds of the members of the Board of Trustees in office immediately prior to such person's attaining such percentage interest; (ii) the Company is a party to a merger, consolidation, sale of assets, plan of liquidation or other reorganization not approved by at least two-thirds of the members of the Board of Trustees then in office, as a consequence of which members of the Board of Trustees in office immediately prior to such transaction or event constitute less than a majority of the Board of Trustees thereafter; or (iii) at any time, a majority of the members of the Board of Trustees are not individuals (A) who were trustees as of the Effective Date or (B) whose election by the Board of Trustees or nomination for election by the Company's shareholders was approved by the affirmative vote of at least two-thirds of the trustees then in office who were trustees as of the Effective Date or whose election or nomination for election was previously so approved.

(b) "Company Status" means the status of a person as a present or former trustee, officer, employee or agent of the Company or as a trustee, director, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic real estate investment trust, corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in such capacity at the request of the Company. As a clarification and without limiting the circumstances in which Indemnitee may be serving at the request of the Company, service by Indemnitee shall be

deemed to be at the request of the Company: (i) if Indemnatee serves or served as a trustee, director, officer, partner, manager, managing member, fiduciary, employee or agent of any real estate investment trust, corporation, partnership, limited liability company, joint venture, trust or other enterprise (1) of which a majority of the voting power or equity interest is or was owned directly or indirectly by the Company or (2) the management of which is controlled directly or indirectly by the Company and (ii) if, as a result of Indemnatee's service to the Company or any of its affiliated entities, Indemnatee is subject to duties to, or required to perform services for, an employee benefit plan or its participants or beneficiaries, including as a deemed fiduciary thereof.

(c) "Disinterested Trustee" means a trustee of the Company who is not and was not a party to the Proceeding in respect of which indemnification and/or advance of Expenses is sought by Indemnatee.

(d) "Effective Date" means the date on which Indemnatee commenced or commences serving as [a trustee] [or] [an officer] of the Company.

(e) "Expenses" means any and all reasonable and out-of-pocket attorneys' fees and costs, retainers, court costs, arbitration and mediation costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, federal, state, local or foreign taxes imposed on Indemnatee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties and any other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in or otherwise participating in a Proceeding. Expenses shall also include Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium for, security for and other costs relating to any cost bond, supersedeas bond or other appeal bond or its equivalent.

(f) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation and real estate investment trust law and neither is, nor in the past five years has been, retained to represent: (i) the Company or Indemnatee in any matter material to either such party (other than with respect to matters concerning Indemnatee under this Agreement or of other indemnitees under similar indemnification agreements), or (ii) any other party to or participant or witness in the Proceeding giving rise to a claim for indemnification or advance of Expenses hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnatee in an action to determine Indemnatee's rights under this Agreement.

(g) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing, claim, demand or discovery request or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including any appeal therefrom, except one pending or completed on or before the Effective Date, unless otherwise specifically agreed in writing by the Company and Indemnatee. If Indemnatee reasonably believes that a given situation may lead to or culminate in the institution of a Proceeding, such situation shall also be considered a Proceeding.

Section 2. Services by Indemnatee. Indemnatee serves or will serve in the capacity or capacities set forth in the first WHEREAS clause above. However, this Agreement shall not impose any independent obligation on Indemnatee or the Company to continue Indemnatee's

2

service to the Company. This Agreement shall not be deemed an employment contract between the Company (or any other entity) and Indemnatee.

Section 3. General. The Company shall indemnify, and advance Expenses to, Indemnatee (a) as provided in this Agreement and (b) otherwise to the maximum extent permitted by Maryland law in effect on the Effective Date and as amended from time to time; provided, however,

that no change in Maryland law shall have the effect of reducing the benefits available to Indemnitee hereunder based on Maryland law as in effect on the Effective Date. The rights of Indemnitee provided in this Section 3 shall include, without limitation, the rights set forth in the other sections of this Agreement, including any additional indemnification permitted by the Maryland REIT Law (the "MRL") or the Maryland General Corporation Law (the "MGCL"), including, without limitation, Section 2-418 of the MGCL.

Section 4. Standard for Indemnification. If, by reason of Indemnitee's Company Status, Indemnitee is, or is threatened to be, made a party to any Proceeding, the Company shall indemnify Indemnitee against all judgments, penalties, fines and amounts paid in settlement and all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any such Proceeding unless it is established that (a) the act or omission of Indemnitee was material to the matter giving rise to the Proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) Indemnitee actually received an improper personal benefit in money, property or services or (c) in the case of any criminal Proceeding, Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

Section 5. Certain Limits on Indemnification. Notwithstanding any other provision of this Agreement (other than Section 6), Indemnitee shall not be entitled to:

(a) indemnification hereunder if the Proceeding was one by or in the right of the Company and Indemnitee is adjudged, in a final adjudication of the Proceeding not subject to further appeal, to be liable to the Company;

(b) indemnification hereunder if Indemnitee is adjudged, in a final adjudication of the Proceeding not subject to further appeal, to be liable on the basis that personal benefit in money, property or services was improperly received in any Proceeding charging improper personal benefit to Indemnitee, whether or not involving action in Indemnitee's Company Status; or

(c) indemnification or advance of Expenses hereunder if the Proceeding was brought by Indemnitee, unless: (i) the Proceeding was brought to enforce indemnification under this Agreement, and then only to the extent in accordance with and as authorized by Section 12 of this Agreement, or (ii) the Company's Declaration of Trust or Bylaws, a resolution of the shareholders entitled to vote generally in the election of trustees or of the Board of Trustees or an agreement approved by the Board of Trustees to which the Company is a party expressly provide otherwise.

Section 6. Court-Ordered Indemnification. Notwithstanding any other provision of this Agreement, a court of appropriate jurisdiction, upon application of Indemnitee and such notice as the court shall require, may order indemnification of Indemnitee by the Company in the following circumstances:

(a) if such court determines that Indemnitee is entitled to reimbursement under Section 2-418(d)(1) of the MGCL, the court shall order indemnification, in which case Indemnitee shall be entitled to recover the Expenses of securing such reimbursement; or

(b) if such court determines that Indemnitee is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not Indemnitee (i) has met

3

the standards of conduct set forth in Section 2-418(b) of the MGCL or (ii) has been adjudged liable for receipt of an improper personal benefit under Section 2-418(c) of the MGCL, the court may order such indemnification as the court shall deem proper without regard to any limitation on such court-ordered indemnification contemplated by Section 2-418(d)(2)(ii) of the MGCL.

Section 7. Indemnification for Expenses of an Indemnitee Who is Wholly or Partially Successful. Notwithstanding any other provision of this Agreement, and without limiting any such provision, to the extent that Indemnitee was or is, by reason of Indemnitee's Company Status, made a party to (or otherwise becomes a participant in) any Proceeding and is successful, on the merits or otherwise, in the defense of such Proceeding, the Company shall indemnify Indemnitee for all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee under this Section 7 for all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each such claim, issue or matter, allocated on a reasonable and proportionate basis. For purposes of this Section 7 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 8. Advance of Expenses for Indemnatee. If, by reason of Indemnatee's Company Status, Indemnatee is, or is threatened to be, made a party to any Proceeding, the Company shall, without requiring a preliminary determination of Indemnatee's ultimate entitlement to indemnification hereunder, advance all Expenses incurred by or on behalf of Indemnatee in connection with such Proceeding. The Company shall make such advance of incurred Expenses within ten days after the receipt by the Company of a statement or statements requesting such advance from time to time, whether prior to or after final disposition of such Proceeding, which advance may be in the form of, in the reasonable discretion of Indemnatee (but without duplication), (a) payment of such Expenses directly to third parties on behalf of Indemnatee, (b) advance of funds to Indemnatee in an amount sufficient to pay such Expenses or (c) reimbursement to Indemnatee for Indemnatee's payment of such Expenses. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnatee and shall include or be preceded or accompanied by a written affirmation by Indemnatee and a written undertaking by or on behalf of Indemnatee, in substantially the form attached hereto as Exhibit A or in such form as may be required under applicable law as in effect at the time of the execution thereof. To the extent that Expenses advanced to Indemnatee do not relate to a specific claim, issue or matter in the Proceeding, such Expenses shall be allocated on a reasonable and proportionate basis. The undertaking required by this Section 8 shall be an unlimited general obligation by or on behalf of Indemnatee and shall be accepted without reference to Indemnatee's financial ability to repay such advanced Expenses and without any requirement to post security therefor.

Section 9. Indemnification and Advance of Expenses as a Witness or Other Participant. Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is or may be, by reason of Indemnatee's Company Status, made a witness or otherwise asked to participate in any Proceeding, whether instituted by the Company or any other person, and to which Indemnatee is not a party, Indemnatee shall be advanced and indemnified against all Expenses actually and reasonably incurred by Indemnatee or on Indemnatee's behalf in connection therewith within ten days after the receipt by the Company of a statement or statements requesting any such advance or indemnification from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnatee. In connection with any such advance of Expenses, the Company may require Indemnatee to provide an undertaking and affirmation substantially in the form attached hereto as Exhibit A or in such form as may be required under applicable law as in effect at the time of execution thereof.

4

Section 10. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnatee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnatee and is reasonably necessary or appropriate to determine whether and to what extent Indemnatee is entitled to indemnification. Indemnatee may submit one or more such requests from time to time and at such time(s) as Indemnatee deems appropriate in Indemnatee's sole discretion. The officer of the Company receiving any such request from Indemnatee shall, promptly upon receipt of such a request for indemnification, advise the Board of Trustees in writing that Indemnatee has requested indemnification.

(b) Upon written request by Indemnatee for indemnification pursuant to Section 10(a) above, a determination, if required by applicable law, with respect to Indemnatee's entitlement thereto shall promptly be made in the specific case: (i) if a Change in Control has occurred, by Independent Counsel, in a written opinion to the Board of Trustees, a copy of which shall be delivered to Indemnatee, which Independent Counsel shall be selected by Indemnatee and approved by the Board of Trustees in accordance with Section 2-418(e)(2)(ii) of the MGCL, which approval shall not be unreasonably withheld; or (ii) if a Change in Control has not occurred, (A) by a majority vote of the Disinterested Trustees or by the majority vote of a group of Disinterested Trustees designated by the Disinterested Trustees to make the determination, (B) if Independent Counsel has been selected by the Board of Trustees in accordance with Section 2-418(e)(2)(ii) of the MGCL and approved by Indemnatee, which approval shall not be unreasonably withheld or delayed, by Independent Counsel, in a written opinion to the Board of Trustees, a copy of which shall be delivered to Indemnatee or (C) if so directed by the Board of Trustees, by the shareholders of the Company, other than trustees or officers who are parties to the Proceeding. If it is so determined that Indemnatee is entitled to indemnification, the Company shall make payment to Indemnatee within ten days after such determination. Indemnatee shall cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary or appropriate to such determination in the discretion of the Board of Trustees or Independent Counsel if retained pursuant to clause (ii)(B) of this Section 10(b). Any Expenses incurred by Indemnatee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnatee's entitlement to indemnification) and the Company shall indemnify and hold Indemnatee harmless therefrom.

(c) The Company shall pay the reasonable fees and expenses of Independent Counsel, if one is appointed.

Section 11. Presumptions and Effect of Certain Proceedings.

(a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons (including any court having jurisdiction over the matter) making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company shall have the burden of overcoming that presumption in connection with the making of any determination contrary to that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, upon a plea of *nolo contendere* or its equivalent, or entry of an order of probation prior to judgment, does not create a presumption that Indemnitee did not meet the requisite standard of conduct described herein for indemnification.

5

(c) The knowledge and/or actions, or failure to act, of any other trustee, officer, employee or agent of the Company or any other trustee, director, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic real estate investment trust, corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise shall not be imputed to Indemnitee for purposes of determining any other right to indemnification under this Agreement.

Section 12. Remedies of Indemnitee.

(a) If (i) a determination is made pursuant to Section 10(b) of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advance of Expenses is not timely made pursuant to Sections 8 or 9 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10(b) of this Agreement within 60 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 7 or 9 of this Agreement within ten days after receipt by the Company of a written request therefor, or (v) payment of indemnification pursuant to any other section of this Agreement or the Declaration of Trust or Bylaws of the Company is not made within ten days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication in an appropriate court located in the State of Maryland, or in any other court of competent jurisdiction, or in an arbitration conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, of Indemnitee's entitlement to indemnification or advance of Expenses. Indemnitee shall commence a proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); provided, however, that the foregoing clause shall not apply to a proceeding brought by Indemnitee to enforce Indemnitee's rights under Section 7 of this Agreement. Except as set forth herein, the provisions of Maryland law (without regard to its conflicts of laws rules) shall apply to any such arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In any judicial proceeding or arbitration commenced pursuant to this Section 12, Indemnitee shall be presumed to be entitled to indemnification or advance of Expenses, as the case may be, under this Agreement and the Company shall have the burden of proving that Indemnitee is not entitled to indemnification or advance of Expenses, as the case may be. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 12, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 8 of this Agreement until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed). The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all of the provisions of this Agreement.

(c) If a determination shall have been made pursuant to Section 10(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification that was not disclosed in connection with the determination.

(d) In the event that Indemnitee is successful in seeking, pursuant to this Section 12, a judicial adjudication of or an award in arbitration to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the

Company, and shall be indemnified by the Company for, any and all Expenses actually and reasonably incurred by Indemnitee in such judicial adjudication or arbitration. If it shall be determined in such judicial adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advance of Expenses sought, the Expenses incurred by Indemnitee in connection with such judicial adjudication or arbitration shall be appropriately prorated.

(e) Interest shall be paid by the Company to Indemnitee at the maximum rate allowed to be charged for judgments under the Courts and Judicial Proceedings Article of the Annotated Code of Maryland for amounts which the Company pays or is obligated to pay for the period (i) commencing with either the tenth day after the date on which the Company was requested to advance Expenses in accordance with Sections 8 or 9 of this Agreement or the 60th day after the date on which the Company was requested to make the determination of entitlement to indemnification under Section 10(b) of this Agreement, as applicable, and (ii) ending on the date such payment is made to Indemnitee by the Company.

Section 13. Defense of the Underlying Proceeding.

(a) Indemnitee shall notify the Company promptly in writing upon being served with any summons, citation, subpoena, complaint, indictment, request or other document relating to any Proceeding which may result in the right to indemnification or the advance of Expenses hereunder and shall include with such notice a description of the nature of the Proceeding and a summary of the facts underlying the Proceeding. The failure to give any such notice shall not disqualify Indemnitee from the right, or otherwise affect in any manner any right of Indemnitee, to indemnification or the advance of Expenses under this Agreement unless the Company's ability to defend in such Proceeding or to obtain proceeds under any insurance policy is materially and adversely prejudiced thereby, and then only to the extent the Company is thereby actually so prejudiced.

(b) Subject to the provisions of the last sentence of this Section 13(b) and of Section 13(c) below, the Company shall have the right to defend Indemnitee in any Proceeding which may give rise to indemnification hereunder; provided, however, that the Company shall notify Indemnitee of any such decision to defend within 15 days following receipt of notice of any such Proceeding under Section 13(a) above. The Company shall not, without the prior written consent of Indemnitee, which shall not be unreasonably withheld or delayed, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise with respect to Indemnitee which (i) includes an admission of fault of Indemnitee, (ii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Proceeding, which release shall be in form and substance reasonably satisfactory to Indemnitee, or (iii) would impose any Expense, judgment, fine, penalty or limitation on Indemnitee. This Section 13(b) shall not apply to a Proceeding brought by Indemnitee under Section 12 of this Agreement.

(c) Notwithstanding the provisions of Section 13(b) above, if in a Proceeding to which Indemnitee is a party by reason of Indemnitee's Company Status, (i) Indemnitee reasonably concludes, based upon an opinion of counsel approved by the Company, which approval shall not be unreasonably withheld or delayed, that Indemnitee may have separate defenses or counterclaims to assert with respect to any issue which may not be consistent with other defendants in such Proceeding, (ii) Indemnitee reasonably concludes, based upon an opinion of counsel approved by the Company, which approval shall not be unreasonably withheld or delayed, that an actual or apparent conflict of interest or potential conflict of interest exists between Indemnitee and the Company, or (iii) if the Company fails to assume the defense of such Proceeding in a timely manner, Indemnitee shall be entitled to be represented by separate legal counsel of Indemnitee's choice, subject to the prior approval of the Company, which

approval shall not be unreasonably withheld or delayed, at the expense of the Company. In addition, if the Company fails to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any Proceeding to deny or to recover from Indemnitee the benefits intended to be provided to Indemnitee hereunder,

Indemnatee shall have the right to retain counsel of Indemnatee's choice, subject to the prior approval of the Company, which approval shall not be unreasonably withheld or delayed, at the expense of the Company (subject to Section 12(d) of this Agreement), to represent Indemnatee in connection with any such matter.

Section 14. Non-Exclusivity; Survival of Rights; Subrogation.

(a) The rights of indemnification and advance of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnatee may at any time be entitled under applicable law, the Declaration of Trust or Bylaws of the Company, any agreement, including, without limitation, any employment agreement, or a resolution of the shareholders entitled to vote generally in the election of trustees or of the Board of Trustees, or otherwise. Unless consented to in writing by Indemnatee, no amendment, alteration or repeal of the Declaration of Trust or Bylaws of the Company, this Agreement or of any provision hereof shall limit or restrict any right of Indemnatee under this Agreement in respect of any action taken or omitted by such Indemnatee in Indemnatee's Company Status prior to such amendment, alteration or repeal, regardless of whether a claim with respect to such action or inaction is raised prior or subsequent to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right or remedy shall be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prohibit the concurrent assertion or employment of any other right or remedy.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights. Notwithstanding the foregoing, in the event of any payment under this Agreement, the Company shall not be subrogated to and hereby waives any rights to be subrogated to any rights of recovery of Indemnatee with respect to any personal umbrella insurance policy of the Indemnatee.

Section 15. Insurance.

(a) The Company will use its reasonable best efforts to acquire trustees and officers liability insurance, on terms and conditions deemed appropriate by the Board of Trustees, with the advice of counsel, covering Indemnatee or any claim made against Indemnatee by reason of Indemnatee's Company Status and covering the Company for any indemnification or advance of Expenses made by the Company to Indemnatee for any claims made against Indemnatee by reason of Indemnatee's Company Status. In the event of a Change in Control, the Company, and any successor of the Company, shall maintain in force any and all trustees and officers liability insurance policies that were maintained by the Company immediately prior to the Change in Control for a period of six years with the insurance carrier or carriers and through the insurance broker in place at the time of the Change in Control; provided, however, (i) if the carriers will not offer the same policy and an expiring policy needs to be replaced, a policy substantially comparable in scope and amount shall be obtained and (ii) if any replacement insurance carrier is necessary to obtain a policy substantially comparable in scope and amount, such insurance carrier shall have an AM Best rating that is the same or better than the AM Best rating of the existing insurance carrier.

8

(b) Without in any way limiting any other obligation under this Agreement, the Company shall indemnify Indemnatee for any payment by Indemnatee which would otherwise be indemnifiable hereunder arising out of the amount of any deductible or retention and the amount of any excess of the aggregate of all judgments, penalties, fines, settlements and Expenses incurred by Indemnatee in connection with a Proceeding over the coverage of any insurance referred to in Section 15(a). The purchase, establishment and maintenance of any such insurance shall not in any way limit or affect the rights or obligations of the Company or Indemnatee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and Indemnatee shall not in any way limit or affect the rights or obligations of the Company under any such insurance policies. If, at the time the Company receives notice from any source of a Proceeding to which Indemnatee is a party or a participant (as a witness or otherwise) the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

(c) The Indemnatee shall cooperate with the Company or any insurance carrier of the Company with respect to any Proceeding.

Section 16. Coordination of Payments. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable or payable or reimbursable as Expenses hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 17. Contribution. If the indemnification provided in this Agreement is unavailable in whole or in part and may not be paid to Indemnitee for any reason, other than for failure to satisfy the standard of conduct set forth in Section 4 or due to the provisions of Section 5, then, with respect to any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), to the fullest extent permissible under applicable law, the Company, in lieu of indemnifying and holding harmless Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for Expenses, judgments, penalties, and/or amounts paid or to be paid in settlement, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee.

Section 18. Reports to Shareholders. To the extent required by the MGCL and the MRL, the Company shall report in writing to its shareholders the payment of any amounts for indemnification of, or advance of Expenses to, Indemnitee under this Agreement arising out of a Proceeding by or in the right of the Company with the notice of the meeting of shareholders of the Company next following the date of the payment of any such indemnification or advance of Expenses or prior to such meeting.

Section 19. Duration of Agreement; Binding Effect.

(a) This Agreement shall continue until and terminate on the later of (i) the date that Indemnitee shall have ceased to serve as a trustee, officer, employee or agent of the Company or as a trustee, director, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic real estate investment trust, corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in such capacity at the request of the Company and (ii) the date that Indemnitee is no longer subject to any actual or possible Proceeding (including any rights of appeal thereto and any Proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement).

(b) The indemnification and advance of Expenses provided by, or granted pursuant to, this Agreement shall be binding upon and be enforceable by the parties hereto and their

9

respective successors and assigns solely with respect to any Proceedings related to Indemnitee's Company Status with the Company (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a trustee, officer, employee or agent of the Company or a trustee, director, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic real estate investment trust, partnership, corporation, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in such capacity at the request of the Company, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(c) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent (to the maximum extent permitted by law) that the Company would be required to perform if no such succession had taken place.

(d) The Company and Indemnitee agree that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult to ascertain, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. Indemnitee shall further be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertakings

in connection therewith. The Company acknowledges that, in the absence of a waiver, a bond or undertaking may be required of Indemnatee by a court, and the Company hereby waives any such requirement of such a bond or undertaking.

Section 20. Severability. If any provision or provisions of this Agreement shall be held to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, void, illegal or otherwise unenforceable that is not itself invalid, void, illegal or otherwise unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, void, illegal or otherwise unenforceable, that is not itself invalid, void, illegal or otherwise unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 21. Counterparts. This Agreement may be executed in one or more counterparts, (delivery of which may be by facsimile, or via e-mail as a portable document format (.pdf) or other electronic format), each of which will be deemed to be an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one such counterpart. One such counterpart signed by the party against whom enforceability is sought shall be sufficient to evidence the existence of this Agreement.

10

Section 22. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 23. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor, unless otherwise expressly stated, shall such waiver constitute a continuing waiver.

Section 24. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, on the day of such delivery, (ii) transmitted by email (notice deemed given upon delivery if no automated notice of delivery failure is received by sender) and mailed by overnight courier service, on the next day after the date on which it is so mailed, or (iii) mailed by overnight courier service, on the next day after the date on which it is so mailed:

(a) If to Indemnatee, to the address set forth on the signature page hereto.

(b) If to the Company, to:

Peakstone Realty Trust

1520 E. Grand Avenue

El Segundo, California 90245

Attn: Secretary

Email: nsitzer@pkst.com or to such other address as may have been furnished in writing to Indemnatee by the Company or to the Company by Indemnatee, as the case may be.

Section 25. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws rules.

[SIGNATURE PAGE FOLLOWS]

11

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

PEAKSTONE REALTY TRUST

By: _____

Name:

Title:

Name:

Address:

Email:

[Signature Page to Indemnification Agreement]

12

EXHIBIT A

AFFIRMATION AND UNDERTAKING TO REPAY EXPENSES ADVANCED

To: The Board of Trustees of Peakstone Realty Trust

Re: Affirmation and Undertaking

Ladies and Gentlemen:

This Affirmation and Undertaking is being provided pursuant to that certain Indemnification Agreement dated the ____ day of _____, 20__, by and between Peakstone Realty Trust, a Maryland real estate investment trust (the "Company"), and the undersigned Indemnitee (the "Indemnification Agreement"), pursuant to which I am entitled to advance of Expenses in connection with **[Description of Proceeding]** (the "Proceeding").

Terms used herein and not otherwise defined shall have the meanings specified in the Indemnification Agreement.

I am subject to the Proceeding by reason of my Company Status or by reason of alleged actions or omissions by me in such capacity. I hereby affirm my good faith belief that at all times, insofar as I was involved as [a trustee] [and] [an officer] of the Company, in any of the facts or events giving rise to the Proceeding, I (1) did not act with bad faith or active or deliberate dishonesty, (2) did not receive any improper personal benefit in money, property or services and (3) in the case of any criminal proceeding, had no reasonable cause to believe that any act or omission by me was unlawful.

In consideration of the advance by the Company for Expenses incurred by me in connection with the Proceeding (the "Advanced Expenses"), I hereby agree that if, in connection with the Proceeding, it is established that (1) an act or omission by me was material to the matter giving rise to the

Proceeding and (a) was committed in bad faith or (b) was the result of active and deliberate dishonesty or (2) I actually received an improper personal benefit in money, property or services or (3) in the case of any criminal proceeding, I had reasonable cause to believe that the act or omission was unlawful, then I shall promptly reimburse the portion of the Advanced Expenses relating to the claims, issues or matters in the Proceeding as to which the foregoing findings have been established.

IN WITNESS WHEREOF, I have executed this Affirmation and Undertaking on this ____ day of _____, 20____.

Name: _____

A-1

EXHIBIT 14.1

PEAKSTONE REALTY TRUST

Code of Business Conduct and Ethics

A. Introduction

It is the general policy of Peakstone Realty Trust (the “**Company**”) to conduct its business activities and transactions with the highest level of integrity and ethical standards and in accordance with all applicable laws, rules and regulations. Obeying the law both in letter and in spirit is the foundation on which the Company's ethical standards are built. In carrying out this policy, the Company has adopted the following Code of Business Conduct and Ethics (the “**Code**”). This Code is intended to cover the Company's and its subsidiaries' trustees, officers and employees (collectively, “**Covered Persons**”).

Each Covered Person is expected (i) to read and understand this Code and its application to the performance of his or her business responsibilities and (ii) to conduct himself or herself in accordance with this Code and to seek to avoid even the appearance of wrongdoing or improper behavior. Those who violate the standards in this Code will be subject to disciplinary action, which may include suspension, termination and/or the reporting of violative conduct to appropriate regulatory and criminal authorities.

If a law conflicts with a policy in this Code, a Covered Person must comply with the law. If a Covered Person has any questions about these conflicts or this Code, he or she should consult with the General Counsel.

Other policies that govern the conduct of Covered Persons may be established by the Company from time to time that supplement and are in addition to this Code. Members of the Board of Trustees of the Company (the “**Board**”) also should refer to the Company's Corporate Governance Guidelines for additional policies that specifically govern the conduct of Board members.

After carefully reviewing this Code, you must sign the acknowledgment attached as Exhibit A hereto, indicating that you have received, read, understand and agree to comply with this Code. The acknowledgment must be returned either electronically in a manner provided for by the Company or to the Company's General Counsel or his or her designee within ten (10) business days of your receipt of this Code and on an annual basis as may be required by the Company.

B. Honest and Ethical Conduct

Each Covered Person must always conduct himself or herself in an honest and ethical manner. Each Covered Person must act with high standards of personal and professional integrity and not tolerate others who attempt to deceive or evade responsibility for their actions. In addition, all Covered Persons must act with integrity in discussions with, or requests for information from, the Board, regulatory agency officials and government officials, as well as in dealings with business partners and shareholders.

C. Fair Dealing

We seek to outperform our competition fairly and honestly. We seek competitive advantages through superior performance, not through unethical or illegal business practices.

EXHIBIT 14.1

Each Covered Person should endeavor to respect the rights of, and to deal fairly with, the Company's tenants, purchasers and sellers of assets, and other customers, suppliers or joint venture partners, competitors, employees and other persons with whom the Company transacts business. No Covered Person should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

D. Compliance with Applicable Governmental Laws, Rules and Regulations

Obedying the law both in letter and in spirit is the foundation on which the Company's ethical standards are built. All Covered Persons must respect and obey the laws, rules and regulations (including insider trading laws) of the jurisdictions in which we operate and the rules and regulations applicable to the Company's business, including those of the New York Stock Exchange (the "NYSE") and the Securities and Exchange Commission (the "SEC"). Although not all Covered Persons are expected to know the details of the laws, rules and regulations to which the Company is subject, it is important to understand enough to determine when it is necessary or appropriate to seek advice from supervisors, managers or other persons, including the General Counsel, who can provide guidance on such matters.

Disregard of the law will not be tolerated. Violation of any applicable laws, rules and regulations may subject an individual, as well as the Company, to civil or criminal penalties. Covered Persons should be aware that conduct and records, including e-mails, are subject to internal and external audits and to discovery by third parties in the event of a government investigation or civil litigation. Consequently, it is in everyone's best interest to understand and comply with the laws, rules and regulations applicable to the Company.

E. Conflicts of Interest

All Covered Persons must avoid any situation in which personal interests conflict, or have the appearance of conflicting, with those of the Company. Covered Persons may not accept any benefits from the Company that have not been duly authorized and approved pursuant to Company policy and procedures. Transactions or arrangements with trustees and officers that may involve a conflict of interest are prohibited unless they have been specifically approved in advance by the Company's Nominating and Corporate Governance Committee ("Governance Committee") or the Board (not including any interested trustees) or otherwise comply with the Company's Related Party Transaction Policy (to the extent applicable). Exceptions may be made only after review and approval of specific or general categories by the General Counsel (in the case of employees, other than an officer) or the Company's Nominating and Corporate Governance Committee (the "Governance Committee") or the full Board (in the case of officers or trustees), and in each case, not including any interested trustees. *Trustees and executive officers of the Company should refer to the Company's Related Party Transaction Policy.*

A "conflict of interest" occurs when a person's private interest interferes in any way (or even appears to interfere) with the interests of the Company. A conflict situation can arise, for example, when a Covered Person takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest also arise when a Covered Person, or any Family Member (as defined below) of such person, receives improper personal benefits because of his or her position at the Company. However, the Company recognizes that its corporate structure and business investments do not make it practicable or desirable to avoid all relationships that could give rise to conflicts of interest. Accordingly, conflicts of interest, potential conflicts of interest or relationships which are identified as giving rise to potential conflicts of interest that are approved by the General Counsel (in the case of employees, other than an officer), or at the direction of the full Board or the

EXHIBIT 14.1

Governance Committee (in the case of officers or trustees) or that have been disclosed in the Company's Proxy Statement filed with the SEC are permitted.

If you have any questions about a potential conflict of interest or if you become aware of an actual or potential conflict, you should discuss the matter with your supervisor or the General Counsel. Supervisors may not authorize conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first seeking the approval of the General Counsel and providing him or her with a written description of the activity.

Conflict of interest situations involving trustees, executive officers and other employees who occupy supervisory positions or who have discretionary authority in dealing with any third party may include, but are not limited to, the following:

- any significant ownership interest in any tenant or service provider;
- any consulting or employment relationship with any tenant, service provider, supplier or competitor;

- any outside business activity that detracts from an individual's ability to devote appropriate time and attention to his or her responsibilities with the Company;
- the receipt of non-customary gifts or entertainment or those that are excessive in value from any company with which the Company has current or prospective business dealings;
- being in the position of supervising, reviewing or having any influence on the job evaluation, pay or benefit of any Family Member; or
- selling anything to the Company or buying anything from the Company.

Such situations, if material, should be discussed with the General Counsel.

For purposes of this Code, “**Family Member**” generally means a person's spouse, parents, children and siblings, whether by blood, marriage or adoption, or anyone residing in such person's home.

F. Corporate Opportunities

Covered Persons owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises. Covered Persons must offer to the Company any business opportunities related to the Company's target assets and business activities (as described in the periodic reports filed by the Company from time to time with the SEC, together with any other assets that the Board determines from time to time will be a target asset or potential investment or business of the Company). Covered Persons are prohibited from: (i) taking for themselves opportunities that are discovered using Company property, information or position, unless such opportunities are presented to the Board and the Board declines to pursue such opportunities; (ii) using Company property, information or position for improper personal gain; or (iii) competing with the Company. Any employee, other than an executive officer, may only pursue a corporate opportunity if the General Counsel waives in writing the Company's right to pursue the corporate opportunity. Corporate opportunities available to trustees and executive officers may only be waived by the Governance Committee or the Board (not including any interested trustees). If the Company waives its right to pursue a corporate opportunity, Covered Persons may pursue such opportunities in a manner consistent with this Code.

EXHIBIT 14.1

G. Compliance Procedures; Reporting Violations

The Company expects all Covered Persons to work to ensure prompt and consistent action against violations of this Code. This Code covers a wide range of business practices and procedures, but it does not address every applicable law or respond to every ethical question or concern that may arise. Nonetheless, the general guidelines of this Code provide each Covered Person with the Company's expectations regarding business dealings.

Any Covered Person who becomes aware of any existing or potential violation of this Code or any law, rule or regulation or Company policy has an obligation to report his or her complaint or concern to his or her supervisor or to the General Counsel or if such complaint or concern is related to financial, accounting or auditing matters, to the General Counsel, the Chairperson of the Audit Committee of the Board, at the addresses below, or through the Company Ethics Hotline (the “**Ethics Hotline**”), which is administered and monitored by the General Counsel and Chairperson of the Audit Committee of the Board (the “**Audit Committee**”). If you are uncomfortable using any of these procedures for reporting violations or concerns, you may contact the Audit Committee at the address below.

Reporting Contacts	
General Counsel	Peakstone Realty Trust 150 N Riverside Plaza, Suite 1950 Chicago, IL 60606 Attention: Nina Sitzler Telephone: (310) 606-3200 Email: nsitzer@pkst.com
Ethics Hotline	• Phone: 1-844-208-6162 • Website: https://pkst.ethicspoint.com • Confidential and anonymous if you choose
Chairman of the Audit Committee	Peakstone Realty Trust 1520 E. Grand Avenue El Segundo, CA 90245 Attention: Audit Committee Chairperson Email: auditchairperson@pkst.com

No Covered Person should report any existing or potential violation of this Code or any law, rule or regulation or Company policy to any person who is involved in the matter giving rise to the existing or potential violation. When using the Ethics Hotline, Covered Persons may remain anonymous. However, bear in mind that in some cases anonymity may hinder a full investigation of the issue. If you do choose to remain anonymous, please be sure to provide a sufficiently detailed description of the factual basis of the allegation so that an appropriate investigation can be performed.

All concerns will be taken seriously by the Company and, when appropriate, the Company will fully investigate each allegation. This may include talking to any individuals directly involved, as well as to others who may possess information pertinent to the situation. Covered Persons are expected to cooperate fully with internal investigations of wrongdoing or misconduct, and failure to cooperate fully with any such investigations will lead to disciplinary action, up to and including termination.

EXHIBIT 14.1

The Company will not tolerate any retaliation against any Covered Person for raising, in good faith, a possible violation of this Code or of a law, rule or regulation. Retaliation for reporting a federal offense is illegal under federal law. Any person who participates in retaliatory conduct will be subject to disciplinary action up to and including termination of employment. Misusing this Code by knowingly or recklessly providing false information to the Company may also result in appropriate disciplinary action.

Every trustee, officer, manager and supervisor who receives a complaint or a report alleging or regarding an actual or potential violation of this Code or of a law, rule or regulation has, without exception, the responsibility to immediately communicate such complaint to the General Counsel or the Chairperson of the Audit Committee (if such complaint or report is related to financial, accounting or auditing matters) or report it to the Ethics Hotline.

H. Accounting Complaints

The Company's policy is to comply fully with all applicable financial reporting and accounting regulations. If any Covered Person has unresolved concerns or complaints regarding questionable accounting, internal control or auditing matters concerning the Company, such person is encouraged to submit such concerns or complaints in accordance with the Company's Complaint Procedures for Accounting and Auditing Matters.

I. Public Disclosure

The Company is committed to providing full, fair, accurate, timely and understandable disclosure in the current reports, periodic reports and other information it files with or submits to the SEC and in other public communications, such as press releases, earnings conference calls and industry conferences, made by the Company or on the Company's behalf. In meeting such standards for disclosure, the Company's officers and trustees shall always strive to comply with the Company's disclosure obligations and, as necessary, appropriately consider and balance the need or desirability for confidentiality with respect to non-public negotiations or other business developments.

The Company's Chief Executive Officer and Chief Financial Officer are responsible for establishing effective disclosure controls and procedures and internal control over financial reporting within the meaning of applicable SEC rules and regulations. The Company expects the Chief Executive Officer and the Chief Financial Officer to take a leadership role in implementing such controls and procedures and to position the Company to comply fully with its disclosure obligations within the timeframe required under applicable SEC rules and regulations. To fulfill such obligation, the Chief Executive Officer and the Chief Financial Officer, along with the principal accounting officer or controller and persons performing similar functions, as applicable (each a "**Principal Officer**"), must:

1. carefully review drafts of reports and documents the Company is required to file with, or submit to, the SEC before they are filed, or submitted, and Company press releases or other public communications before they are released to the public, with particular focus on disclosures each Principal Officer does not understand or agree with and on information known to the Principal Officer that is not reflected in the report, document, press release or public communication;
2. comply with the Company's Disclosure Controls, Policies and Procedures as in effect from time to time, which have been designed to ensure that the information required to be disclosed by the Company in its SEC filings is collected, processed, summarized and disclosed in a timely fashion and accumulated and communicated to the appropriate persons; and

EXHIBIT 14.1

3. promptly bring to the attention of the Company's Disclosure Committee (the "**Disclosure Committee**"), or a member thereof, any material information of which a Principal Officer may become aware that affects the disclosures made by the Company in its public filings, any material information that may assist the Disclosure Committee in fulfilling its responsibilities, matters that a Principal Officer feels could compromise the integrity of the Company's financial reports or disagreements on accounting matters.

Each such person having direct or supervisory authority regarding these SEC filings or the Company's other public communications concerning its general business, results, financial condition and prospects should, to the extent appropriate within his or her area of responsibility, consult with other Company officers and employees and take other appropriate steps regarding these disclosures with the goal of making full, fair, accurate, timely and understandable disclosure.

In addition, the Company has adopted a Public Disclosure Policy which identifies the persons who are authorized to speak on behalf of the Company and how and when Company information may be disclosed. All Covered Persons are required to review and understand their duties under the Public Disclosure Policy.

J. Confidential Information

All Covered Persons have responsibility for maintaining the confidentiality of information entrusted to them by the Company, its tenants, purchasers and sellers of assets, and other customers, suppliers or joint venture partners, employees and other persons with whom the Company transacts business, including any information that might be useful to competitors or, or harmful to, the relevant company if disclosed. Except as legally required or expressly authorized by the Company's Chief Executive Officer or the General Counsel, every Covered Person who has access to confidential Company information must maintain its confidentiality.

Nothing in this Code, including the Confidential Information restrictions above, shall be construed to prohibit Covered Persons from, in good faith, communicating with, providing information to, filing a charge with, or participating in any investigation or proceeding conducted by any federal, state or local government agency or commission responsible for enforcement of law(s) applicable to the Company, including but not limited to, the Securities and Exchange Commission, Equal Employment Opportunity Commission, National Labor Relations Board, or the Department of Labor ("Government Agencies"). Covered Persons do not need to give notice to or obtain approval from the Company to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information. This Code does not limit a Covered Person's right to receive an award for information provided to any Government Agency.

If there are any questions concerning confidential information or the treatment of what is believed to be confidential Company information, please contact the Company's General Counsel.

K. Insider Trading

Covered Persons who have access to confidential information are not permitted to use or share that information for share trading purposes or for any other purpose except the conduct of the Company's business. All non-public information about the Company should be considered confidential

information. To use non-public information for personal financial benefit, or to “tip” others (including without limitation friends and Family Members) who might make an

EXHIBIT 14.1

investment decision based on this information, is not only unethical but also illegal. For a more detailed discussion of the insider trading laws, please refer to the Company's Policy on Insider Information and Insider Trading, which can be obtained from the General Counsel. The purpose of the Policy on Insider Information and Insider Trading is to inform all Covered Persons of their legal responsibilities and clearly establish the Company's procedures for trading in the Company's securities.

L. Protection and Proper Use of the Company's Assets

All Covered Persons should protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. Any suspected incident of fraud or theft should be immediately reported to the Company's General Counsel or through the Ethics Hotline. All of the Company's assets should be used for legitimate business purposes and should not be used for non-company business, although incidental personal use may be permitted with the permission of your supervisor.

M. Waivers of or Changes to this Code of Business Conduct and Ethics

It may be appropriate for a provision of this Code to be waived in a particular circumstance. Any waiver of, or changes to, this Code that apply to executive officers or trustees of the Company may be made only by the Governance Committee or another committee of our Board comprising solely independent trustees or a majority of our independent trustees and must be promptly disclosed to shareholders as required by law or regulation of the SEC and the rules of the NYSE. In particular, to the extent that such committee of majority of independent trustees determines to grant any waiver of this Code for an executive officer or trustee, the waiver shall be disclosed to shareholders within four business days of such determination through a press release, providing website disclosure, or by filing a current report on Form 8-K with the SEC. Any other Covered Person seeking a waiver should speak to his or her supervisor, who, in turn, should obtain the approval of the General Counsel regarding such matter.

N. Administration and Implementation

The Governance Committee has overall responsibility for administering and interpreting this Code. The General Counsel is responsible for the implementation of this Code.

O. Website Disclosure

This Code, as may be amended from time to time, shall be posted on the Company's website. The Company shall state in its annual proxy statement that this Code is available on the Company's website and provide the website address.

Effective as of November 7, 2023

Exhibit A

PEAKSTONE REALTY TRUST

CODE OF BUSINESS CONDUCT AND ETHICS ACKNOWLEDGMENT

I hereby acknowledge that I have received, read, understand and will comply with the Peakstone Realty Trust Code of Business Conduct and Ethics.

I understand that my agreement to comply with the Code of Business Conduct and Ethics does not constitute a contract of employment.

Please sign here:

Print Name:

Date:

This signed and completed form must be returned to the Peakstone Realty Trust General Counsel within ten (10) business days of receiving this Code.

**SUBSIDIARIES IN WHICH PEAKSTONE REALTY TRUST
OWNS, DIRECTLY OR INDIRECTLY, AN INTEREST**

Subsidiary	Jurisdiction of Incorporation or Organization
GRT (Cardinal REIT Merger Sub), LLC	Maryland
PKST OP, L.P.	Delaware
GRT OP (Cardinal New GP Sub), LLC	Delaware
GRT OP (Cardinal LP Merger Sub), LLC	Delaware
Cole Corporate Income Operating Partnership II, LP	Delaware
CCIT II Securities Investments, LLC	Delaware
ARCP GP OFC San Jose (Orchard) CA, LLC	Delaware
ARCP OFC Phoenix (Central) AZ, LLC	Delaware
CIM OFC Platteville CO, LLC	Delaware
ARCP OFC Johnston IA (Phase II), LLC	Delaware
CIM OFC Andover MA, LLC	Delaware
CIM OFC Andover (Tech) MA, LLC	Delaware
CIM OFC Sparks MD, LLC	Delaware
VEREIT OFC Lincoln Hill PA, LLC	Delaware
CIM OFC Memphis TN, LLC	Delaware
ARCP OFC Birmingham AL, LLC	Delaware
ARCP OFC San Antonio TX, LLC	Delaware
ARCP OFC Burlington MA (Phase 2), LLC	Delaware
CIM GP OFC San Diego CA, LLC	Delaware
CIM OFC San Diego CA, LP	Delaware
ARCP ID Bellevue OH, LLC	Delaware
The GC Net Lease (Greensboro) Investors, L.P.	Delaware
The GC Net Lease (Greensboro) GP, LLC	Delaware
ARCP OFC Huntsville AL, LLC	Delaware
ARCP OFC Burlington MA, LLC	Delaware
VEREIT OFC Phoenix AZ, LLC	Delaware
VEREIT OFC Tyler TX, LLC	Delaware
CIM OFC Hunt Valley MD, LLC	Delaware
The GC Net Lease (Wake Forest) GP, LLC	Delaware
The GC Net Lease (Wake Forest) Investors, L.P.	Delaware
Cole GP OFC San Jose (Ridder Park) CA, LLC	Delaware
Cole GP OFC Walnut Creek CA, LLC	Delaware
SOR Operating Partnership, LLC	Delaware

The GC Net Lease (Herndon) Investors, LLC	Delaware
The Point at Clark Street REIT, LLC	Delaware
The GC Net Lease (Columbia) Investors, LLC	Delaware
Griffin Capital Real Estate Realty Management Company, LLC	Delaware
Griffin Capital Essential Asset Advisor, LLC	Delaware
Griffin Capital Essential Asset Advisor II, PKST Management Company, LLC	Delaware
Griffin Capital Property Management, LLC	Delaware
Griffin Capital Essential Asset Property Management, LLC	Delaware
Griffin Capital Essential Asset Property Management II, LLC	Delaware
IndustrialCo Trust	Maryland
Industrial SpinCo Trust	Maryland
GRT VAO OP, LLC	Delaware
NVO Promote LLC	Delaware
GRT (Cardinal REIT Merger Sub), LLC	Maryland
GRT OP (Cardinal New GP Sub), LLC	Delaware
GRT OP (Cardinal LP Merger Sub), LLC	Delaware
Cole Corporate Income Operating Partnership II, LP	Delaware
Griffin Capital Essential Asset TRS, Inc.	Delaware
The GC Net Lease (Parsippany) Investors, LLC	Delaware
The GC Net Lease (Phoenix Beardsley) Investors, LLC	Delaware
The GC Net Lease (Westminster) Investors, LLC	Delaware
The GC Net Lease (Lone Tree) Investors, LLC	Delaware
The GC Net Lease (Arlington Heights) Investors, LLC	Delaware
The GC Net Lease (Houston Westgate III) Investors, LLC	Delaware
The GC Net Lease (Heritage III) Investors, LLC	Delaware
The GC Net Lease (Fort Mill) Investors, LLC	Delaware
The GC Net Lease (Fort Mill II) Investors, LLC	Delaware
WR Griffin Patterson, LLC (SEC-C)	Delaware
Griffin Capital (Highway 94) Investors, DST	Delaware
Griffin Capital (Highway 94) Manager, LLC	Delaware
Griffin Capital (Nashville) Investors, LLC	Delaware
Griffin Capital JVMB (Fort Worth), LLC	Delaware
Griffin Capital JVIII (Ashburn) Investors, LLC	Delaware
Emporia Partners, LLC	Delaware
GRECO Realty, LLC	Delaware
The GC Net Lease (Lynnwood III) Investors, LLC	Delaware
The GC Net Lease (Lynnwood IV) Investors, LLC	Delaware
The GC Net Lease (Nashville) Investors, LLC	Delaware
The GC Net Lease (Heritage III) Investors, LLC	Delaware
The GC Net Lease (Heritage IV) Investors, LLC	Delaware
The GC Net Lease (Houston Westgate III) Investors, LLC	Delaware
The GC Net Lease (Jacksonville) Investors, LLC	Delaware
The GC Net Lease (Jefferson City) Investors, LLC	Delaware
The GC Net Lease (Phoenix Beardsley) Investors, LLC	Delaware
The GC Net Lease (Phoenix Deer Valley) Investors, LLC	Delaware

The GC Net Lease (Redmond) Investors, LLC	Delaware
The GC Net Lease (Warren) Member, LLC	Delaware
Griffin (Mechanicsburg) Essential Asset REIT II, LLC	Delaware
Griffin Capital JVII Patterson, LLC	Delaware
Plainfield Partners, LLC	Delaware
The GC Net Lease (Allen Park) Investors, LLC	Delaware
The GC Net Lease (Arlington Centreway) Investors, LLC	Delaware
The GC Net Lease (Arlington Heights) Investors, LLC	Delaware
The GC Net Lease (Atlanta Perimeter) Investors, LLC	Delaware
The GC Net Lease (Atlanta Wildwood I) Investors, LLC	Delaware
The GC Net Lease (Atlanta Wildwood II) Investors, LLC	Delaware
The GC Net Lease (Atlanta Windy Ridge) Investors, LLC	Delaware
The GC Net Lease (Beaver Creek) Investors, LLC	Delaware
The GC Net Lease (Beaver Creek) Member, LLC	Delaware
The GC Net Lease (Charlotte Research) Investors, L.P.	Delaware
The GC Net Lease (Charlotte Research) GP, LLC	Delaware
The GC Net Lease (Charlotte) Investors, LLC	Delaware
The GC Net Lease (Charlotte-North Falls) Investors, L.P.	Delaware
The GC Net Lease (Charlotte-North Falls) GP, LLC	Delaware
The GC Net Lease (Charlotte) Member, LLC	Delaware
The GC Net Lease (Columbia) Investors, LLC	Delaware
The GC Net Lease (Columbus) Investors, LLC	Delaware
The GC Net Lease (Cranberry) Investors, LLC	Delaware
The GC Net Lease (Deerfield) Investors, LLC	Delaware
The GC Net Lease (Denver) Investors, LLC	Delaware
The GC Net Lease (Dublin) Investors, LLC	Delaware
The GC Net Lease (Earth City) Investors, LLC	Delaware
The GC Net Lease (El Segundo Grand) Investors, LLC	Delaware
The GC Net Lease (Emeryville) Lender, LLC	Delaware
The GC Net Lease (Frisco) Investors, LLC	Delaware
The GC Net Lease (Frisco Parkwood) Investors, LLC	Delaware
The GC Net Lease (Greenwood Village) Investors, LLC	Delaware
The GC Net Lease (GV Quebec Court) Investors, LLC	Delaware
The GC Net Lease (Herndon) Investors, LLC	Delaware
The GC Net Lease (Houston Enclave) Investors, LLC	Delaware
The GC Net Lease (Houston Enclave) Member, LLC	Delaware
The GC Net Lease (Houston Westway I) Investors, LLC	Delaware
The GC Net Lease (Houston Westway II) Investors, LLC	Delaware
The GC Net Lease (Irvine Armstrong) Investors, LLC	Delaware
The GC Net Lease (Irving Carpenter) Investors, LLC	Delaware
The GC Net Lease (Irving) Investors, LLC	Delaware
The GC Net Lease (Joliet) Investors, LLC	Delaware
The GC Net Lease (Lakeland) Investors, LLC	Delaware

The GC Net Lease (Largo) Investors, LLC	Delaware
The GC Net Lease (Libertyville) Investors, LLC	Delaware
The GC Net Lease (Lisle) Investors, LLC	Delaware
The GC Net Lease (Lone Tree) Investors, LLC	Delaware
The GC Net Lease (Lynnwood I) Investors, LLC	Delaware
The GC Net Lease (Lynnwood II) Investors, LLC	Delaware
The GC Net Lease (Maryland Heights Lackland) Investors, LLC	Delaware
The GC Net Lease (Maryland Heights) Investors, LLC	Delaware
The GC Net Lease (Mason Duke) Investors, LLC	Delaware
The GC Net Lease (Mason I) Investors, LLC	Delaware
The GC Net Lease (Mason Simpson) Investors, LLC	Delaware
The GC Net Lease (Milwaukee) Investors, LLC	Delaware
The GC Net Lease (Miramar) Investors, LLC	Delaware
The GC Net Lease (Oak Brook) Investors, LLC	Delaware
The GC Net Lease (Olathe) Investors, LLC	Delaware
The GC Net Lease (Parsippany) Investors, LLC	Delaware
The GC Net Lease (Phoenix Chandler) Investors, LLC	Delaware
The GC Net Lease (Phoenix Chandler) Member, LLC	Delaware
The GC Net Lease (Rancho Cordova) Investors, LLC	Delaware
The GC Net Lease (Arlington Heights) Member, LLC	Delaware
The GC Net Lease (Renton) Investors, LLC	Delaware
The GC Net Lease (San Carlos) Investors, LLC	Delaware
The GC Net Lease (Scottsdale) Investors, LLC	Delaware
The GC Net Lease (Scottsdale II) Investors, LLC	Delaware
The GC Net Lease (Savannah) Investors, LLC	Delaware
The GC Net Lease (Warren) Investors, LLC	Delaware
The GC Net Lease (Wayne) Investors, LLC	Delaware
The GC Net Lease (West Chester) Investors, LLC	Delaware
The GC Net Lease (Westerville) Investors, LLC	Delaware
The GC Net Lease (Westminster) Investors, LLC	Delaware
The GC Net Lease (Whippany) Investors, LLC	Delaware
The GC Net Lease Bridge Borrower, LLC	Delaware
The GC Net Lease (Phoenix Northgate) Investors, LLC	Delaware
Renfro Properties, LLC	Delaware
Griffin (Lone Tree) Essential Asset REIT II, LLC	Delaware
Griffin (Carmel) Essential Asset REIT II, LLC	Delaware
Griffin (Tucson) Essential Asset REIT II, LLC	Delaware
Griffin (Andover) Essential Asset REIT II, LLC	Delaware
Griffin (Auburn Hills) Essential Asset REIT II, LLC	Delaware
Griffin (Birmingham) Essential Asset REIT II, LLC	Delaware
Griffin (Columbus) Essential Asset REIT II, LLC	Delaware
Griffin (Columbus) Member Essential Asset REIT II, LLC	Delaware
Griffin (Concord) Essential Asset REIT II, LLC	Delaware
Griffin (Concord) Member Essential Asset REIT II, LLC	Delaware
Griffin (DeKalb) Essential Asset REIT II, LLC	Delaware
Griffin (Durham) Essential Asset REIT II GP, LLC	Delaware

Griffin (Etna) Essential Asset REIT II, LLC	Delaware
Griffin (Groveport) Essential Asset REIT II, LLC	Delaware
Griffin (Hampton 300) Essential Asset REIT II, LLC	Delaware
Griffin (Hampton 500) Essential Asset REIT II, LLC	Delaware
Griffin (Hillsboro) Essential Asset REIT II, LLC	Delaware
Griffin (Houston Westgate II) Essential Asset REIT II, LLC	Delaware
Griffin (Houston Westgate II) Member Essential Asset REIT II, LLC	Delaware
Griffin (Las Vegas Buffalo) Essential Asset REIT II, LLC	Delaware
Griffin (Las Vegas Grier) Essential Asset REIT II, LLC	Delaware
Griffin (Las Vegas Grier) Member Essential Asset REIT II, LLC	Delaware
Griffin (Lincolnshire) Essential Asset REIT II, LLC	Delaware
Griffin (Mechanicsburg) Member Essential Asset REIT II, LLC	Delaware
Griffin (North Charleston) Essential Asset REIT II, LLC	Delaware
Griffin (Parsippany 10) Essential Asset REIT II, LLC	Delaware
Griffin (Parsippany 14) Essential Asset REIT II, LLC	Delaware
Griffin (Phoenix Beardsley IPC) Essential Asset REIT II, LLC	Delaware
Griffin (Phoenix Beardsley IPC) Member Essential Asset REIT II, LLC	Delaware
Griffin (Phoenix Beardsley TRCW) Essential Asset REIT II, LLC	Delaware
Griffin (Phoenix Beardsley TRCW) Member Essential Asset REIT II, LLC	Delaware
Griffin (San Jose) Essential Asset REIT II, LLC	Delaware
Griffin (Simi Valley American) (Groveport) Essential Asset REIT II, LLC	Delaware
Griffin (Simi Valley Tapo) (Andover) Essential Asset REIT II, LLC	Delaware
The GC Net Lease (GV Quebec Court) Investors, LLC	Delaware

Exhibit 21.1

Griffin (Auburn Hills) Essential Asset REIT II, LLC	Delaware
Griffin (West Jefferson) (North Charleston) Essential Asset REIT II, LLC	Delaware
Will Partners REIT Member, LLC	Delaware
Griffin (Livonia) (Parsippany 10) Essential Asset REIT II, LLC	Delaware
SOR Operating Partnership, Griffin (Lone Tree) Essential Asset REIT II, LLC	Delaware
Griffin (Carmel) Essential Asset REIT II, LLC	Delaware
The GC Net Lease (Scottsdale II) Investors, LLC	Delaware
The GC Net Lease (Largo) Investors, LLC	Delaware
Renfro Properties, LLC	Delaware
The GC Net Lease (Redmond) Investors, LLC	Delaware
The GC Net Lease (Cranberry) Investors, LLC	Delaware
The GC Net Lease (Whippany) Investors, LLC	Delaware
The GC Net Lease (Greenwood Village) Investors, LLC	Delaware
The GC Net Lease (Libertyville) Investors, LLC	Delaware
The GC Net Lease (Rancho Cordova) Investors, LLC	Delaware
The GC Net Lease (Allen Park) Investors, LLC	Delaware
Griffin (Etna) Essential Asset REIT II, LLC	Delaware
Griffin (Birmingham) Essential REIT II, LLC	Delaware
Griffin (Las Vegas Buffalo) Essential Asset REIT II, LLC	Delaware
Griffin (DeKalb) Essential Asset REIT II, LLC	Delaware
Griffin (Durham) Essential Asset REIT II, L.P.	Delaware
Griffin (Durham) Essential Asset REIT II GP, LLC	Delaware
The GC Net Lease (Beaver Creek) Investors, LLC	Delaware
The GC Net Lease (Beaver Creek) Member, LLC	Delaware
Emporia Partners, LLC	Delaware
The GC Net Lease (Jacksonville) Investors, LLC	Delaware
WR Griffin Patterson, LLC	Delaware
The GC Net Lease (Nashville) Investors, LLC	Delaware
The GC Net Lease (Houston Enclave) Member, LLC	Delaware
The GC Net Lease (Houston Enclave) Investors, LLC	Delaware
The GC Net Lease (Charlotte Research) GP, LLC	Delaware
The GC Net Lease (Charlotte) Investors, LLC	Delaware
The GC Net Lease (Charlotte-North Falls) GP, LLC	Delaware
The GC Net Lease (Charlotte) Member, LLC	Delaware
The GC Net Lease (Charlotte David Taylor) GP, LLC	Delaware
The GC Net Lease (Irvine Armstrong) Investors, LLC	Delaware

Exhibit 21.1

The GC Net Lease (Irving Carpenter) Investors, LLC	Delaware
The GC Net Lease (Phoenix Chandler) Investors, LLC	Delaware
The GC Net Lease (Phoenix Chandler) Member, LLC	Delaware
The GC Net Lease (Warren) Investors, LLC	Delaware
The GC Net Lease (Warren) Member, LLC	Delaware
The GC Net Lease (West Chester) Investors, LLC	Delaware
Griffin Capital (Highway 94) Manager, LLC	Delaware
Griffin Capital (Highway 94) Investors, DST	Delaware
Griffin (Concord) Member Essential Asset REIT II, LLC	Delaware
Griffin (Concord) Essential Asset REIT II, LLC	Delaware
Griffin (Houston Westgate II) Member Essential Asset REIT II, LLC	Delaware
Griffin (Houston Westgate II) Essential Asset REIT II, LLC	Delaware
Griffin (Mechanicsburg) Member Essential Asset REIT II, LLC	Delaware
Griffin (Mechanicsburg) Essential Asset REIT II, LLC	Delaware
Griffin (Las Vegas Grier) Essential Asset REIT II, LLC	Delaware
Griffin (Las Vegas Grier) Member Essential Asset REIT II, LLC	Delaware
Griffin (Lincolnshire) Essential Asset REIT II, LLC	Delaware
Griffin (Columbus) Member Essential Asset REIT II, LLC	Delaware
Griffin (Columbus) Essential Asset REIT II, LLC	Delaware
The GC Net Lease (Triad I) GP, LLC	Delaware
The GC Net Lease (Triad I) Investors, L.P.	Delaware
The GC Net Lease (Triad I) PKST Realty, LLC	Delaware
Griffin Capital (Nashville) Investors, DST	Delaware
GRT VAO OP, LLC	Delaware
NVO Promote LLC	Delaware
Galaxy REIT LLC	Delaware
Galaxy Properties REIT LLC	Delaware
Galaxy Properties Mezz LLC	Delaware
WSPT Glx Southwest GP LLC	Delaware
ARCP CR Lebanon IN, WSPT Perimeter GA GP LLC	Delaware
ARCP FE Fort Dodge IA, Galaxy Properties GP LLC	Delaware
ARCP FE Johnstown CO, LLC WSPT Glx Southwest LP	Delaware
ARCP FE Las Vegas NV, LLC WSPT Perimeter GA LP	Delaware
ARCP FE St. Joseph MO, LLC Galaxy Properties I LP	Delaware
ARCP GP OFC San Jose (Orchard) CA, LLC	Delaware
ARCP ID Bellevue OH, LLC	Delaware
ARCP ID Columbus OH, LLC	Delaware
ARCP ID Feura Bush NY, Galaxy Properties Mezz II LLC	Delaware

ARCP ID Franklin IN, LLC	Delaware
ARCP ID Joplin MO, LLC	Delaware
ARCP ID Londonderry NH, LLC	Delaware
ARCP ID Petersburg VA, LLC	Delaware
ARCP ID Rock Hill (Marine) SC, LLC	Delaware
ARCP ID Union OH, LLC	Delaware
ARCP OFC Birmingham AL, LLC	Delaware
ARCP OFC Burlington MA, LLC	Delaware
The GC Net Lease (Greensboro) Investors, L.P.	Delaware
The GC Net Lease (Greensboro) GP, LLC	Delaware
ARCP OFC Huntsville AL, LLC	Delaware
ARCP OFC Johnston IA (Phase II), LLC	Delaware
ARCP OFC Phoenix (Central) AZ, LLC	Delaware
ARCP OFC San Antonio TX, LLC	Delaware
ARCP OFC San Jose (Orchard) CA, LP	Delaware
The GC Net Lease (Wake Forest) Investors, L.P.	Delaware
The GC Net Lease (Wake Forest) GP, LLC	Delaware
CCIT II Securities Investments, LLC	Delaware
CIM GP OFC San Diego CA, LLC	Delaware
CIM OFC Andover (Tech) MA, LLC	Delaware
CIM OFC ANDOVER MA, LLC	Delaware
The GC Net Lease (Charlotte David Taylor) Investors, L.P.	Delaware
The GC Net Lease (Charlotte David Taylor) GP, LLC	Delaware
CIM OFC Hunt Valley MD, LLC	Delaware
CIM OFC Memphis TN, LLC	Delaware
CIM OFC Platteville CO, LLC	Delaware
CIM OFC SAN DIEGO CA, LP	Delaware
CIM OFC Sparks MD, LLC	Delaware
Cole GP OFC San Jose (Ridder Park) CA, LLC	Delaware
Cole GP OFC Walnut Creek CA, LLC	Delaware
Cole ID Sioux Falls SD, LLC	Delaware
Cole OFC Lake Jackson TX, LLC	Delaware
Cole OFC San Jose (Ridder Park) CA, LP	Delaware
Cole OFC Walnut Creek CA, LP	Delaware
VEREIT ID Goshen IN, LLC	Delaware
VEREIT ID Greer SC, LLC	Delaware
VEREIT ID Ruskin FL, LLC	Delaware
VEREIT ID St. Louis MO, LLC	Delaware
VEREIT OFC Houston TX, LLC	Delaware
VEREIT OFC Lincoln Hill PA, LLC	Delaware
VEREIT OFC Phoenix AZ, LLC	Delaware
VEREIT OFC TYLER TX, LLC	Delaware
ARCP OFC Burlington MA (Phase 2), LLC	Delaware
GRT (Parsippany) Member, LLC	Delaware
GAI Herndon Property Owner, LLC	Delaware
GAI JV Manager, LLC	Delaware
GAI JV Member, LLC	Delaware

Exhibit 21.1

GAI JV, Galaxy Properties II GP LLC	Delaware
GAI Property Manager, LLC Galaxy Properties II LP	Delaware
Griffin Realty Management Company, LLC	Delaware
Franklin Center Borrower, LLC	Delaware
Franklin Center Member, LLC	Delaware
The Point at Clark Street Galaxy IL WI REIT LLC	Delaware
Griffin Capital JVI Partners, Galaxy IL WI Mezz LLC	Delaware
The GC Net Lease (Loveland) Investors, Galaxy IL WI GP LLC	Delaware
The GC Net Lease (Carlsbad) Investors, Galaxy IL WI LP	Delaware
Galaxy IL WI Mezz II LLC	Delaware
The GC Net Lease (Glendale) Investors, Galaxy IL WI II GP	Delaware
Galaxy IL WI II LP	Delaware
Galaxy OH REIT LLC	Delaware
The GC Net Lease (Nashville Century) Investors, Galaxy OH Mezz LLC	Delaware
The GC Net Lease (Sylmar) Investors, Galaxy OH GP LLC	Delaware
The GC Net Lease (Bloomingdale) Investors, Galaxy OH LP	Delaware
Galaxy OH Mezz II LLC	Delaware
The GC Net Lease (East Hanover) Investors, WSPT Glx Aviation OH GP LLC	Delaware
The GC Net Lease (Indianapolis) Investors, WSPT Glx Aviation OH LP	Delaware
Galaxy KC REIT LLC	Delaware
Griffin (Durham) Essential Asset REIT II, L.P.	Delaware
SOR REIT TRS, Galaxy KC Mezz LLC	Delaware
Will Partners Galaxy KC GP LLC	Delaware
Galaxy KC LP	Delaware
Galaxy OR REIT LLC	Delaware
Galaxy OR Mezz LLC	Delaware
Galaxy OR GP LLC	Delaware
Galaxy OR LP	Delaware
Galaxy WA REIT LLC	Delaware
Galaxy WA Mezz LLC	Delaware
Galaxy WA GP LLC	Delaware
Galaxy WA LP	Delaware
Galaxy MO REIT LLC	Delaware
Galaxy MO Mezz LLC	Delaware
Galaxy MO GP LLC	Delaware
Galaxy MO LP	Delaware
GRT (Parsippany) Member, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-239924) and related Prospectus of Peakstone Realty Trust (formerly Griffin Realty Trust, Inc.)

(2) Registration Statement (Form S-8 No. 333-231816) pertaining to the Peakstone Realty Trust Second Amended and Restated Employee and Director Trustee Long-Term Incentive Plan Plan;

(2) Registration Statement (Form S-3 No. 333-273803) and related Prospectus of Peakstone Realty Trust

of our report dated March 24, 2023 February 22, 2024, with respect to the consolidated financial statements and schedule of Peakstone Realty Trust and the effectiveness of internal control over financial reporting of Peakstone Realty Trust included in this Annual Report (Form 10-K) for the year ended December 31, 2022 December 31, 2023.

/s/ Ernst & Young LLP

Los Angeles, California

March 24, 2023 February 22, 2024

Exhibit 31.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Michael J. Escalante, certify that:

1. I have reviewed this Annual Report on Form 10-K of Peakstone Realty Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors trustees (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: **March 24, 2023** February 22, 2024

By: /s/ Michael J. Escalante
Michael J. Escalante
Chief Executive Officer and President
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Javier F. Bitar, certify that:

1. I have reviewed this Annual Report on Form 10-K of Peakstone Realty Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of **directors** **trustees** (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: **March 24, 2023** February 22, 2024

By: /s/ Javier F. Bitar
Javier F. Bitar
Chief Financial Officer and Treasurer
(Principal Financial Officer)

(i) the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Michael J. Escalante
Michael J. Escalante
Chief Executive Officer and President
(Principal Executive Officer)

(i) the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Javier F. Bitar
Javier F. Bitar
Chief Financial Officer and Treasurer
(Principal Financial Officer)

POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

The Board of Trustees (the “**Board**”) of Peakstone Realty Trust (the “**Company**”) has adopted this Policy for Recovery of Erroneously Awarded Compensation (the “**Policy**”), effective as of October 2, 2023 (the “**Effective Date**”). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.

1. Persons Subject to Policy

This Policy shall apply to current and former Executive Officers of the Company. Each Executive Officer shall be required to sign an Acknowledgment Agreement pursuant to which such Executive Officer will agree to be bound by the terms of, and comply with, this Policy; however, any Executive Officer's failure to sign any such Acknowledgment Agreement shall not negate the application of this Policy to the Executive Officer.

2. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is “received” shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is “received” when the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

3. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Executive Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person’s right to voluntarily terminate employment for “good reason,” or due to a “constructive termination” (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

4. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company

1

[US-DOCS\142044745.5]

or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Sarbanes-Oxley Act Section 304 or Other Recovery Arrangements, the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

5. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the “Committee” shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, stockholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

6. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith.

7. No Indemnification; No Liability

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to

purchase to fund such person's potential obligations under this Policy. None of the Company, an affiliate of the Company or any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.

8. Application; Enforceability

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the "**Other Recovery Arrangements**"). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

9. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

10. Amendment and Termination

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.

11. Definitions

"**Applicable Rules**" means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company's securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company's securities are listed.

"**Committee**" means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

"**Erroneously Awarded Compensation**" means the amount of Incentive-Based Compensation received by a current or former Executive Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Executive Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Executive Officer**" means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

"**Financial Reporting Measure**" means any measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock price and total stockholder return.

"**GAAP**" means United States generally accepted accounting principles.

"IFRS" means international financial reporting standards as adopted by the International Accounting Standards Board.

"Impracticable" means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company has (i) made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company's home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

"Incentive-Based Compensation" means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Executive Officer; (b) who served as an Executive Officer at any time during the performance period for that compensation; (c) while the issuer has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

"Restatement" means an accounting restatement to correct the Company's material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"Three-Year Period" means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The "Three-Year Period" also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.

ACKNOWLEDGMENT AND CONSENT TO POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

The undersigned has received a copy of the Policy for Recovery of Erroneously Awarded Compensation (the “Policy”) adopted by Peakstone Realty Trust.

For good and valuable consideration, the receipt of which is acknowledged, the undersigned agrees to the terms of the Policy including, without limitation, the terms of Sections 3 and 7 of the Policy.

Date

Signature

Name

Title

DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA REPORT™ IS A COMPARISON OF TWO FINANCIALS PERIODIC REPORTS. THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORT INCLUDING THE TEXT AND THE COMPARISON DATA AND TABLES. IN NO WAY DOES REFINITIV OR THE APPLICABLE COMPANY ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN THIS REPORT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S ACTUAL SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

©2024, Refinitiv. All rights reserved. Patents Pending.