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DELTA REPORT

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FSP - FRANKLIN STREET PROPERTIE
10-K - DECEMBER 31, 2023 COMPARED TO 10-K - DECEMBER 31, 2022

The following comparison report has been automatically generated

TOTAL DELTAS	24470
CHANGES	306
DELETIONS	1182
ADDITIONS	22982

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 2023

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

For the transition period from to

Commission File No. 001-32470

FRANKLIN STREET PROPERTIES CORP.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

04-3578653
(I.R.S. Employer
Identification No.)

401 Edgewater Place, Suite 200, Wakefield, Massachusetts
(Address of principal executive offices)

01880
(Zip Code)

Registrant's telephone number, including area code: (781) 557-1300

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

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered:
Common Stock, \$.0001 par value per share	FSP	NYSE American

Securities registered pursuant to Section 12(g) of the Act: None

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. ☒

If securities are registered pursuant to Section 12(b) of the 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). ☐

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates based on the closing sale price as reported on NYSE American, as of the last business day of the registrant's most recently completed second fiscal quarter, **June 30, 2022** **June 30, 2023**, was approximately **\$407,930,587** **\$140,333,921**.

There were **103,235,914** **103,430,353** shares of common stock of the registrant outstanding as of **February 10, 2023** **February 23, 2024**.

Documents incorporated by reference: The registrant intends to file a definitive proxy statement pursuant to Regulation 14A, promulgated under the Securities Exchange Act of 1934, as amended, to be used in connection with the registrant's Annual Meeting of Stockholders to be held on May **11, 2023** **16, 2024** (the "Proxy Statement"). The information required in response to Items 10 — 14 of Part III of this Form 10-K, other than that contained in Part I under the caption, "Information about our Executive Officers," is hereby incorporated by reference to the Proxy Statement.

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PART I

Item 1. Business

History

Our company, Franklin Street Properties Corp., which we refer to as FSP Corp., the Company, we or our, is a Maryland corporation that operates in a manner intended to qualify as a real estate investment trust, or REIT, for federal income tax purposes. Our common stock is traded on the NYSE American under the symbol "FSP". FSP Corp. is the successor to Franklin Street Partners Limited Partnership, or the FSP Partnership, which was originally formed as a Massachusetts general partnership in January 1997 as the successor to a Massachusetts general partnership that was formed in 1981. On January 1, 2002, the FSP Partnership converted into FSP Corp., which we refer to as the conversion. As a result of this conversion, the FSP Partnership ceased to exist and we succeeded to the business of the FSP Partnership. In the conversion, each unit of both general and limited partnership interests in the FSP Partnership was converted into one share of our common stock. As a result of the conversion, we hold, directly and indirectly, 100% of the interest in three former subsidiaries of the FSP Partnership: FSP Investments LLC, FSP Property Management LLC, and FSP Holdings LLC. We operate some of our business through these subsidiaries.

Our Business

We are a REIT focused on commercial real estate investments primarily in office markets and currently operate in only one segment: real estate operations. The principal revenue sources for our real estate operations include rental income from real estate leasing, interest income from secured loans made on office properties, property dispositions and fee income from asset/property management and development.

We invest in infill and central business district office properties in the United States sunbelt and mountain west regions as well as select opportunistic markets. We believe that the United States sunbelt and mountain west regions have macro-economic drivers that have the potential to increase occupancies and rents. We seek value-oriented investments with an eye towards long-term growth and appreciation, as well as current income.

Previously we also operated in an investment banking segment, which was discontinued in December 2011. Our investment banking segment generated brokerage commissions, loan origination fees, development services and other fees related to the organization of single-purpose entities REITs that own real estate and the private placement of equity in those entities. We refer to these entities, which are organized as corporations and operated in a manner intended to qualify as REITs, as Sponsored REITs.

From time-to-time we may acquire real estate or invest in real estate by making secured loans on real estate. We may also pursue on a selective basis the sale of our properties to take advantage of the value creation and demand for our properties, or for geographic or property specific reasons.

Real Estate

As of December 31, 2022 December 31, 2023, we owned and operated a portfolio of real estate consisting of 21 office 17 properties, which we refer to as our owned properties, and managed one a non-controlling common stock interest in the corporation that is the sole member of FSP Monument Circle LLC, which was organized to operate as a real estate investment trust and which we refer to as the Sponsored REIT, REIT or Monument Circle. The Sponsored REIT was consolidated in our financial statements effective January 1, 2023. We refer to these 18 properties as our owned and consolidated properties. We derive rental revenue from income paid to us by tenants of these properties. See Item 2 of this Annual Report on Form 10-K for more information about our properties, properties. From time-to-time we dispose of properties generating gains or losses in an ongoing effort to improve and upgrade our portfolio.

We provide asset management, property management, property accounting, investor and/or development services to our portfolio and certain of our Sponsored REITs REIT through our subsidiaries FSP Investments LLC and FSP Property Management LLC. FSP Corp. recognizes revenue from its receipt of fee income from Sponsored REITs that have not been consolidated or acquired by us. Neither FSP Investments LLC nor FSP Property Management LLC receives any rental income.

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As of December 31, 2022, we had one remaining secured loan to a Sponsored REIT in the form of a mortgage loan, which we refer to as the Sponsored REIT Loan. The Sponsored REIT Loan is secured by a mortgage on the underlying property and has a current term of less than one year. We anticipate that the Sponsored REIT Loan will be repaid through cash flow from property operations or sale of the underlying property, although the actual amount and timing of any repayment is uncertain and will likely depend on prevailing market conditions at the time of any such sale.

Sustainability

As an owner of commercial real estate, a sector with significant environmental, social and governance, or ESG, impact, we strive to maximize shareholder value through the prudent application of sound ESG strategies. Our efforts have been awarded recognition from various third party review entities, such as GRESB, ENERGY STAR and LEED.

Long-Term Impact of COVID-19 Pandemic

The Considerable uncertainty still surrounds the long-term impact of the COVID-19 pandemic has caused severe disruptions in and its potential effects on the U.S. population, including the spread of more contagious variants of the virus, and global economies on the commercial real estate market and has had our business. Many of our tenants still do not fully occupy the space that they lease. The long-term impact of the COVID-19 pandemic continues to present material uncertainty and is expected risk with respect to continue the performance of our

properties and our financial results and we are unable to have an adverse estimate the full extent of this impact on our future financial condition and results of operations. This impact could be materially adverse to the extent that the current COVID-19 pandemic, or future pandemics, cause tenants to be unable to pay their rent or reduce the demand for commercial real estate, at this time. See "Item 1A. Risk Factors" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional information.

Investment Objectives

Our investment objectives are to create shareholder value by increasing revenue from rental, dividend, interest and fee income and net gains from sales of properties and increase the cash available for distribution in the form of dividends to our stockholders. We expect that we will continue to derive real estate revenue from owned properties and the Sponsored REIT Loan and fees from asset management, property management and investor services. We may also acquire additional real properties.

Although our property portfolio is focused on properties in the central business districts of Dallas, Denver, Houston and Minneapolis, we may acquire, and have acquired, real properties in any geographic area of the United States and of any property type. We own 21 Our 18 owned and consolidated office properties that are located in eight six different states as of December 31, 2022 December 31, 2023. See Item 2 of this Annual Report on Form 10-K for more information about our properties.

We continue to believe that the current price of our common stock does not accurately reflect the value of our underlying real estate assets and we will seek to increase shareholder value by (1) pursuing the sale of select properties where we believe that short to intermediate term valuation potential has been reached and (2) striving to lease vacant space.

As a result, from time to time, as market conditions warrant, we expect to sell properties owned by us us. On March 10, 2023, we sold an office property located in 2023. Elk Grove, Illinois for a gross sales price of \$29.1 million, at a gain of approximately \$8.4 million. On August 9, 2023, we sold a property in Charlotte, North Carolina for a gross sales price of \$9.2 million at a loss of \$0.8 million. On October 26, 2023, we sold an office property located in Plano, Texas for a gross sales price of \$48 million at a gain of \$10.6 million. On December 6, 2023, we sold an office property located in Miami, Florida for a gross sales price of \$68.0 million at a loss of approximately \$18.9 million. In 2022, we sold two office properties located in Broomfield, Colorado for aggregate gross sales proceeds of \$102.5 million at a gain of \$24.1 million and one office property located in Evanston, Illinois for gross sale proceeds of \$27.8 million at a gain of \$3.9 million. In 2021, we sold 10 office properties located in four different states for aggregate gross sale proceeds of \$602.7 million, at a net gain of \$113.1 million. In 2020, we sold an office property located in Durham, North Carolina for gross proceeds of approximately \$89.7 million, at a net gain of approximately \$41.9 million.

As we continue to execute on our strategy of select property dispositions and striving to lease vacant space, our revenue, Funds From Operations, and capital expenditures may decrease in the short term, decrease. Proceeds from dispositions are intended to be used primarily for the repayment of debt.

In Generally, in selecting real properties for acquisition by FSP Corp. and managing them after acquisition, we rely on the following principles:

- we seek to buy or develop investment properties at a price which produces value for investors and avoid overpaying for real estate merely to outbid competitors;

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- we seek to buy or develop properties in excellent locations with substantial infrastructure in place around them and avoid investing in locations where the future construction of such infrastructure is speculative;

- we seek to buy or develop properties that are well-constructed and designed to appeal to a broad base of users and avoid properties where quality has been sacrificed for cost savings in construction or which appeal only to a narrow group of users;
- we aggressively manage, maintain and upgrade our properties and refuse to neglect or undercapitalize management, maintenance and capital improvement programs; and
- we believe that we have the ability to hold properties through down cycles because we generally do not have mortgage debt on the Company, which could place the properties at risk of foreclosure. As of February 10, 2023 February 23, 2024, none of our owned properties were subject to mortgage debt.

Competition

With respect to our real estate investments, we face competition in each of the markets where our properties are located. In order to establish, maintain or increase the rental revenues for a property, it must be competitive on location, cost and amenities with other buildings of similar use. Some of our competitors may have significantly more resources than we do and may be able to offer more attractive rental rates or services. On the other hand, some of our competitors may be smaller or have less fixed overhead costs, less cash or other resources that make them willing or able to accept lower rents in order to maintain a certain occupancy level. In markets where there is not currently significant existing property competition, our competitors may decide to enter the market and build new buildings to compete with our existing projects or those in a development stage. Our competition is not only with other developers, but also with property users who choose to own their building or a portion of the building in the form of an office condominium. Competitive conditions are affected by larger market forces beyond our control, such as general economic conditions, which may increase competition among landlords for quality tenants, and individual decisions by tenants that are beyond our control.

Governmental Regulations

Under various federal, state and local laws, ordinances and regulations, we, as an owner or operator of real property may become liable for the costs of removal or remediation of certain hazardous substances released on or in our property. Such laws may impose liability without regard to whether the owner or operator knew of, or caused, the release of such hazardous substances. The presence of hazardous substances on a property may adversely affect the owner's ability to sell such property or to borrow using such property as collateral, and it may cause the owner of the property to incur substantial remediation costs. In addition to claims for cleanup costs, the presence of hazardous substances on a property could result in the owner incurring substantial liabilities as a result of a claim by a private party for personal injury or a claim by an adjacent property owner for property damage.

All of our properties are required to comply with the Americans With Disabilities Act, or ADA, and the regulations, rules and orders that may be issued thereunder. The ADA has separate compliance requirements for "public accommodations" and "commercial facilities," but generally requires that buildings be made accessible to persons with disabilities. Compliance with ADA requirements might require, among other things, removal of access barriers. Noncompliance with such requirements could result in the imposition of fines by the U.S. government or an award of damages to private litigants.

In addition, we are required to operate our properties in compliance with fire and safety regulations, building codes and other land use regulations, as they may be adopted by governmental agencies and bodies and become applicable to our properties. Compliance with such requirements may require us to make substantial capital expenditures, which expenditures would reduce cash otherwise available for distribution to our stockholders.

The provisions of the tax code governing the taxation of REITs are very technical and complex, and although we expect that we will be organized and will operate in a manner that will enable us to meet such requirements, no assurance can be given that we will always succeed in doing so. If in any taxable year we do not qualify as a REIT, we would be taxed as a corporation and distributions to our stockholders would not be deductible by us in computing our taxable income. In addition, if we were to fail to qualify as a REIT, we could be disqualified from treatment as a REIT in

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the year in which such failure occurred and for the next four taxable years and, consequently, we would be taxed as a regular corporation during such years. Failure to qualify for even one taxable year could result in a significant reduction of our cash available for distribution to our stockholders or could require us to incur indebtedness or liquidate investments in order to generate sufficient funds to pay the resulting federal income tax liabilities.

See "Item 1A. Risk Factors" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional information.

Human Capital

We had 28 employees as of both **February 10, 2023** **February 23, 2024** and **December 31, 2022** **December 31, 2023**. Women represent 46.4% of our employees, of which 38.5% hold management level/leadership roles. We endeavor to maintain a workplace that is free from discrimination or harassment on the basis of color, race, sex, national origin, ethnicity, religion, age, disability, sexual orientation, gender identification or expression or any other status protected by applicable law. We regularly conduct training to prevent harassment and discrimination. The Company's basis for recruitment, hiring, development, training, compensation and advancement of employees is qualifications, performance, skills and experience. Many of our employees have a long tenure with the Company. Our employees are compensated without regard to gender, race and ethnicity, and our compensation program is designed to attract and retain talent.

Available Information

We make available, free of charge through our website <http://www.fspreit.com> our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended as soon as reasonably practicable after we electronically file such material with the Securities and Exchange Commission, or SEC.

We will voluntarily provide paper copies of our filings and code of ethics upon written request received at the address on the cover of this Annual Report on Form 10-K, free of charge.

Information about our Directors

The following table sets forth the names, ages and positions of all our directors as of **February 10, 2023** **February 23, 2024**.

Name	Age	Position
George J. Carter	74 75	Chief Executive Officer and Chairman of the Board
John N. Burke (1) (2) (3) (4)	61 62	Director
Brian N. Hansen (2) (3) (5)	51 52	Director
Kenneth Hoxsie (1) (3) (6)	72 73	Director
Dennis J. McGillicuddy (1)	81 82	Director
Georgia Murray (1) (2) (7)	72 73	Director
Kathryn P. O'Neil (1) (2) (3)	59 60	Director
Milton P. Wilkins, Jr. (1)	75 76	Director

- (1) Member of the Audit Committee
- (2) Member of the Compensation Committee
- (3) Member of the Nominating and Corporate Governance Committee
- (4) Chair of the Audit Committee
- (5) Chair of the Compensation Committee
- (6) Chair of the Nominating and Corporate Governance Committee
- (7) Lead Independent Director

George J. Carter, age **74** **75**, is Chief Executive Officer and has been Chairman of the Board of Directors of FSP Corp. since 2002. Mr. Carter also was the President of FSP Corp. from 2002 to May 2016. Mr. Carter is responsible for all aspects of the business of FSP Corp. and its affiliates, with special emphasis on the evaluation, **acquisition and**

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acquisition and structuring of real estate investments. Prior to the conversion, he was President of the general partner of the FSP Partnership and was responsible for all aspects of the business of the FSP Partnership and its affiliates. From 1992 through 1996 he was President of Boston Financial Securities, Inc. ("Boston Financial"). Prior to joining Boston Financial, Mr. Carter was owner and developer of Gloucester Dry Dock, a commercial shipyard in Gloucester, Massachusetts. From 1979 to 1988, Mr. Carter served as Managing Director in charge of marketing at First Winthrop Corporation, a national real estate and investment banking firm headquartered in Boston, Massachusetts. Prior to that, he held a number of positions in the brokerage industry including those with Merrill Lynch & Co. and Loeb Rhodes & Co. Mr. Carter is a graduate of the University of Miami (B.S.).

John N. Burke, age 61, 62, has been a Director of FSP Corp. since 2004 and Chair of the Audit Committee since June 2004. Mr. Burke is a certified public accountant with over 35 years of experience in the practice of public accounting working with both private and publicly traded companies with extensive experience serving clients in the real estate and REIT industry. His experience includes analysis and evaluation of financial reporting, accounting systems, internal controls and audit matters. Mr. Burke has been involved as an advisor on several public offerings, private equity and debt financings and merger and acquisition transactions. Mr. Burke's consulting experience includes a wide range of accounting, tax and business planning matters. Prior to starting his own firm, BA, Inc., in 2003, where he currently practices, Mr. Burke was an Audit Partner in the Boston office of BDO USA, LLP. Mr. Burke is a member of the American Institute of Certified Public Accountants and the Massachusetts Society of CPAs. Mr. Burke earned an M.S. in Taxation and studied undergraduate accounting at Bentley University.

Brian N. Hansen, age 51, 52, has been a Director of FSP Corp. since 2012 and became Chair of the Compensation Committee in since February 2021. Since 2007, Mr. Hansen has served as President and Chief Operating Officer of Confluence Investment Management LLC, a St. Louis based Registered Investment Advisor. Prior to founding Confluence in 2007, Mr. Hansen served as a Managing Director in A.G. Edwards' Financial Institutions & Real Estate Investment Banking practice. While at A.G. Edwards, Mr. Hansen advised a wide variety of Real Estate Investment Trusts on numerous capital markets transactions, including public and private offerings of debt and equity securities as well as the analysis of various merger & acquisition opportunities. Prior to joining A.G. Edwards, Mr. Hansen served as a Manager in Arthur Andersen LLP's Audit & Business Advisory practice. Mr. Hansen has served on the boards of a number of non-profit entities and currently serves on the Finance Council and as the Investment Committee Chair of the Archdiocese of St. Louis and as a member of the St. Louis County Retirement Board. Mr. Hansen earned his M.B.A. from the Kellogg School of Management at Northwestern University and his Bachelor of Science in Commerce from DePaul University. Mr. Hansen is a Certified Public Accountant.

Kenneth A. Hoxsie, age 72, 73, has been a Director of FSP Corp. since January 2016 and became Chair of the Nominating and Corporate Governance Committee in since February 2021. Mr. Hoxsie was a Partner at the international law firm of Wilmer Cutler Pickering Hale and Dorr LLP ("WilmerHale") until his retirement in December 2015. He joined Hale and Dorr (the predecessor of WilmerHale) in 1981, subsequently worked at Copley Real Estate Advisors, an institutional real estate investment advisory firm, and rejoined Hale and Dorr in 1994. Mr. Hoxsie has over 30 years' experience in real estate capital markets transactions, fund formation, public company counseling and mergers and acquisitions and has advised the Company since its formation in 1997. Mr. Hoxsie earned his J.D. (Cum Laude) from Harvard Law School, his M.A. from Harvard University and his B.A. (Summa Cum Laude) from Amherst College, where he was elected to Phi Beta Kappa.

Dennis J. McGillicuddy, age 81, 82, has been a Director of FSP Corp. since May 2002. Mr. McGillicuddy graduated from the University of Florida with a B.A. degree and from the University of Florida Law School with a J.D. degree. In 1968, Mr. McGillicuddy joined Barry Silverstein in founding Coaxial Communications, a cable television company. In 1998 and 1999, Coaxial sold its cable systems. Mr. McGillicuddy has served on the boards of various charitable organizations. He is currently President of the Board of Trustees of Florida Studio Theater, a professional non-profit theater organization, and is a Director of All-Star Children's Foundation, an organization engaged in creating a new paradigm for foster care.

Georgia Murray, age 72, 73, has been a Director of FSP Corp. since April 2005 and Lead Independent Director since February 2014. Ms. Murray is retired from Lend Lease Real Estate Investments, Inc., where she served as a Principal from November 1999 until May 2000. From 1973 through October 1999, Ms. Murray worked at The Boston

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Financial Group, Inc., serving as Senior Vice President and a Director at times during her tenure. Boston Financial was an affiliate of the Boston Financial Group, Inc. She is a past Trustee of the Urban Land Institute and a past President of the Multifamily Housing Institute. Ms. Murray previously served on the Board of Directors of Capital Crossing Bank. She also serves on the boards of numerous non-profit entities. Ms. Murray is a graduate of Newton College.

Kathryn P. O'Neil, age 59, 60, has been a Director of FSP Corp. since January 2016. Ms. O'Neil was a Director at Bain Capital in the Investor Relations area where she focused on Private Equity and had oversight of the Investment Advisory sector from 2011 until her retirement in 2014. From 1999 to 2007, Ms. O'Neil was a Partner at FLAG Capital Management LLC, a manager of fund-of-funds investment vehicles in private equity, venture capital, real estate and natural resources. Previously, Ms. O'Neil was an Investment Consultant at Cambridge Associates where she specialized in Alternative Assets. Ms. O'Neil currently serves on a variety of non-profit boards, including the Peabody Essex Museum where she is a Trustee and a member of the Finance and Investment Committees, Horizon's for Homeless Children where she is a Director and serves on the Executive and Finance Committees, McLean Hospital where she is a member of the Board of Trustees, and the Trustees of Reservations where she serves on the President's Council and was a member of the Investment Committee from 2006 to 2020. Ms. O'Neil is a Trustee Emeritus of Colby College and a former member of the Board of Overseers of the Boston Museum of Science. Ms. O'Neil holds a B.A. (Summa Cum Laude) and M.A. (Honorary) from Colby College where she was elected to Phi Beta Kappa. Ms. O'Neil received her M.B.A. from The Harvard Graduate School of Business Administration.

Milton P. Wilkins, Jr., age 75, 76, has been a Director of FSP Corp. since February 2022. Mr. Wilkins has served as an investment advisor with RBF Wealth Advisors in St. Louis, Missouri, since 1997. Concurrently, from 2003 to 2015, Mr. Wilkins served with Hammond Associates/Mercer Investment Consulting as an institutional investment consultant. From 1976 to 1986 and from 1989 to 1997, Mr. Wilkins served in various positions at Monsanto Corporation, including as Vice President of Corporate Development in the corporate mergers and acquisition group. Mr. Wilkins currently serves as Chairman of the St. Louis County Employees Retirement Board (pension plan), a member of the Investment Committee of the Archdiocese of St. Louis, and as a member of the Board of Directors of the Nine PBS public television station in St. Louis. Mr. Wilkins holds a M.B.A. degree from the Harvard Graduate School of Business Administration and a Bachelor of Arts degree from Morehouse College.

Information about our Executive Officers

The following table sets forth the names, ages and positions of all our executive officers as of February 10, 2023 February 23, 2024.

Name	Age	Position
George J. Carter (1)	74 75	Chief Executive Officer and Chairman of the Board
Jeffrey B. Carter	51 52	President and Chief Investment Officer
Scott H. Carter	51 52	Executive Vice President, General Counsel and Secretary
John G. Demeritt	62 63	Executive Vice President, Chief Financial Officer and Treasurer
John F. Donahue	56 57	Executive Vice President
Eriel Anchondo	45 46	Executive Vice President and Chief Operating Officer

(1) Information about George J. Carter is set forth above. See "Directors of FSP Corp."

Jeffrey B. Carter, age 51, 52, is President and Chief Investment Officer of FSP Corp. Mr. Carter served as Executive Vice President and Chief Investment Officer from February 2012 until May 2016, when he was appointed as President in addition to his position as Chief Investment Officer. Previously, Mr. Carter served as Senior Vice President and Director of Acquisitions of FSP Corp. from 2005 to 2012 and as Vice President - Acquisitions from 2003 to 2005. Mr. Carter oversees the day-to-day execution of the Company's strategic objectives and business plan. In addition, Mr. Carter is primarily responsible for developing and implementing the Company's investment strategy, including coordination of acquisitions and dispositions. Prior to joining FSP Corp., Mr. Carter worked in Trust Administration for Northern Trust Bank in Miami, Florida. Mr. Carter is a graduate of Arizona State University (B.A.), The George Washington University (M.A.) and Cornell University (M.B.A.). Mr. Carter's father, George J. Carter, serves as Chief Executive Officer and Chairman of the Board of Directors of FSP Corp. and Mr. Carter's brother, Scott H. Carter, serves as Executive Vice President, General Counsel and Secretary of FSP Corp.

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Scott H. Carter, age 51, 52, is Executive Vice President, General Counsel and Secretary of FSP Corp. Mr. Carter has served as General Counsel since February 2008. Mr. Carter joined FSP Corp. in October 2005 as Senior Vice President and In-house Counsel. Mr. Carter is primarily responsible for the management of all of the legal affairs of FSP Corp. and its affiliates. Prior to joining FSP Corp. in October 2005, Mr. Carter was associated with the law firm of Nixon Peabody LLP, which he originally joined in 1999. At Nixon Peabody LLP, Mr. Carter concentrated his practice on the areas of real estate syndication, acquisitions and finance. Mr. Carter received a Bachelor of Business Administration (B.B.A.) degree in Finance and Marketing and a Juris Doctor (J.D.) degree from the University of Miami. Mr. Carter is admitted to practice law in the Commonwealth of Massachusetts. Mr. Carter's father, George J. Carter, serves as Chief Executive Officer and Chairman of the Board of Directors of FSP Corp. and Mr. Carter's brother, Jeffrey B. Carter, serves as President and Chief Investment Officer of FSP Corp.

John G. Demeritt, age 62, 63, is Executive Vice President, Chief Financial Officer and Treasurer of FSP Corp. and has been Chief Financial Officer since March 2005. Mr. Demeritt previously served as Senior Vice President, Finance and Principal Accounting Officer from September 2004 to March 2005. Prior to September 2004, Mr. Demeritt was a Manager with Caturano & Company, an independent accounting firm (which later merged with McGladrey) where he focused on Sarbanes Oxley compliance. Previously, from March 2002 to March 2004 he provided consulting services to public and private companies where he focused on SEC filings, evaluation of business processes and acquisition integration. During 2001 and 2002 he was Vice President of Financial Planning & Analysis at Cabot Industrial Trust, a publicly traded real estate investment trust, which was acquired by CalWest in December 2001. From October 1995 to December 2000 he was Controller and Officer of The Meditrust Companies, a publicly traded real estate investment trust (formerly known as The La Quinta Companies, which was then acquired by the Blackstone Group), where he was involved with a number of merger and financing transactions. Prior to that, from 1986 to 1995 he had financial and accounting responsibilities at three other public companies, and was previously associated with Laveneth & Horwath, an independent accounting firm from 1983 to 1986. Mr. Demeritt is a Certified Public Accountant and holds a Bachelor of Science degree from Babson College.

John F. Donahue, age 56, 57, is Executive Vice President of FSP Corp. and President of FSP Property Management LLC and has held those positions since May 2016. Mr. Donahue is primarily responsible for the oversight of the management of all of the real estate assets of FSP Corp. and its affiliates. Mr. Donahue joined FSP Corp. in August 2001 as Vice President of FSP Property Management LLC. From 2001 to May 2016, Mr. Donahue was responsible for the management of real estate assets of FSP Corp. and its affiliates. From 1992 to 2001, Mr. Donahue worked in the pension fund advisory business for GE Capital and AEW Capital Management with oversight of office, research and development, industrial and land investments. From 1989 to 1992, Mr. Donahue worked for Krupp Realty in various accounting and finance roles. Mr. Donahue holds a Bachelor of Science in Business Administration degree from Bryant College.

Eriel Anchondo, age 45, 46, is Executive Vice President and Chief Operating Officer of FSP Corp. and has held those positions since May 2016. Mr. Anchondo joined FSP Corp. in 2015 as Senior Vice President of Operations. Mr. Anchondo is responsible for ensuring that the Company has the proper operational controls, administrative and reporting procedures, and people systems and infrastructure in place to effectively grow the organization and maintain financial strength and operating efficiency. Prior to joining FSP Corp., from July 2014 to December 2014, Mr. Anchondo provided consulting services to the retail banking division of ISBAN, which is part of the Technology and Operations division of the Santander Group of financial institutions. From May 2007 to July 2013, Mr. Anchondo was employed by Mercer, a global consulting leader in talent, health, retirement, and investments, as an Employee Education Manager across all lines of Mercer's business. From May 2005 to May 2007, Mr. Anchondo was a Communications Consultant at New York Life Investment Management. From December 2002 to May 2005, Mr. Anchondo worked in the Preferred Client Services Group at Putnam Investments. Mr. Anchondo is a graduate of Boston University (B.A.) and Cornell University (M.B.A.).

Each of the above executive officers has been a full-time employee of FSP Corp. for the past five fiscal years.

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Item 1A. Risk Factors

The following material factors, among others, could cause actual results to differ materially from those indicated by forward-looking statements made in this Annual Report on Form 10-K and presented elsewhere by management from time-to-time.

Risks Related to the COVID-19 Pandemic

The COVID-19 pandemic has caused severe disruptions in the U.S. and global economies and has had and is expected to continue to have an adverse impact on our financial condition and results of operations. This impact could be materially adverse to the extent that the current COVID-19 pandemic, or future pandemics, cause tenants to be unable to pay their rent or reduce the demand for commercial real estate, or cause other impacts described below.

The COVID-19 pandemic has adversely impacted global economic activity and has contributed to significant volatility and negative pressure in financial markets.

Any ongoing negative economic impacts arising from the pandemic or any prolongation or worsening of the pandemic, including as a result of additional waves or variants of the COVID-19 disease, or the emergence of another future pandemic, could adversely affect us and/or our tenants due to, among other factors:

- the unavailability of personnel, including our executive officers and other leaders that are part of our management team, and the inability to recruit, attract and retain skilled personnel;

- difficulty accessing debt and equity capital on attractive terms, or at all-a severe disruption and instability in the global financial markets or deteriorations in credit and financing conditions may affect our and our tenants' ability to access capital necessary to fund business operations or replace or renew maturing liabilities on a timely basis on attractive terms, and may adversely affect the valuation of financial assets and liabilities, any of which could affect our ability to meet liquidity and capital expenditure requirements or have a material adverse effect on our business, financial condition, results of operations and cash flows;
- delays in the supply of products or services from the vendors that are needed to operate effectively, including without limitation, the ability to complete construction on time and on budget;
- a reduction in demand for oil as a result of decreased economic activity which, if sustained, could have an adverse impact on occupancy and rental rates in the markets where we own properties, including energy-influenced markets such as Dallas, Denver and Houston, where we have a significant concentration of properties; and
- tenants' inability to pay rent on their leases or our inability to re-lease space that is or becomes vacant, which inability, if extreme, could cause us to: (i) no longer be able to maintain the payment of dividends in order to preserve liquidity and (ii) be unable to meet our debt obligations to lenders, and/or be unable to meet debt covenants, either of which could trigger a default or defaults and cause us to have to sell properties or refinance debt on unattractive terms.

The COVID-19 pandemic has adversely impacted our properties and operating results and will continue to do so to the extent it reduces occupancy, increases the cost of operation, results in decreased rental receipts or results in increased borrowings.

Some of our existing tenants and potential tenants operate in businesses and industries that continue to be adversely affected by the disruption to business caused by this pandemic. Some of our existing tenants and potential tenants have elected to, or been required to, and may in the future elect to, or be required to, reduce or suspend operations for extended periods of time, including as a result of work-from-home policies. Some of our tenants have requested rent

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concessions and more tenants may request rent concessions or may not pay rent in the future. These situations could lead to increased rent delinquencies and/or defaults under leases, a lower demand for rentable space leading to increased concessions or lower occupancy, increased tenant improvement capital expenditures, or reduced rental rates to maintain occupancies. For example, on December 21, 2020, the parent company of a tenant that leases approximately 130,000 square feet filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, resulting in a writeoff charge of \$3.1 million. Our operations could be materially negatively affected if the economic downturn is prolonged, which could adversely affect our operating results, our ability to pay dividends, our ability to repay or refinance our existing indebtedness, and the price of our common stock.

The full extent of the impact and effects of the COVID-19 pandemic on our future financial performance, as a whole, and, specifically, on our real estate property holdings, are uncertain at this time. The impact will depend on future developments that are generally beyond our knowledge or control, including the severity and containment of certain COVID-19 variants and the continued duration and severity of the pandemic COVID-19 and the current financial, economic and capital markets environment, and future developments in these and other areas, present uncertainty and risk with respect to our performance, financial condition, results of operations, cash flows, and the price of our common stock.

Risks Related to our Indebtedness

If our one remaining Sponsored REIT defaults on its Sponsored REIT Loan, we may be required to request additional draws, keep balances outstanding on our existing debt, exercise any maturity date extension rights, seek new debt or use our cash balance to repay our existing debt, which may reduce cash available for distribution to our stockholders or for other corporate purposes.

We have one remaining secured loan to a Sponsored REIT in the form of a mortgage loan, which we refer to as the Sponsored REIT Loan. We anticipate that the Sponsored REIT Loan will be repaid through cash flow from property operations or sale of the underlying property, although the actual amount and timing of any repayment is uncertain and will likely depend on prevailing market conditions at the time of any such sale. If the Sponsored REIT defaults on the Sponsored REIT Loan, the Sponsored REIT could be unable to fully repay the Sponsored REIT Loan and we may have to satisfy our obligations under our existing debt through other means, including without limitation, to the extent permitted, requesting additional draws, keeping balances outstanding, exercising any maturity date extension rights, seeking new debt, and/or using our cash balance. If that happens, we may have less cash available for distribution to our stockholders or for other corporate purposes.

Our operating results and financial condition could be adversely affected if we are unable to refinance the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes.

There can be no assurance that we will be able to refinance the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes (each as defined in Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations) upon their respective maturities, or that any such refinancings would be on terms as favorable as the terms of the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes, or the Series B Notes, or that we will be able to otherwise obtain funds by selling assets or raising equity to make required payments on the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes. If we are unable to refinance the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes at maturity or meet our payment obligations, the amount of our distributable cash flow and our financial condition would be adversely affected.

Failure to comply with covenants in the documents evidencing the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes could adversely affect our financial condition.

The documents evidencing the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes and the Series B Notes contain customary affirmative and negative covenants, including some or all of the following: limitations with respect to indebtedness, liens, investments, mergers and acquisitions, disposition of assets, use of net cash proceeds from the disposition of properties, assets and equity issuances, mandatory prepayments, the requirement to have certain subsidiaries provide guarantees, the requirement to pledge our equity interests in certain subsidiaries as collateral, changes in business, certain restricted payments, use of proceeds, the amount of cash and cash equivalents that we can have on our balance sheet after giving effect to an advance, repurchases and redemptions of our common stock, going concern qualifications to our financial

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statements, and the requirement to have subsidiaries provide a guaranty in the event that they incur recourse indebtedness and transactions with affiliates. In addition, subject to certain tax-related exceptions, the documents evidencing the BofA Revolver and Term Loan, the BMO Term Loan, the Series A Notes and the Series B Notes restrict our ability to make quarterly dividend distributions that exceed \$0.01 per share of our common stock; provided, however, that notwithstanding such restriction, we are permitted to make dividend distributions based on our good faith estimate of projected or estimated taxable income or otherwise as necessary to retain our status as a real estate investment trust, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which we would otherwise be subject. The documents evidencing the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes and the Series B Notes contain some or all of the following financial covenants: minimum tangible net worth; maximum leverage ratio; maximum secured

leverage ratio; maximum secured recourse leverage ratio; minimum fixed charge coverage ratio; maximum unencumbered leverage ratio; and minimum unsecured interest coverage.

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Our continued ability to borrow under the BofA Revolver and our continued general compliance with the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes and the Series B Notes is subject to ongoing compliance with our financial and other covenants. Failure to comply with such covenants could cause a default under the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes, and we may then be required to repay them with capital from other sources. Under those circumstances, other sources of capital may not be available to us, or be available only on unattractive terms.

We may continue to borrow under the BofA Revolver for permitted investments and for working capital and other general business purposes, including for building improvements, tenant improvements and leasing commissions, all to the extent permitted under the applicable documents. If we breach covenants in the documents evidencing the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes, the lenders can declare a default. A default under documents evidencing the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes, or the Series B Notes could result in difficulty financing growth in our business and could also result in a reduction in the cash available for distribution to our stockholders or for other corporate purposes. A default under documents evidencing the BofA Revolver, Term Loan, the BMO Term Loan, the Series A Notes or the Series B Notes could materially and adversely affect our financial condition and results of operations.

An increase in interest rates would increase our interest costs on variable rate debt and could adversely impact our ability to refinance existing debt or sell assets.

As of December 31, 2022, December 31, 2023 and February 10, 2023, February 21, 2024, we had \$48 million, \$90 million and \$105 million, \$67 million, respectively, of borrowings outstanding under the BofA Revolver, including a borrowing of \$40 million used to repay a portion of Term Loan. Interest on the BMO BofA Term Loan on February 10, 2023. Borrowings under the BofA Revolver, which may not exceed \$150 million (subject to future reductions to \$125 million on October 1, 2023 and to \$100 million on April 1, 2024) outstanding at any time, bear interest at variable rates based on a spread over SOFR from which we may incur additional indebtedness in the future, and includes a 5.00% floor on SOFR.

As of December 31, 2022, December 31, 2023 and February 10, 2023, February 21, 2024, we had \$165 million, \$115 million and \$125 million, \$86 million, respectively, outstanding under the BMO Term Loan. The BMO Term Loan consists of a \$165 million tranche B term loan, \$40 million of which was repaid on February 10, 2023. On or before April 1, 2024, we are required to repay an additional \$25 million of the BMO Term Loan. Effective February 10, 2023, interest on the BMO Term Loan became bears interest at variable rates based on a spread over SOFR. Previously, interest on the BMO Term Loan was variable based on a spread over LIBOR. On August 26, 2013, we fixed the base LIBOR rate on the BMO Term Loan at 2.32% per annum until August 26, 2020 by entering into an interest rate swap agreement. On February 20, 2019, we fixed the base LIBOR rate on the BMO Term Loan at 2.39% per annum for the period beginning August 26, 2020 and ending on January 31, 2024, by entering into interest rate swap agreements. On February 8, 2023, we terminated all remaining interest rate swaps applicable to the BMO Term Loan and, on February 10, 2023, we received an aggregate of approximately \$4.3 million as a result of such terminations. SOFR.

During 2022 and as of February 10, 2023, 2023, the Federal Reserve raised the federal funds rate target several times, most recently increasing it by 25 basis points on February 1, 2023, July 26, 2023, to a range of 4.50% to 5.25% to 4.75% and indicated that ongoing increases in the target range will be appropriate. We expect that there will be additional increases in the Federal Reserve benchmark rate. 5.50%. If interest

rates continue to increase, then the interest costs on our unhedged variable rate debt will also increase, which could adversely affect our cash flow, our ability to pay principal and interest on our debt and our ability to make distributions to stockholders. In addition, rising interest rates could limit our ability to incur new debt or to refinance existing debt when it matures. From time to time, we may enter into interest rate swap agreements and other interest rate hedging contracts, including swaps, caps and floors. While these agreements are intended to lessen the impact of rising interest rates on us, they also expose us to the risks that the other parties to the agreements will not

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perform, we could incur significant costs associated with the settlement of the agreements, the agreements will be unenforceable and the underlying transactions will fail to qualify as highly-effective cash flow hedges. In addition, increases in interest rates could decrease the amount third parties are willing to pay for our assets, thereby limiting our ability to change our portfolio promptly in response to changes in economic or other conditions, to incur new debt or refinance existing debt when it matures.

Downgrades in our credit ratings could reduce our access to funding sources in the credit and capital markets.

We are currently assigned a corporate credit rating from Moody's Investors Service, Inc. ("Moody's") based on its evaluation of our creditworthiness. Although our corporate credit rating from Moody's is currently below investment grade, there can be no assurance that we will not be further downgraded. Credit rating reductions or other negative actions by one or more rating agencies could adversely affect our access to funding sources, the cost and other terms of obtaining funding as well as our overall financial condition, operating results and cash flow.

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Risks Related to our Operations and Properties

The long-term impact of the COVID-19 pandemic may continue to have an adverse impact on our financial condition and results of operations. This impact could be materially adverse to the extent that the long-term impact of the COVID-19 pandemic, or future pandemics, cause tenants to be unable to pay their rent or reduce the demand for commercial real estate, or cause other impacts described below.

The COVID-19 pandemic has adversely impacted our properties and operating results and continues to present material uncertainty and risk with respect to the performance of our properties and our financial results. Considerable uncertainty still surrounds the long-term impact of the COVID-19 pandemic and its potential effects on the population, including the spread of more contagious variants of the virus, and on the commercial real estate market and our business. Many of our tenants still do not fully occupy the space that they lease. Any ongoing negative impacts from the COVID-19 pandemic could adversely affect us and/or our tenants due to, among other factors: the potential negative

impact to the businesses of our tenants, the impact of work-from-home and return-to-work policies, the potential negative impact to leasing efforts and occupancy at our properties, uncertainty regarding future rent collection levels or requests for rent concessions from our tenants, the occurrence of a default under any of our debt agreements, the potential for increased borrowing costs, negative impacts on our ability to refinance existing indebtedness or to secure new sources of capital on favorable terms, fluctuations in our level of dividends, increased costs of operations, making more difficult our ability to complete required capital expenditures in a timely manner and on budget, decreases in values of our real estate assets, changes in law and/or regulation, and uncertainty regarding government and regulatory policy.

Some of our existing tenants and potential tenants operate in businesses and industries that continue to be adversely affected by the continuing disruption to business as a result of the COVID-19 pandemic. Some of our existing tenants and potential tenants have elected to, or been required to, and may in the future elect to, or be required to, reduce or suspend operations for extended periods of time, including as a result of work-from-home policies. Some of our tenants have requested rent concessions and more tenants may request rent concessions or may not pay rent in the future. These situations could lead to increased rent delinquencies and/or defaults under leases, a lower demand for rentable space leading to increased concessions or lower occupancy, increased tenant improvement capital expenditures, or reduced rental rates to maintain occupancies. For example, on December 21, 2020, the parent company of a tenant that leases approximately 130,000 square feet filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, resulting in a writeoff charge of \$3.1 million. Our operations could be materially negatively affected if the economic downturn is prolonged, which could adversely affect our operating results, our ability to pay dividends, our ability to repay or refinance our existing indebtedness, and the price of our common stock.

Economic conditions in the United States could have a material adverse impact on our earnings and financial condition.

Although recent indicators suggest that economic outlook in activity has expanded at a modest pace, the United States is uncertain global economy continues to experience significant disruptions and facing recessionary concerns, including uncertainty as a result of various factors, including geopolitical events such as the wars between Russia and Ukraine and between Israel and Hamas, a U.S. designated Foreign Terrorist Organization, in the Gaza Strip and ongoing effects conflicts in various other parts of negative gross domestic product growth, the Middle East, increasing tensions with China, the long-term impact of the COVID-19 pandemic rising inflation, increasing interest rates, and continuing supply chain disruptions and the conflict between Russia and Ukraine, difficulties. Because economic conditions in the United States may directly affect the demand for office space, real estate values, occupancy levels and property our primary income current and future producing asset, broad economic market conditions in the United States, including uncertainty over interest rates, slower growth, stock market volatility or recession fears, could have a material adverse impact effect on our earnings and financial condition. Economic conditions may be affected by numerous other factors, including but not limited to, inflation increases in the and employment levels, of unemployment, energy prices, uncertainty about government fiscal, monetary, trade and tax policies, changes in currency exchange rates, uncertainty about government fiscal and tax policy, geopolitical events, the regulatory environment and the availability of credit. As of the date of this report, the continuing impact of the COVID-19 pandemic and increased interest rates continue to adversely affect the demand for office space. Future economic factors also may negatively affect the demand for office space, real estate values, occupancy levels and property income.

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If we are not able to collect sufficient rents from each of our owned real properties or collect interest on the Sponsored REIT Loan, we may suffer significant operating losses or a reduction in cash available for future dividends.

A substantial portion of our revenue is generated by the rental income of our real properties and the Sponsored REIT Loan. If our properties do not provide us with a steady rental income or we do not collect interest income from the Sponsored REIT Loan, our revenues will decrease, which may cause us to incur operating losses in the future and reduce the cash available for distribution to our stockholders.

We may not be able to dispose of properties on acceptable terms or within the time periods we anticipate pursuant to our disposition strategy.

We have adopted a strategy seeking to increase shareholder value by pursuing the sale of select properties where we believe that short to intermediate term valuation potential has been reached and striving to lease vacant space. As we execute this strategy, our revenue, Funds From Operations, and capital expenditures may decrease in the short term. Proceeds from dispositions are intended to be used primarily for the repayment of debt. We may not be able to dispose of properties at acceptable prices or otherwise on anticipated terms and conditions within the time periods contemplated by our disposition strategy, which would adversely affect our ability to use the proceeds as intended and impair our financial flexibility.

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We are dependent on key personnel.

We depend on the efforts of George J. Carter, our Chief Executive Officer and Chairman of the Board of Directors; Jeffrey B. Carter, our President and Chief Investment Officer; Scott H. Carter, our General Counsel, Secretary and an Executive Vice President; John G. Demeritt, our Chief Financial Officer, Treasurer and an Executive Vice President; John F. Donahue, our President of FSP Property Management LLC and an Executive Vice President; and Eriel Anchondo, our Chief Operating Officer and an Executive Vice President. If any of our executive officers were to resign, our operations could be adversely affected. We do not have employment agreements with any of our executive officers.

We face risks from tenant defaults or bankruptcies.

If any of our tenants defaults on its lease, we may experience delays in enforcing our rights as a landlord and may incur substantial costs in protecting our investment. In addition, at any time, a tenant of one of our properties may seek the protection of bankruptcy laws, which could result in the rejection and termination of such tenant's lease and thereby cause a reduction in cash available for distribution to our stockholders. For example, on December 21, 2020, the parent company of a tenant that leases approximately 130,000 square feet filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, resulting in a write-off charge of \$3.1 million.

New acquisitions may fail to perform as expected.

We may fund acquisitions of new properties, if any, with cash, by assuming existing indebtedness, by entering into new indebtedness, by issuing debt securities, by issuing shares of our stock or by other means. Our acquisition activities are subject to the following risks:

- acquired properties may fail to perform as expected;
- the actual costs of repositioning, redeveloping or maintaining acquired properties may be greater than our estimates; and
- we may be unable to quickly and efficiently integrate new acquisitions into our existing operations, and this could have an adverse effect on our results of operations and financial condition.

We face risks in owning, developing, redeveloping and operating real property.

An investment in us is subject to the risks incidental to the ownership, development, redevelopment and operation of real estate-related assets. These risks include the fact that real estate investments are generally illiquid,

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which may affect our ability to vary our portfolio in response to changes in economic and other conditions, as well as the risks normally associated with:

- changes in general and local economic conditions;
- the supply or demand for particular types of properties in particular markets;
- changes in market rental rates;
- the impact of environmental protection laws;
- changes in tax, real estate and zoning laws; and
- the impact of obligations and restrictions contained in title-related documents.

Certain significant costs, such as real estate taxes, utilities, insurance and maintenance costs, generally are not reduced even when a property's rental income is reduced. In addition, environmental and tax laws, interest rate levels, the availability of financing and other factors may affect real estate values and property income. Furthermore, the supply of commercial space fluctuates with market conditions.

We may encounter significant delays in reletting vacant space, resulting in losses of income.

When leases expire, we may incur expenses and may not be able to re-lease the space on the same terms. While we cannot predict when existing vacant space in properties will be leased, if existing tenants with expiring leases will renew their leases or what the terms and conditions of the lease renewals will be, we expect to renew or sign new leases

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at current market rates for locations in which the buildings are located, which in some cases may be below the expiring rates. Certain leases provide tenants the right to terminate early if they pay a fee. If we are unable to re-lease space promptly, if the terms are significantly less favorable than anticipated or if the costs are higher, we may have to reduce distributions to our stockholders. Typical lease terms range from five to ten years, so up to approximately 20% of our rental revenue from commercial properties could be expected to expire each year.

We face risks of tenant-type concentration.

As of December 31, 2022, 2023, approximately 17%, 14% 19% and 11% 13% of our tenants as a percentage of the total rentable square feet operated in the energy services industry and the information technology and computer services industry and the non-legal professional services industry, respectively. An economic downturn in these or any industry in which a high concentration of our tenants operate or in which a significant number of our tenants currently or may in the future operate, could negatively impact the financial condition of such tenants and cause them to fail to make timely rental payments or default on lease obligations, fail to renew their leases or renew their leases on

terms less favorable to us, become bankrupt or insolvent, or otherwise become unable to satisfy their obligations to us, which could adversely affect our financial condition and results of operations.

We face risks from geographic concentration.

The properties in our portfolio as of December 31, 2022, 2023, by aggregate square footage, are distributed geographically as follows: South — 44.8% 41.0%, West — 34.4% 37.0%, Midwest — 15.0% 16.8% and East — 5.8% 5.2%. However, within certain of those regions, we hold a larger concentration of our properties in Denver, Colorado — 34.4% 37.0%, Houston, Texas — 20.6%, Dallas, Texas — 19.7% 17.6%, Houston, Texas — 19.1% and Minneapolis, Minnesota — 12.1% 13.1%. We are likely to face risks to the extent that any of these areas in which we hold a larger concentration of our properties suffer deteriorating economic conditions. As the Dallas, Denver and Houston metropolitan areas have a significant presence in the energy sector, a prolonged period of low oil or natural gas prices, or other factors negatively impacting the energy industry, could have an adverse impact on our ability to maintain the occupancy of our properties in those areas or could cause us to lease space at rates below current in-place rents, or at rates below the rates we have leased space in those areas in the prior year. In addition, factors negatively impacting the energy industry could reduce the market values of our properties in those areas, which could reduce our net asset value and adversely affect our financial condition and results of operations, or cause a decline in the value of our common stock.

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We compete with national, regional and local real estate operators and developers, which could adversely affect our cash flow.

Competition exists in every market in which our properties are currently located and in every market in which properties we may acquire in the future will be located. We compete with, among others, national, regional and numerous local real estate operators and developers. Such competition may adversely affect the percentage of leased space and the rental revenues of our properties, which could adversely affect our cash flow from operations and our ability to make expected distributions to our stockholders. Some of our competitors may have more resources than we do or other competitive advantages. Competition may be accelerated by any increase in availability of funds for investment in real estate. For example, decreases in interest rates tend to increase the availability of funds and therefore can increase competition. To the extent that our properties continue to operate profitably, this will likely stimulate new development of competing properties. The extent to which we are affected by competition will depend in significant part on both local market conditions and national and global economic conditions.

We face possible risks associated with the physical effects of climate change.

The physical effects of climate change could have a material adverse effect on our properties, operations and business. For example, climate change could increase utility and other costs of operating our properties, including increased costs for energy, water, insurance, regulatory compliance and other supply chain materials, which if not offset by rising rental income and/or paid by tenants, could have a material adverse effect on our properties, operations and business. We are also subject to climate change induced severe storm hazards, which to the extent not covered by

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insurance, could result in significant capital expenditures. Over time, the physical effects of climate change could result in declining demand for office space in our buildings or our inability to operate the buildings at all.

Security breaches and other disruptions could compromise our information and expose us to liability, which could cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data concerning investors in the Sponsored REIT, tenants and vendors. Although we have taken steps to protect the security of our information technology systems and the data maintained in those systems, such systems and infrastructure may be vulnerable to attacks by hackers, computer viruses or ransomware, or breaches due to employee error, malfeasance, impersonation of authorized users or other disruptions. Any such breach or attack could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and continuously become more sophisticated, often are not recognized until launched against a target and may be difficult to detect for a long time, we may be unable to anticipate these techniques or to implement adequate preventive or detective measures. Any unauthorized access, disclosure or other loss of information could result in significant financial exposure, including significant costs to remediate possible injury to the affected parties. We may also be subject to sanctions and civil or criminal penalties if we are found to be in violation of the privacy or security rules under laws protecting confidential information. Any failure to maintain proper functionality and security of our information systems could interrupt our operations, damage our reputation, subject us to liability claims or regulatory penalties and could have a material adverse effect on our business, financial condition, cash flows and results of operations.

Actual or threatened terrorist attacks may adversely affect our ability to generate revenues and the value of our properties.

We have significant investments in markets that may be the targets of actual or threatened terrorism attacks in the future. As a result, some tenants in these markets may choose to relocate their businesses to other markets or to lower-profile office buildings within these markets that may be perceived to be less likely targets of future terrorist activity. This could result in an overall decrease in the demand for office space in these markets generally or in our properties in particular, which could increase vacancies in our properties or necessitate that we lease our properties on less favorable terms or both. In addition, future terrorist attacks in these markets could directly or indirectly damage our properties, both physically and financially, or cause losses that materially exceed our insurance coverage. As a result of

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the foregoing, our ability to generate revenues and the value of our properties could decline materially. See also *"We may lose capital investment or anticipated profits if an uninsured event occurs."*

We may lose capital investment or anticipated profits if an uninsured event occurs.

We carry, or our tenants carry, comprehensive liability, fire and extended coverage with respect to each of our properties, with policy specification and insured limits customarily carried for similar properties. There are, however, certain types of losses that may be either

uninsurable or not economically insurable. Should an uninsured material loss occur, we could lose both capital invested in the property and anticipated profits.

Risks Related to Legal and Regulatory Matters

We are subject to possible liability relating to environmental matters, and we cannot assure you that we have identified all possible liabilities.

Under various federal, state and local laws, ordinances and regulations, we, as an owner or operator of real property may become liable for the costs of removal or remediation of certain hazardous substances released on or in our property. Such laws may impose liability without regard to whether the owner or operator knew of, or caused, the release of such hazardous substances. The presence of hazardous substances on a property may adversely affect the owner's ability to sell such property or to borrow using such property as collateral, and it may cause the owner of the property to incur substantial remediation costs. In addition to claims for cleanup costs, the presence of hazardous

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substances on a property could result in the owner incurring substantial liabilities as a result of a claim by a private party for personal injury or a claim by an adjacent property owner for property damage.

In addition, we cannot assure you that:

- future laws, ordinances or regulations will not impose any material environmental liability;
- the current environmental conditions of our properties will not be affected by the condition of properties in the vicinity of such properties (such as the presence of leaking underground storage tanks) or by third parties unrelated to us;
- tenants will not violate their leases by introducing hazardous or toxic substances into our properties that could expose us to liability under federal or state environmental laws; or
- environmental conditions, such as the growth of bacteria and toxic mold in heating and ventilation systems or on walls, will not occur at our properties and pose a threat to human health.

We are subject to compliance with the Americans With Disabilities Act and fire and safety regulations, any of which could require us to make significant capital expenditures.

All of our properties are required to comply with the Americans With Disabilities Act, or ADA, and the regulations, rules and orders that may be issued thereunder. The ADA has separate compliance requirements for "public accommodations" and "commercial facilities," but generally requires that buildings be made accessible to persons with disabilities. Compliance with ADA requirements might require, among other things, removal of access barriers. Noncompliance with such requirements could result in the imposition of fines by the U.S. government or an award of damages to private litigants.

In addition, we are required to operate our properties in compliance with fire and safety regulations, building codes and other land use regulations, as they may be adopted by governmental agencies and bodies and become applicable to our properties. Compliance with such requirements may require us to make substantial capital expenditures, which expenditures would reduce cash otherwise available for distribution to our stockholders.

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We face risks associated with our tenants being designated “Prohibited Persons” by the Office of Foreign Assets Control.

Pursuant to Executive Order 13224 and other laws, the Office of Foreign Assets Control of the United States Department of the Treasury, or OFAC, maintains a list of persons designated as terrorists or who are otherwise blocked or banned, which we refer to as Prohibited Persons. OFAC regulations and other laws prohibit conducting business or engaging in transactions with Prohibited Persons, or collectively, the “OFAC Requirements”. Our current leases and certain other agreements require the other party to comply with the OFAC Requirements. If a tenant or other party with whom we contract is placed on the OFAC list, we may be required by the OFAC Requirements to terminate the lease or other agreement. Any such termination could result in a loss of revenue or a damage claim by the other party that the termination was wrongful.

Risks Related to our Common Stock

Our level of dividends may fluctuate.

Because our real estate occupancy levels, rental rates and property disposition levels can fluctuate, there is no predictable recurring level of revenue from such activities and changes in interest rates or in the mix of our fixed and variable rate debt can cause our interest costs to fluctuate. As a result of these fluctuations, the amount of cash available for distribution to our stockholders may fluctuate, which may result in our not being able to maintain or grow dividend levels, including special dividends, in the future. In 2022, we adopted a variable quarterly dividend policy, which replaced our previous regularly quarterly dividend policy. Under this new dividend policy, our Board of Directors will determine quarterly dividends based upon a variety of factors, including our estimates of our annual taxable income and the amount that we are required to distribute annually in the aggregate to enable us to continue to qualify as a REIT for federal income tax purposes. In addition, in 2023, amendments to our the BofA Revolver and our Term Loan, the BMO Term Loan, included

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the Series A Notes and the Series B Notes include restrictions on our ability to make quarterly dividend distributions that exceed \$0.01 per share of our common stock; provided, however, that notwithstanding such restrictions, we are permitted to make dividend distributions based on our good faith estimate of projected or estimated taxable income or otherwise as necessary to retain our status as a REIT, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which we would otherwise be subject.

The real properties held by us may significantly decrease in value.

As of **December 31, 2022** **December 31, 2023**, we owned **21** **17** properties. Some or all of these properties may decline in value. To the extent our real properties decline in value, our stockholders could lose some or all of the value of their investments. The value of our common stock may be adversely affected if the real properties held by us decline in value since these real properties represent the majority of the tangible assets held by us. Moreover, if we are forced to sell or lease the real property held by us below its initial purchase price or its carrying costs, respectively, or if we are forced to lease real property at below market rates because of the condition of the property or general economic or local market conditions, our results of operations would be adversely affected and such negative results of operations may result in lower dividends being paid to holders of our common stock.

Further issuances of equity securities may be dilutive to current stockholders.

The interests of our existing stockholders could be diluted if we issue additional equity securities to finance future acquisitions, repay indebtedness or to fund other general corporate purposes. Our ability to execute our business strategy depends on our access to an appropriate blend of debt financing, including unsecured lines of credit and other forms of secured and unsecured debt, and equity financing.

The price of our common stock may vary.

The market prices for our common stock may fluctuate with changes in market and economic conditions, including the market perception of real estate investment trusts, or REITs, in general, and changes in our financial condition and results of operations. Such fluctuations may depress the market price of our common stock independent of

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the financial performance of FSP Corp. The market conditions for REIT stocks generally could affect the market price of our common stock.

Risks Related to our Organization and Structure

Our employee retention plan may prevent changes in control.

During February 2006, our Board of Directors approved a change in control plan, which included a form of retention agreement and discretionary payment plan. Payments under the discretionary plan are capped at 1% of the market capitalization of FSP Corp. as reduced by the amount paid under the retention plan. The costs associated with these two components of the plan may have the effect of discouraging a third party from making an acquisition proposal for us and may thereby inhibit a change in control under circumstances that could otherwise give the holders of our common stock the opportunity to realize a greater premium over the then-prevailing market prices.

We would incur adverse tax consequences if we failed to qualify as a REIT.

The provisions of the tax code governing the taxation of REITs are very technical and complex, and although we expect that we will be organized and will operate in a manner that will enable us to meet such requirements, no assurance can be given that we will always succeed in doing so. In addition, as a result of our past acquisition of certain **Sponsored** **sponsored** REITs by merger, which we refer to as target REITs, we might no longer qualify as a REIT. We could lose our ability to so qualify for a variety of reasons relating to the nature of the assets acquired from the target REITs, the identity of the stockholders of the target REITs who become our stockholders or the failure of one or more of the target REITs to have previously qualified as a REIT. Moreover, if one or more of the target REITs that we acquired in May 2008, April 2006, April 2005 or June 2003 did not qualify as a REIT immediately prior to the consummation of its acquisition, we could be disqualified as a REIT as a result of such acquisition.

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If in any taxable year we do not qualify as a REIT, we would be taxed as a corporation and distributions to our stockholders would not be deductible by us in computing our taxable income. In addition, if we were to fail to qualify as a REIT, we could be disqualified from treatment as a REIT in the year in which such failure occurred and for the next four taxable years and, consequently, we would be taxed as a regular corporation during such years. Failure to qualify for even one taxable year could result in a significant reduction of our cash available for distribution to our stockholders or could require us to incur indebtedness or liquidate investments in order to generate sufficient funds to pay the resulting federal income tax liabilities.

Provisions in our organizational documents may prevent changes in control.

Our Articles of Incorporation and Bylaws contain provisions, described below, which may have the effect of discouraging a third party from making an acquisition proposal for us and may thereby inhibit a change of control under circumstances that could otherwise give the holders of our common stock the opportunity to realize a premium over the then-prevailing market prices.

Ownership Limits. In order for us to maintain our qualification as a REIT, the holders of our common stock may be limited to owning, either directly or under applicable attribution rules of the Internal Revenue Code, no more than 9.8% of the lesser of the value or the number of our equity shares, and no holder of common stock may acquire or transfer shares that would result in our shares of common stock being beneficially owned by fewer than 100 persons. Such ownership limit may have the effect of preventing an acquisition of control of us without the approval of our board of directors. Our Articles of Incorporation give our board of directors the right to refuse to give effect to the acquisition or transfer of shares by a stockholder in violation of these provisions.

Preferred Stock. Our Articles of Incorporation authorize our board of directors to issue up to 20,000,000 shares of preferred stock, par value \$.0001 per share, and to establish the preferences and rights of any such shares issued. The issuance of preferred stock could have the effect of delaying or preventing a change in control even if a change in control may be in our stockholders' best interest.

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Increase of Authorized Stock. Our board of directors, without any vote or consent of the stockholders, may increase the number of authorized shares of any class or series of stock or the aggregate number of authorized shares we have authority to issue. The ability to increase the number of authorized shares and issue such shares could have the effect of delaying or preventing a change in control even if a change in control may be in our stockholders' best interest.

Amendment of Bylaws. Our board of directors has the power to amend our Bylaws. This power could have the effect of delaying or preventing a change in control even if a change in control may be in our stockholders' best interests.

Stockholder Meetings. Our Bylaws require advance notice for stockholder proposals to be considered at annual and special meetings of stockholders and for stockholder nominations for election of directors at annual and special meetings of stockholders. The advance notice provisions require a proponent to provide us with detailed information about the proponent and/or nominee. Our Bylaws also provide that stockholders entitled to cast more than 50% of all the votes entitled to be cast at a meeting must join in a request by stockholders to call a special meeting of stockholders and that a specific process for the meeting request must be followed. These provisions could have the effect of delaying or preventing a change in control even if a change in control may be in the best interests of our stockholders.

Supermajority Votes Required. Our Articles of Incorporation require the affirmative vote of the holders of no less than 80% of the shares of capital stock outstanding and entitled to vote in order (i) to amend the provisions of our Articles of Incorporation relating to the removal of directors, limitation of liability of officers and directors or indemnification of officers and directors or (ii) to amend our Articles of Incorporation to impose cumulative voting in the election of directors. These provisions could have the effect of delaying or preventing a change in control even if a change in control may be in our stockholders' best interest.

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Item 1B. Unresolved Staff Comments.

None.

Item 1C. Cybersecurity.

We have certain processes for assessing, identifying and managing cybersecurity risks, which are built into our overall risk management program/information technology function and are designed to help protect our information assets and operations from internal and external cyber threats, protect employee information from unauthorized access or attack, as well as secure our networks and systems. Such processes include physical, procedural and technical safeguards, response plans, regular tests on our systems, and routine review of our policies and procedures to identify risks and enhance our practices. We engage certain external parties to enhance our cybersecurity oversight. We consider the internal risk oversight programs of third-party service providers before engaging them in order to help protect us from any related vulnerabilities.

We do not believe that there are currently any known risks from cybersecurity threats that are reasonably likely to materially affect us or our business strategy, results of operations or financial condition.

The Audit Committee of our Board of Directors provides direct oversight over cybersecurity risk and provides updates to the Board of Directors regarding such oversight. The Audit Committee receives quarterly updates from management regarding cybersecurity matters and is notified between such updates regarding significant new cybersecurity threats or incidents.

Our Vice President and Director of Information Technology leads the operational oversight of company-wide cybersecurity strategy, policy, standards and processes and works across relevant departments to assess and help prepare us and our employees to address cybersecurity risks. Prior to his approximately 14 years overseeing and securing our information technology operations, our Vice President and Director of Information Technology held various roles during his approximately 9 years of tenure at USI New England, most recently overseeing

and securing their information technology operations as Regional IT Manager. This experience is reinforced with regular cybersecurity training from industry leading organizations such as the SANS Institute and ISC2.

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In an effort to protect our resources from cyber threats, we maintain a security program that includes multiple layers designed to prevent, mitigate, detect, defend against, and remediate these threats. These include, but are not limited to, continuous vulnerability assessment and remediation, annual penetration testing conducted by a third party, security and monitoring tools that are monitored by a 24x7 SOC (Security Operations Center) and Incident Response Planning. Additionally, all employees are required to take annual cyber security training that aligns with our risks and current cyber trends such as ransomware, BEC (business email compromise,) phishing, and social engineering.

Item 2. Properties

Set forth below is information regarding our properties as of **December 31, 2022** December 31, 2023:

Property Location	Date of Purchase (1)	Approx. Square Feet	Percent Leased as of 12/31/22	Approx. Number of Tenants	Major Tenants (2)	Date of Purchase (1)	Approx. Square Feet	Percent Leased as of 12/31/23	Approx. Number of Tenants	Major Tenants (2)
	Purchase (1)	Feet	of 12/31/22	of Tenants	Major Tenants (2)	Purchase (1)	Feet	of 12/31/23	of Tenants	Major Tenants (2)
Office										
600 Forest Point Circle Charlotte, NC 28273	7/8/99	64,198	78.4 %	2	Willis Towers Watson Southeast Inc. Flexential Corp.					
50 Northwest Point Rd. Elk Grove Village, IL 60005	12/5/01	177,095	100.0 %	2	Citicorp Credit Services, Inc. NCS Pearson, Inc.					
16285 Park Ten Place Houston, TX 77084	6/27/02	157,609	78.1 %	8	Blade Energy Partners, Ltd. Ranger Oil Corporation	6/27/02	157,609	83.8 %	7	Blade Energy Partners, Ltd. Baytex Energy USA, Inc. Edge Engineering & Science, LLC

15601 Dallas Parkway Addison, TX 75001	9/30/02	289,333	83.0 %	14	Cytera Management Inc. WDT Acquisition Corporation Aerotek, Inc. CarOffer, LLC	9/30/02	289,333	83.0 %	14	Cytera Management Inc. WDT Acquisition Corporation Aerotek, Inc. CarOffer, LLC
1500 & 1600 N. Greenville Ave. Richardson, TX 75081	3/3/03	300,887	96.1 %	8	ARGO Data Resource Corp. EMC Corporation Id Software, LLC	3/3/03	300,887	85.5 %	8	ARGO Data Resource Corp. EMC Corporation ID Software, LLC
5600, 5620 & 5640 Cox Road Glen Allen, VA 23060	7/16/03	298,183	47.8 %	4	ChemTreat, Inc. General Electric Company	7/16/03	298,183	90.5 %	5	Commonwealth of Virginia ChemTreat, Inc. GE Vernova International LLC
5505 Blue Lagoon Drive Miami, FL 33126	11/6/03	213,182	98.5 %	2	Lennar Homes, LLC Unique Vacations, Inc.					
1293 Eldridge Parkway Houston, TX 77077	1/16/04	248,399	100.0 %	1	CITGO Petroleum Corporation	1/16/04	248,399	100.0 %	1	CITGO Petroleum Corporation
6550 & 6560 Greenwood Plaza Englewood, CO 80111	2/24/05	196,236	66.3 %	2	Kaiser Foundation Health Plan	2/24/05	196,236	66.3 %	2	Kaiser Foundation Health Plan, Inc.
16290 Katy Freeway Houston, TX 77094	9/28/05	156,746	95.0 %	7	Olin Corporation Hargrove and Associates, Inc. Bluware, Inc.	9/28/05	156,746	95.0 %	7	Olin Corporation Hargrove and Associates, Inc. Bluware, Inc.
5055 & 5057 Keller Springs Rd.	2/24/06	217,779	72.9 %	24	See Footnote 3	2/24/06	217,841	80.2 %	22	See Footnote 3

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The information presented below provides the weighted average GAAP rent per square foot for the year ended December 31, ~~2022~~ 2023 for our properties and weighted occupancy square feet and percentages. GAAP rent includes the impact of tenant concessions and reimbursements. This table does not include information about properties held by our investments in nonconsolidated REITs or those which we have provided Sponsored REIT Loans. REITs.

Property Name	City	State	Year Built or Renovated	Net Rentable Square Feet	Weighted Occupied Sq. Ft.	Weighted Percentage as of December 31, 2022 (a)	Weighted Average Rent per Occupied Square Feet (b)	City	State	Year Built or Renovated	Net F
Forest Park	Charlotte	NC	1999/2020	64,198	50,331	78.4 %	\$ 23.65				
Innsbrook	Glen Allen	VA	1999	298,183	144,738	48.5 %	18.91	Glen Allen	VA	1999	25
East total				362,381	195,069	53.8 %	20.13				
Northwest Point	Elk Grove Village	IL	1999	177,095	177,095	100.0 %	31.64				
East Total											25
120 Monument Circle								Indianapolis	IN	1992	21
121 South 8th Street	Minneapolis	MN	1974	298,121	263,867	88.5 %	25.10	Minneapolis	MN	1974	25
801 Marquette Ave	Minneapolis	MN	1923/2017	129,691	109,913	84.8 %	23.92	Minneapolis	MN	1923/2017	12
Plaza Seven	Minneapolis	MN	1987	330,096	268,005	81.2 %	33.28	Minneapolis	MN	1987	33
Midwest total				935,003	818,880	87.6 %	29.03				
Blue Lagoon Drive	Miami	FL	2002/2021	213,182	156,795	73.6 %	33.10				
Midwest Total											97
Park Ten	Houston	TX	1999	157,609	113,431	72.0 %	29.09	Houston	TX	1999	15
Addison Circle	Addison	TX	1999	289,333	206,989	71.5 %	34.49	Addison	TX	1999	28
Collins Crossing	Richardson	TX	1999	300,887	261,772	87.0 %	27.06				
Collins Crossing (c)								Richardson	TX	1999	30
Eldridge Green	Houston	TX	1999	248,399	248,399	100.0 %	26.11	Houston	TX	1999	24
Park Ten Phase II	Houston	TX	2006	156,746	148,924	95.0 %	28.63	Houston	TX	2006	15
Liberty Plaza	Addison	TX	1985	217,779	155,429	71.4 %	24.56	Addison	TX	1985	21
Legacy Tennyson											
Center	Plano	TX	1999/2008	209,461	88,225	42.1 %	30.37	Plano	TX	1999/2008	20
One Legacy Circle	Plano	TX	2008	214,110	128,166	59.9 %	37.31				
Westchase I & II	Houston	TX	1983/2008	629,025	354,267	56.3 %	26.68	Houston	TX	1983/2008	62
Pershing Park Plaza	Atlanta	GA	1989	160,145	54,994	34.3 %	33.44				
Pershing Park Plaza (c)								Atlanta	GA	1989	16
South Total				2,796,676	1,917,391	68.6 %	29.22				2,36
1999 Broadway	Denver	CO	1986	680,255	453,050	66.6 %	34.02	Denver	CO	1986	68
1001 17th Street	Denver	CO	1977/2006	657,816	502,703	76.4 %	35.48	Denver	CO	1977/2006	64
600 17th Street	Denver	CO	1982	611,163	472,674	77.3 %	34.38	Denver	CO	1982	61

Greenwood Plaza	Englewood	CO	2000	196,236	152,083	77.5 %	28.08	Englewood	CO	2000	196,236	152,083	77.5 %	28.08
West Total				2,145,470	1,580,510	73.7 %	34.02							
Total Owned Properties				6,239,530	4,511,850	72.3 %	\$ 30.48							
Total Owned & Consolidated Properties														5,771,180

- (a) Based on weighted occupied square feet for the year ended **December 31, 2022** **December 31, 2023**, including month-to-month tenants, divided by the property's net rentable square footage.
- (b) Represents annualized GAAP rental revenue for the year ended **December 31, 2022** **December 31, 2023** per weighted occupied square foot.

(c) Properties were classified as assets held for sale as of December 31, 2023.

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The information presented below is a lease expiration table for ten years and thereafter, stating (i) the number of tenants whose leases will expire, (ii) the total area in square feet covered by such leases, (iii) the annual rental represented by such leases in dollars and by square feet, and (iv) the percentage of gross annual rental represented by such leases.

Year of Lease Expiration	Rentable						Rentable					
	Number of	Square	Annualized		Percentage	Cumulative	Number of	Square	Annualized		Percentage	Cumulative
	Leases	Footage	Rent		of Total		Leases	Footage	Rent		of Total	
	Expiring	Subject to	Annualized	Per Square	Annualized		Expiring	Subject to	Annualized	Per Square	Annualized	
December 31,	Within the	Expiring	Expiring	Expiring	Expiring	Total	Within the	Expiring	Expiring	Expiring	Expiring	Total
	Year (a)	Leases	Leases (b)	Leases	Leases		Year (a)	Leases	Leases (b)	Leases	Leases	
2023	47 (c)	398,204	\$ 12,594,621	\$ 31.63	9.2 %	9.2 %	47 (c)	518,878	\$ 15,816,296	\$ 30.48	12.5 %	12.5 %
2024	49	862,393	27,667,475	32.08	20.3 %	29.5 %	86	1,381,271	43,483,792	32.84	24.7 %	24.7 %
2025	54	429,146	14,038,512	32.71	10.3 %	39.8 %	55	437,374	14,785,284	33.80	11.7 %	11.7 %
2026	36	612,913	21,289,129	34.73	15.6 %	55.4 %	43	567,886	20,136,729	35.46	15.9 %	15.9 %
2027	20	307,689	9,694,824	31.51	7.1 %	62.5 %	26	330,757	10,530,650	31.84	8.3 %	8.3 %
2028	19	278,620	8,125,556	29.16	6.0 %	68.5 %	19	233,589	7,484,290	32.04	5.9 %	5.9 %
2029	15	344,550	10,011,705	29.06	7.3 %	75.8 %	30	538,125	15,738,822	29.25	12.4 %	12.4 %
2030	11	292,715	8,077,513	27.60	5.9 %	81.7 %	11	307,108	9,327,691	30.37	7.4 %	7.4 %
2031	8	271,904	9,952,632	36.60	7.3 %	89.0 %	8	256,836	9,358,506	36.44	7.4 %	7.4 %
2032	—	—	—	—	— %	89.0 %	1	5,901	—	—	— %	— %
2033 and thereafter	44	917,408 (d)	15,053,359	16.41	11.0 %	100.0 %	8	489,626	16,080,101	32.84	12.7 %	12.7 %
2033												
2034 and thereafter							39	443,514 (d)	7,275,536	16.40	5.8 %	5.8 %

Leased											
total	303	4,715,542	\$136,505,326	\$	28.95	100.0 %		287	4,129,594	\$126,533,905	\$ 30.64 100.0 %
Vacancies											
as of											
12/31/22		1,523,988									
Vacancies											
as of											
12/31/23									1,649,948		
Total											
Portfolio											
Square											
Footage		6,239,530							5,779,542		

- (a) The number of leases approximates the number of tenants. Tenants with lease maturities in different years are included in annual totals for each lease. Tenants may have multiple leases in the same year.
- (b) Annualized rent represents the monthly rent charged, including tenant reimbursements, for each lease in effect at **December 31, 2022** **December 31, 2023** multiplied by 12. Tenant reimbursements generally include payment of real estate taxes, operating expenses and common area maintenance and utility charges.
- (c) Includes **34** leases that are month-to-month.
- (d) Includes **87,695** **61,623** square feet that are non-revenue producing building amenities.

Item 3. Legal Proceedings

From time to time, we may be subject to legal proceedings and claims that arise in the ordinary course of our business. Although occasional adverse decisions (or settlements) may occur, we believe that the final disposition of such matters will not have a material adverse effect on our financial position, cash flows or results of operations.

Item 4. Mine Safety Disclosures

Not applicable.

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PART II

Item 5. Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is listed on the NYSE American under the symbol "FSP".

As of **February 1, 2023** **February 1, 2024**, there were **15,350** **12,931** holders of our common stock, including both holders of record and participants in securities position listings.

While not guaranteed, we expect to continue to pay cash dividends on our common stock in the future. See Part I, Item 1A Risk Factors, "Our level of dividends may fluctuate." for additional information.

Issuer Purchases of Equity Securities

On June 23, 2021, FSP Corp. announced that the Board of Directors of FSP Corp. had authorized the repurchase of up to \$50 million of the Company's common stock from time to time in the open market, privately negotiated transactions or other manners as permitted by federal securities laws. The repurchase authorization may be suspended or discontinued at any time. There were no repurchases during the three months ended December 31, 2022. On February 10, 2023, FSP Corp. disclosed in a Current Report on Form 8-K that the Board of Directors of FSP Corp. had discontinued the repurchase authorization.

STOCK PERFORMANCE GRAPH

The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021 included a comparison of the cumulative total return of the Company's common stock with the FTSE NAREIT Equity REITs Index, the Standard & Poor's 500 Composite Stock Price Index ("S&P 500") and the Russell 2000 Total Return Index. The Company believes that the FTSE NAREIT Equity Office Index, which is comprised of REITs that invest in commercial office real estate investments, provides a better comparison and is a more appropriate index than the FTSE NAREIT Equity REITs Index for comparison of the Company's stock performance. In accordance with SEC regulations, the following graph compares the cumulative total stockholder return on the Company's common stock between December 31, 2017 December 31, 2018 and December 31, 2022 December 31, 2023 with the cumulative total return of (1) the FTSE NAREIT Equity REITs Office Index ("NAREIT Office"), (2) the Standard & Poor's 500 Composite Stock Price Index ("S&P 500, 500"), and (3) the Russell 2000 Total Return Index and (4) the FTSE NAREIT Equity Office Index ("Russell 2000") over the same period. This graph assumes the investment of \$100.00 on December 31, 2017 December 31, 2018 and assumes that any distributions are reinvested.



Graphic

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	As of December 31,						As of December 31,					
	2017	2018	2019	2020	2021	2022	2018	2019	2020	2021	2022	2023
FSP	\$ 100	\$ 61	\$ 88	\$ 48	\$ 74	\$ 35	\$100	\$144	\$ 79	\$121	\$ 58	\$ 56
FTSE NAREIT Equity REITs	100	96	123	117	166	124						

S&P 500	100	96	126	149	192	157	100	131	156	200	164	207
Russell 2000	100	89	112	134	154	122	100	126	151	173	138	161
FTSE NAREIT Equity Office	100	86	112	92	112	70						
NAREIT Office							100	131	107	131	82	83

Notes to Graph:

The above performance graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that we specifically incorporate it by reference into such filing.

Item 6. [Reserved]

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Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this report. Historical results and percentage relationships set forth in the consolidated financial statements, including trends which might appear, should not be taken as necessarily indicative of future operations. The following discussion and other parts of this Annual Report on Form 10-K may also contain forward-looking statements based on current judgments and current knowledge of management, which are subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements. Accordingly, readers are cautioned not to place undue reliance on forward-looking statements. Investors are cautioned that our forward-looking statements involve risks and uncertainty, including without limitation, adverse changes in general economic or local market conditions, including the impact of recessionary concerns, inflation, energy prices and interest rates, as well as those resulting from the COVID-19 pandemic, including the impact of work-from-home and return-to-work policies, and other potential infectious disease outbreaks and terrorist attacks or other acts of violence, which may negatively affect the markets in which we and our tenants operate, our inability to extend and/or refinance our debt or effect asset sales sufficient to repay such debt prior to the maturity dates thereof, adverse changes in energy prices, which if sustained, could negatively impact occupancy and rental rates in the markets in which we own properties, including energy-influenced markets such as Dallas, Denver and Houston, expectations for future property dispositions, uncertainty relating to the completion and timing of the disposition of the properties under agreement, expectations for future potential leasing activity, expectations for the potential payment of special dividends, changes in interest rates as a result of economic market conditions, disruptions in the debt markets, economic conditions in the markets in which we own properties, risks of a lessening of demand for the types of real estate owned by us, uncertainties relating to fiscal policy, changes

in government regulations and regulatory uncertainty, geopolitical events, and expenditures that cannot be anticipated such as utility rate and usage increases, delays in construction schedules, unanticipated increases in construction costs, unanticipated repairs, increases in the level of general and administrative costs as a percentage of revenues as revenues decrease as a result of property dispositions, additional staffing, insurance increases and real estate tax valuation reassessments. See "Risk Factors" in Part I, Item 1A of this Annual Report on Form 10-K. Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We may not update any of the forward-looking statements after the date this Annual Report on Form 10-K is filed to conform them to actual results or to changes in our expectations that occur after such date, other than as required by law.

Overview

FSP Corp., or we or the Company, operates in a single reportable segment: real estate operations. The real estate operations market involves real estate rental operations, leasing, secured financing of real estate and services provided for asset management, property management, property acquisitions, dispositions and development. Our current strategy is to invest in infill and central business district office properties in the United States sunbelt and mountain west regions as well as select opportunistic markets. We believe that the United States sunbelt and mountain west regions have macro-economic drivers that have the potential to increase occupancies and rents. We seek value-oriented investments with an eye towards long-term growth and appreciation, as well as current income.

As of **December 31, 2022** **December 31, 2023**, approximately **5.3 million** **5.1 million** square feet, or approximately **85.4%** **88.4%** of our total owned portfolio, was located in Dallas, Denver, Houston and Minneapolis.

The main factor that affects our real estate operations is the broad economic market conditions in the United States. These market conditions affect the occupancy levels and the rent levels on both a national and local level. We have no influence on broader **economic/ economic** market conditions. We may look to acquire and/or develop quality properties in good locations in order to lessen the impact of downturns in the market and to take advantage of upturns when they occur.

We continue to believe that the current price of our common stock does not accurately reflect the value of our underlying real estate assets and we will seek to increase shareholder value by (1) pursuing the sale of select properties

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where we believe that short to intermediate term valuation potential has been reached and (2) striving to lease vacant space. As we continue to execute this strategy, our revenue, Funds From Operations, and capital expenditures may decrease in the short term. Proceeds from dispositions are intended to be used primarily for the repayment of debt.

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For the year ended ~~December 31, 2022~~ December 31, 2023, our disposition strategy resulted in aggregate gross sale proceeds of \$130.3 million and \$154.5 million. On February 21, 2024, we repaid \$128.9 million \$102 million of debt. Specifically, on August 31, 2022, we sold two office properties located ~~debt~~ in Broomfield, Colorado for aggregate gross proceeds ~~connection with the extensions~~ of \$102.5 million, at a gain of approximately \$24.1 million. On September 6, 2022, we prepaid our \$110 million term loan with Bank of America, N.A. as administrative agent and the other lending institutions party thereto (the "Former BofA Term Loan"). If we had not prepaid the Former BofA Term Loan, BMO Term Loan, our Series A Notes and our Series B Notes (each as defined in full, it would have matured by its own terms on January 12, 2023. In addition, on December 28, 2022, we sold one office property located in Evanston, Illinois for gross proceeds of \$27.8 million, at a gain of \$3.9 million. On December 29, 2022 Liquidity and December 30, 2022, we repaid \$7 million and \$20 million, respectively, that had been drawn under our revolving line of credit with Bank of America, N.A. as administrative agent and the other lending institutions party thereto (the "BofA Revolver") Capital Resources below).

In July 2022, we adopted a variable quarterly dividend policy, which replaced our previous regular quarterly dividend policy. Under the new variable quarterly dividend policy, the Board of Directors will determine determines quarterly dividends based upon a variety of factors, including the Company's estimates of its annual taxable income and the amount that the Company is required to distribute annually in the aggregate to enable the Company to continue to qualify as a real estate investment trust for federal income tax purposes.

On June 15, 2021, the The credit rating for our senior unsecured debt was downgraded by Moody's Investor Service from Ba1 to Ba1 Ba3 on April 12, 2023, and from Baa3. Ba3 to B3 on June 14, 2023. As of December 31, 2022 December 31, 2023, the interest rate applicable to borrowings under the BMO Term Loan, the BofA Revolver and the Senior Notes (each as (as defined in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations – in– Liquidity and Capital Resources) Resources below) was based in part on the rating of our debt. On February 10, 2023 As of February 21, 2024, we entered into amendments to the BMO Term Loan and the BofA Revolver that, among other things, caused the interest rate applicable to those borrowings to no longer be based in part on the rating of our debt. The interest rate applicable to borrowings under the Senior Notes continues to be was no longer based in part on the rating of our debt. We anticipate that as a result of this downgrade we will incur approximately \$1.0 million in additional interest costs from the Senior Notes over a full twelve-month period based on our borrowings as of February 10, 2023.

Trends and Uncertainties

Long-Term Impact of COVID-19 Pandemic

The COVID-19 pandemic continues to adversely impact global commercial activity and has contributed to significant volatility in financial markets. It has disrupted global travel supply chains, adversely impacted global commercial activity, and its long-term economic impact remains uncertain. Considerable uncertainty still surrounds the long-term impact of the COVID-19 pandemic and its potential effects on the population, including the spread of more contagious variants of the virus. virus, and on the commercial real estate market and our business. Many of our tenants still do not fully occupy the space that they lease. The pandemic has had an adverse impact on economic and market conditions in various sectors of the economy. However, the evolving nature of the pandemic makes it difficult to ascertain the long-term impact it will have on commercial real estate markets and our business. The COVID-19 pandemic continues to present material uncertainty and risk with respect to the performance of our properties and our financial results, such as the potential negative impact to the businesses of our tenants, the impact of work-from-home and return-to-work policies, the potential negative impact to leasing efforts and occupancy at our properties, uncertainty regarding future rent collection levels or requests for rent concessions from our tenants, the occurrence of a default under any of our debt agreements, the potential for increased borrowing costs, negative impacts on our ability to refinance existing indebtedness or to secure new sources of capital on favorable terms, fluctuations in our level of dividends, increased costs of operations, making more difficult our ability to complete required capital expenditures in a timely manner and on budget, decreases in values of our real estate assets, changes in law and/or regulation, and uncertainty regarding government and regulatory policy. We are unable to estimate the full extent of the long term impact that the COVID-19 pandemic will have on our future financial results at this time. See "Risk Factors" in Item 1A.

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We have been following and directing our vendors to follow the guidelines from the Centers for Disease Control and other applicable authorities to minimize the spread of COVID-19 among our employees, tenants, vendors and visitors, as well as at our properties. During the year ended December 31, 2022, all of our properties remained open for business. Some of our tenants have requested rent concessions, and more tenants may request rent concessions or may not pay rent in the future. Future rent concession requests or nonpayment of rent could lead to increased rent delinquencies and/or defaults under leases, a lower demand for rentable space leading to increased concessions or lower occupancy, extended lease terms, increased tenant improvement capital expenditures, or reduced rental rates to maintain occupancies. We review each rent concession request on a case by case basis and may or may not provide rent concessions, depending on the specific circumstances involved. Cash, cash equivalents and restricted cash were \$6.6 million as of December 31, 2022 "Risk Factors". Management believes that existing cash, cash anticipated to be generated internally by operations and our existing availability under the BofA Revolver (\$45 million available as of February 10, 2023) and proceeds from dispositions of properties, will be sufficient to meet working capital requirements, term loan repayment and anticipated capital expenditures for at least the next 12 months. Although there is no guarantee that we will be able to obtain the funds necessary for our future growth, we anticipate generating funds from continuing real estate operations. We believe that we have adequate funds to cover unusual expenses and capital improvements, in addition to normal operating expenses. Our ability to pay dividends to stockholders and the level of such dividends, however, depends in significant part upon the level of rental income from our real estate properties and the amount, timing and terms of any property dispositions.

Economic Conditions

The Although recent indicators suggest that economic activity has expanded at a modest pace, the global economy is experiencing continues to experience significant disruptions as a result of various factors, including geopolitical events such as the ongoing conflict wars between Russia and Ukraine and between Israel and Hamas, a U.S. designated Foreign Terrorist Organization, in the Gaza Strip and ongoing conflicts in various other parts of the Middle East, increasing tensions with China, the long-term impact of the COVID-19 pandemic and continuing supply chain difficulties. In addition, negative gross domestic product growth, various economic factors, including but not limited to, inflation energy prices and interest rates, and declining consumer confidence and spending are contributing to recessionary concerns for the economy of the United States. Economic conditions directly affect the demand for office space, our primary income producing asset. In addition, the broad economic market conditions in the United States are typically affected by numerous other factors, including but not limited to, inflation and employment levels, energy prices, uncertainty about government fiscal, monetary, trade and tax policies, changes in currency exchange rates, the regulatory environment and the availability of credit. During 2022 and as of February 10, 2023, 2023, the Federal Reserve raised the federal funds rate target several times, most recently increasing it by 25 basis points on February 1, 2023 July 26, 2023, to a range of 4.50% 5.25% to 4.75% 5.50%. The Federal Reserve has indicated that ongoing Any future increases in the target range will be appropriate, which

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could also increase interest rates. In addition, in April 2022, the Federal Reserve confirmed its plan to reduce its balance sheet at a rapid pace beginning in May 2022 and in September 2022 indicated it would continue to reduce its holdings of Treasury Securities and agency debt and agency mortgage-backed securities. If interest rates continue to increase, then the interest costs on our unhedged variable rate debt would be adversely affected, which could in turn adversely affect our cash flow, our ability to pay principal and interest on our debt and our ability to make distributions to stockholders. As of December 31, 2022 December 31, 2023, approximately 12% 50.6% of our total debt constituted unhedged

variable rate debt. Increasing interest rates could also decrease the amount third parties are willing to pay for our assets and limit our ability to incur new debt or refinance existing debt when it matures. As of the date of this report, the impact of current economic conditions and geopolitical events and the ongoing effects long-term impact of the COVID-19 pandemic are adversely affecting the demand for office space in the United States.

Real Estate Operations

As of December 31, 2022 December 31, 2023, our real estate portfolio was comprised of 21 operating 17 owned properties, which we refer to as our owned properties, and a non-controlling common stock interest in the corporation that is the sole member of FSP Monument Circle LLC, which corporation was organized to operate as a real estate investment trust, which we refer to as the Sponsored REIT. The Sponsored REIT, which we also refer to as Monument Circle, was consolidated effective January 1, 2023. We refer to these 18 properties as our owned and consolidated properties. Our 21 operating owned properties were approximately 74.0% leased as of December 31, 2023, a decrease from 75.6% leased as of December 31, 2022, a decrease from 78.4% leased as of December 31, 2021. The 2.8% 1.6% decrease in leased space was primarily a result of lease maturities that occurred during the year ended December 31, 2022 December 31, 2023 and the impact on leased percentage from the disposition of one property on each of March 10, 2023, August 9, 2023, October 26, 2023 and December 6, 2023. These decreases were partially offset by new leasing during the year ended December 31, 2023. As of December 31, 2022 December 31, 2023, we had approximately 1,524,000 1,650,000 square feet of vacancy in our owned properties compared to approximately 1,496,000 1,524,000 square feet of vacancy at December 31, 2021 December 31, 2022. During the year ended December 31, 2022 December 31, 2023, we leased approximately 435,000 706,000 square feet of office space in our owned properties, of which approximately 160,000 478,000 square feet were with existing tenants, at a weighted average term of 6.4 6.8 years. On average, tenant improvements for such leases were \$31.86 \$22.42 per square foot, lease commissions were \$11.80 \$10.56 per square foot and rent concessions were approximately six months of free rent. Average GAAP base rents

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under such leases were \$33.27 \$29.71 per square foot, or 10.6% 7.4% higher than average rents in the respective properties as applicable compared to the year ended December 31, 2021 December 31, 2022.

Our owned and consolidated properties were approximately 71.5% leased as of December 31, 2023, compared to our owned properties at 75.6% leased as of December 31, 2022. The difference is primarily a result of the consolidation of Monument Circle effective January 1, 2023. As of December 31, 2023, Monument Circle was approximately 4.1% leased.

During 2023 and 2022, we had no redevelopment properties. On November 16, 2021, we sold a property known as Stonecroft in Chantilly, Virginia and another property located in Chantilly, Virginia for aggregate gross sales proceeds of approximately \$40 million. Stonecroft had been our sole redevelopment property prior to its sale.

Our property known as Blue Lagoon in Miami, Florida, was substantially completed during the first quarter of 2021, and had previously been classified as a redevelopment property. As of December 31, 2022 and September 30, 2023, the property had leases signed for 98.5% of the rentable square feet of the property, including one tenant occupying approximately 73.6% of the rentable square feet of the property. On December 6, 2023, we sold this property for gross sales proceeds of approximately \$68.0 million.

As of December 31, 2022 December 31, 2023, leases for approximately 6.4% 9.0% and 13.8% 7.6% of the square footage in our owned portfolio are scheduled to expire during 2023 2024 and 2024, 2025, respectively. As the first quarter of 2023 2024 begins, we believe that our operating properties are stabilized, with a balanced lease expiration schedule, and that existing vacancy is being actively marketed to

numerous potential tenants. While leasing activity at our properties has continued, we believe that the impact of geopolitical events, current economic conditions and the ongoing effects long-term impact of the COVID-19 pandemic may limit or delay new tenant leasing during at least the first quarter of 2023 2024 and potentially in future periods.

While we cannot generally predict when an existing vacancy in our owned portfolio properties will be leased or if existing tenants with expiring leases will renew their leases or what the terms and conditions of the lease renewals will be, we expect to renew or sign new leases at then-current market rates for locations in which the buildings are located, which could be above or below the expiring rates. Also, we believe the potential exists for any of our tenants to default

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on its lease or to seek the protection of bankruptcy. If any of our tenants defaults on its lease, we may experience delays in enforcing our rights as a landlord and may incur substantial costs in protecting our investment. In addition, at any time, a tenant of one of our properties may seek the protection of bankruptcy laws, which could result in the rejection and termination of such tenant's lease and thereby cause a reduction in cash available for distribution to our stockholders.

Real Estate Acquisition and Investment Activity

During 2023:

- on September 26, 2023, we agreed to extend the maturity date of our existing loan to Monument Circle that is secured by a mortgage on real estate owned by Monument Circle, which we refer to as the Sponsored REIT Loan, to September 30, 2024.

During 2022:

- we continued to actively explore additional potential real estate investment opportunities.

During 2021:

- on October 29, 2021, the Company agreed to amend and restate the Sponsored REIT Loan to extend the maturity date from December 6, 2022 to June 30, 2023 and to advance an additional \$3.0 million tranche of indebtedness to FSP Monument Circle LLC with the same June 30, 2023 maturity date, effectively increasing the aggregate principal amount of the Sponsored REIT Loan from \$21 million to \$24 million. In addition, the Company agreed to defer all principal and interest payments due under the Sponsored REIT Loan until the maturity date on June 30, 2023. As part of its consideration for agreeing to amend and restate the Sponsored REIT Loan, the Company obtained from the stockholders of the parent of FSP Monument Circle LLC the right to vote their shares in favor of any sale of the property owned by FSP Monument Circle LLC any time on or after January 1, 2023.
- we continued to actively explore additional potential real estate investment opportunities.

During 2020:

- we continued to actively explore additional potential real estate investment opportunities.

Property Dispositions and Assets Held for Sale

During 2023, we sold an office property located in Elk Grove, Illinois on March 10, 2023 for a sales price of \$29.1 million, at a gain of approximately \$8.4 million. During the three months ended June 30, 2023, we entered into an agreement to sell a property in Charlotte, North Carolina at an expected loss of \$0.8 million, which was recorded as an impairment and we classified the property as an asset held for sale as of June 30, 2023. The property sold on August 9, 2023 for a sales price of \$9.2 million, at a loss of \$0.8 million, which had been our expected loss. During the three months ended September 30, 2023, we recorded a gain on sale of \$53,000 as a result of conveying approximately 7,826

square feet of land at our Addison, Texas property to the Town of Addison as part of a road revitalization project. In addition, during the three months ended September 30, 2023, we executed purchase and sale agreements with four different unrelated purchasers for the potential sale of four properties. Three of these potential dispositions were classified as assets held for sale as of September 30, 2023. On October 26, 2023, we completed the sale of one of the assets held for sale as of September 30, 2023, an office building located in Plano, Texas for a sales price of \$48.0 million at a gain of approximately \$10.6 million. On December 6, 2023, we sold another of the assets held for sale, an office property located in Miami, Florida for a sales price of \$68.0 million at a loss of approximately \$18.9 million. The one remaining asset held for sale was expected to sell for a sales price of \$40.0 million at a loss of approximately \$20.5 million, which was recorded as an impairment as of September 30, 2023, however on November 15, 2023, we received notice from the buyer indicating that the buyer was terminating the transaction and directing the deposit and interest be disbursed to us. During the three months ended December 31, 2023, we executed a purchase and sale agreement to sell a property located in Richardson, Texas for \$35 million at an expected loss of approximately \$2.1 million, which was recorded as an impairment as of December 31, 2023. On January 26, 2024, we sold the office property located in Richardson, Texas for a sales price of \$35 million, at a loss of approximately \$2.1 million, which is consistent with the previously recorded impairment.

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During 2022, we sold two office properties located in Broomfield, Colorado on August 31, 2022 for an aggregate sales price of \$102.5 million, at a gain of approximately \$24.1 million. We also sold an office property in Evanston, Illinois on December 28, 2022 for a sales price of approximately \$27.8 million, at a gain of \$3.9 million. There were no properties held for sale as of December 31, 2022.

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During 2021, we sold three office properties located in Atlanta, Georgia on May 27, 2021 for an aggregate sales price of approximately \$219.5 million, at a net gain of approximately \$22.8 million. We sold an office property in Dulles, Virginia on June 29, 2021 for a sales price of approximately \$17.3 million, at a loss of \$2.1 million. We sold an office property located in Indianapolis, Indiana on August 31, 2021 for a sales price of approximately \$35 million, at a loss of approximately \$1.7 million. We sold two office properties located in Chesterfield, Missouri on September 23, 2021 for an aggregate sales price of approximately \$67 million, at a gain of approximately \$10.3 million. On October 22, 2021, we sold an office property in Atlanta Georgia for a sales price of approximately \$223.9 million, at a gain of approximately \$86.8 million. On November 16, 2021, we sold two office properties in Chantilly, Virginia for an aggregate sales price of approximately \$40 million, at a loss of approximately \$2.9 million.

During 2020, we sold an office property located in Durham, North Carolina, for a sales price of approximately \$89.7 million, at a gain of approximately \$41.9 million.

We used, [or intend to use](#), the proceeds of the dispositions [principally primarily](#) to repay outstanding indebtedness.

The dispositions of these properties did not represent a strategic shift that has a major effect on our operations and financial results. Our current strategy is to continue to invest in the sunbelt and mountain west regions of the United States. Accordingly, the properties sold remained classified within continuing operations for all periods presented.

We continue to believe that the current price of our common stock does not accurately reflect the value of our underlying real estate assets, and we will seek to increase shareholder value by (1) pursuing the sale of select properties where we believe that short to intermediate term valuation potential has been reached and (2) striving to lease vacant space. As we continue to execute this strategy, our revenue, Funds From Operations, and capital expenditures may decrease in the short term. Proceeds from dispositions are intended to be used primarily for the repayment of debt.

Critical Accounting Estimates

We have certain critical accounting policies that are subject to judgments and estimates by our management and uncertainties of outcome that affect the application of these policies. We base our estimates on historical experience and on various other assumptions we believe to be reasonable under the circumstances. On an on-going basis, we evaluate our estimates. In the event estimates or assumptions prove to be different from actual results, adjustments are made in subsequent periods to reflect more current information. The accounting policies that we believe are most critical to the understanding of our financial position and results of operations, and that require significant management estimates and judgments, are discussed below. Significant estimates in the consolidated financial statements include [the allowance for doubtful accounts](#), purchase price allocations, [useful lives of fixed assets](#), impairment considerations and the valuation of derivatives.

Critical accounting policies are those that have the most impact on the reporting of our financial condition and results of operations and those requiring significant judgments and estimates. We believe that our judgments and estimates are consistently applied and produce financial information that fairly presents our results of operations. Our most critical accounting policies involve our investments in [Sponsored sponsored](#) REITs and our investments in real property. These policies affect our:

- allocation of purchase price;
- [allowance for doubtful accounts](#);
- allowance for loan losses on mortgage loans;
- assessment of the carrying values and impairments of long lived assets;
- [useful lives of fixed assets and intangibles](#);
- valuation of derivatives;
- [classification of leases](#); and
- ownership of stock in a Sponsored REIT and related interests.

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These policies involve significant judgments made based upon our experience, including judgments about current valuations, ultimate realizable value, [estimated useful lives](#), [salvage or residual value](#), [the ability of our tenants to perform their obligations to us](#), current and future economic conditions and competitive factors in the markets in which our properties are located. Competition, economic conditions and other factors may cause occupancy

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declines in the future. In the future we may need to revise our carrying value assessments to incorporate information which is not now known and such revisions could increase or decrease our depreciation expense related to properties we own, result in the classification of our leases as other than operating leases or decrease the carrying values of our assets.

Allocation of Purchase Price

We allocate the value of real estate acquired among land, buildings, improvements and identified intangible assets and liabilities, which may consist of the value of above market and below market leases, the value of in-place leases, and the value of tenant relationships. Purchase price allocations and the determination of the useful lives are based on management's estimates. Under some circumstances we may rely upon studies commissioned from independent real estate appraisal firms in determining the purchase price allocations.

Purchase price allocated to land and building and improvements is based on management's determination of the relative fair values of these assets assuming the property was vacant. Management determines the fair value of a property using methods similar to those used by independent appraisers. Purchase price allocated to above or below market leases is based on the present value (using an interest rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to the in-place leases including consideration of potential lease renewals and (ii) our estimate of fair market lease rates for the corresponding leases, measured over a period equal to the remaining non-cancelable terms of the respective leases. This aggregate value is allocated between in-place lease values and tenant relationships based on management's evaluation of the specific characteristics of each tenant's lease; however, the value of tenant relationships has not been separated from in-place lease value because such value and its consequence to amortization expense is immaterial for acquisitions reflected in our financial statements. Factors considered by us in performing these analyses include (i) an estimate of carrying costs during the expected lease-up periods, including real estate taxes, insurance and other operating income and expenses, and (ii) costs to execute similar leases in current market conditions, such as leasing commissions, legal and other related costs. If future acquisitions result in our allocating material amounts to the value of tenant relationships, those amounts would be separately allocated and amortized over the estimated life of the relationships.

Allowance for Doubtful Accounts

We provided an allowance for doubtful accounts based on collectability. We recognize the effect of a change in our assessment of whether the collectability of operating lease receivables are probable as an adjustment to lease income rather than bad debt expense.

Impairment

We periodically evaluate our real estate properties for impairment indicators. These indicators may include lower or declining tenant occupancy, weak or declining tenant profitability, cash flow or liquidity, our decision to dispose of an asset before the end of its estimated useful life or legislative, economic or market changes that permanently reduce the value of our investments. If indicators of impairment are present, we evaluate the carrying value of the property by comparing it to its expected future undiscounted cash flows. If a property's value is impaired only if management's estimate of future undiscounted cash flows to be generated by the sum of these expected future cash flows property over its estimated holding period is less than the carrying value we reduce the net carrying value of the property. If there are different potential outcomes for a property, we will take a probability weighted approach to the present value of these expected estimating future cash flows. If we determine that impairment has occurred, the affected assets are reduced to their fair value. This analysis requires us to judge whether indicators of impairment exist and to estimate likely future cash flows. If we misjudge or estimate incorrectly or if future tenant profitability, market or industry factors differ from our expectations, we may record an impairment charge which is inappropriate or fail to record a charge when we should have done so, or the amount of such charges may be inaccurate.

Depreciation and Amortization Expense

We compute depreciation expense using the straight-line method over estimated useful lives of up to 39 years for buildings and improvements, and up to 15 years for personal property. Costs incurred in connection with leasing

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(primarily tenant improvements and leasing commissions) are capitalized and amortized over the lease period. The allocated cost of land is not depreciated. The value of above or below-market leases is amortized over the remaining non-cancelable periods of the respective leases as an adjustment to rental income. The value of in-place leases, exclusive of the value of above-market and below-market in-place leases, is also amortized over the remaining non-cancelable periods of the respective leases. If a lease is terminated prior to its stated expiration, all unamortized amounts relating to that lease are written off. Inappropriate allocation of acquisition costs, or incorrect estimates of useful lives, could result in depreciation and amortization expenses which do not appropriately reflect the allocation of our capital expenditures over future periods, as is required by generally accepted accounting principles.

Derivative Instruments

We recognize derivatives on the balance sheet at fair value. Derivatives that do not qualify, or are not designated as hedge relationships, must be adjusted to fair value through income. Derivative instruments designated in a hedge relationship to mitigate exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. Cash flow hedges are accounted for by recording the fair value of the derivative instrument on the balance sheet as either an asset or liability. To the extent hedges are effective, a corresponding amount, adjusted for swap payments, is recorded in accumulated other comprehensive income within stockholders' equity. Amounts are then reclassified from accumulated other comprehensive income to the income statement in the period or periods the hedged forecasted transaction affects earnings. The ineffective portion of a derivative's change in fair value will be recognized in earnings in the same period in which the hedged interest payments

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affect earnings, which may increase or decrease reported net income and stockholders' equity prospectively, depending on future levels of interest rates and other variables affecting the fair values of derivative instruments and hedged items, but will have no effect on cash flows. Derivative instruments designated in a hedge relationship to mitigate 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. We currently have no fair value hedges outstanding. Fair values of derivatives are subject to significant variability based on changes in interest rates and counterparty credit risk. To the extent we enter into fair value hedges in the future, the results of such variability could be a significant increase or decrease in our derivative assets, derivative liabilities, book equity, and/or earnings.

Lease Classification

Some of our real estate properties are leased on a triple net basis, pursuant to non-cancelable, fixed term, operating leases. Each time we enter a new lease or materially modify an existing lease we evaluate whether it is appropriately classified as a financing lease or as an operating lease. The classification of a lease as financing or operating affects the carrying value of a property, as well as our recognition of rental payments as revenue. These evaluations require us to make estimates of, among other things, the remaining useful life and market value of a property, discount rates and future cash flows. Incorrect assumptions or estimates may result in misclassification of our leases.

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Results of Operations

The following table shows financial results for the years ended December 31, 2023 and 2022.

(in thousands)	Year ended December 31,		
	2023	2022	Change
Revenues:			
Rental	\$ 145,446	\$ 163,739	\$ (18,293)
Related party revenue:			
Management fees and interest income from loans	—	1,855	(1,855)
Other	261	21	240
Total revenues	145,707	165,615	(19,908)
Expenses:			
Real estate operating expenses	50,732	52,820	(2,088)
Real estate taxes and insurance	27,200	34,620	(7,420)
Depreciation and amortization	54,738	63,808	(9,070)
General and administrative	14,021	13,885	136
Interest	24,318	22,808	1,510
Total expenses	171,009	187,941	(16,932)
Loss on extinguishment of debt	(106)	(78)	(28)
Gain on consolidation of Sponsored REIT	394	—	394
Impairment and loan loss reserve	—	(4,237)	4,237
Gain (loss) on sale of properties and impairment of assets held for sale, net	(23,384)	27,939	(51,323)
Interest income	567	—	567
Income (loss) before taxes	(47,831)	1,298	(49,129)
Tax expense	279	204	75
Net income (loss)	\$ (48,110)	\$ 1,094	\$ (49,204)

Comparison of the year ended December 31, 2023 to the year ended December 31, 2022

Revenues

Total revenues decreased by \$19.9 million to \$145.7 million for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The decrease was primarily a result of:

- A decrease in rental revenue of approximately \$18.3 million arising primarily from the sale of three properties during 2022 and four properties in 2023 and other losses of rental income from lease expirations during the periods presented. These decreases were partially offset by rental income earned from leases commencing after December 31, 2022. Our leased space in our owned and consolidated properties was 71.5% at December 31, 2023 and for our owned properties was 75.6% at December 31, 2022.
- A decrease in interest income from loans of approximately \$1.8 million due to the consolidation of Monument Circle in our financial results as of January 1, 2023.

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- These decreases were partially offset by an increase in other income of \$0.2 million from a deposit that was forfeited by a potential buyer for a property in Atlanta, Georgia that we had under agreement when the transaction was terminated.

Expenses

Total expenses decreased by \$16.9 million to \$171.0 million for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The decrease was primarily a result of:

- A decrease in real estate operating expenses and real estate taxes and insurance of approximately \$9.4 million primarily attributable to the property dispositions noted above.
- A decrease in depreciation and amortization of approximately \$9.1 million primarily attributable to the property dispositions noted above.

These decreases were partially offset by:

- An increase in general and administrative expenses of \$0.1 million primarily attributable to expenses relating to a proposed sale transaction that was terminated by the prospective buyer.
- An increase in interest expense of approximately \$1.5 million. The increase was primarily due to higher interest expense as a result of higher interest rates under the loan amendments we entered into on February 10, 2023 described below and was partially offset by a lower principal amount of debt outstanding compared to the year ended December 31, 2022.

Loss on extinguishment of debt

During the year ended December 31, 2023 and December 31, 2022, we repaid debt and incurred a loss on extinguishment of debt of approximately \$0.1 million and \$0.1 million, respectively, related to unamortized deferred financing costs on the dates of the repayments.

Gain on consolidation of Sponsored REIT

During the year ended December 31, 2023, we recorded a gain on consolidation of Sponsored REIT as a result of reducing the Monument Circle loan loss reserve, which resulted in a \$0.4 million gain.

Impairment and loan reserve

During the year ended December 31, 2022, we recorded an impairment on a mortgage receivable of \$4.2 million.

Gain and loss on sale of properties and impairment

During the three months ended March 31, 2023, we sold an office property located in Elk Grove, Illinois on March 10, 2023, for a sales price of \$29.1 million, at a gain of approximately \$8.4 million.

During the three months ended September 30, 2023, we sold an office property located in Charlotte, North Carolina known as Forest Park, for a sales price of \$9.2 million at a loss of approximately \$0.8 million. During the three months ended September 30, 2023, we also recorded a gain on sale of \$53,000 as a result of conveying approximately 7,826 square feet of land at our Addison, Texas property to the Town of Addison as part of a road revitalization project and increased the loss on sale of Forest Park by \$38,000 as a result of final sales adjustments.

During the three months ended September 30, 2023, we entered into an agreement to sell a property in Miami, Florida, known as Blue Lagoon, for a gross sales price of approximately \$68.0 million at an expected loss of \$19.2 million, that was recorded as an impairment loss. We completed the sale of the property on December 6, 2023 at an actual loss of \$18.9 million. During the three months ended September 30, 2023, we entered into an agreement to sell a

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property in Atlanta, Georgia for a gross sales price of approximately \$40.0 million, at an expected loss of \$20.5 million that was recorded as an impairment loss. On October 26, 2023, we completed the sale of an asset held for sale as of September 30, 2023, which was an office building located in Plano, Texas for a sales price of \$48.0 million at a gain of approximately \$10.6 million. During the three months ended September 30, 2023, we entered into a purchase and sales agreement, which was subsequently amended, to sell a property located in Richardson, Texas for a gross sales price of \$35 million, at an expected loss of \$2.1 million that was recorded as an impairment loss during the three months ended December 31, 2023.

Interest Income

During the three months ended December 31, 2023, we invested disposition proceeds in an interest bearing account and earned \$0.6 million in interest income.

Tax expense on income

Included in income taxes is the Revised Texas Franchise Tax, which is a tax on revenues from Texas properties, which was \$0.3 million during the year ended December 31, 2023, compared to \$0.2 million during the year ended December 31, 2022.

Net income and loss

Net loss for year ended December 31, 2023, was \$48.1 million compared to net income of \$1.1 million for the year ended December 31, 2022, for the reasons described above.

The following table shows financial results for the years ended December 31, 2022 and 2021.

(in thousands)	Year ended December 31,			Year ended December 31,		
	2022	2021	Change	2022	2021	Change
Revenues:						
Rental	\$ 163,739	\$ 207,581	\$ (43,842)	\$163,739	\$207,581	\$(43,842)
Related party revenue:						
Management fees and interest income from loans	1,855	1,700	155	1,855	1,700	155
Other	21	77	(56)	21	77	(56)
Total revenues	165,615	209,358	(43,743)	165,615	209,358	(43,743)
Expenses:						
Real estate operating expenses	52,820	60,881	(8,061)	52,820	60,881	(8,061)
Real estate taxes and insurance	34,620	41,061	(6,441)	34,620	41,061	(6,441)
Depreciation and amortization	63,808	78,544	(14,736)	63,808	78,544	(14,736)
General and administrative	13,885	15,898	(2,013)	13,885	15,898	(2,013)
Interest	22,808	32,273	(9,465)	22,808	32,273	(9,465)
Total expenses	187,941	228,657	(40,716)	187,941	228,657	(40,716)
Loss on extinguishment of debt	(78)	(901)	823	(78)	(901)	823
Impairment and loan loss reserve	(4,237)	—	(4,237)	(4,237)	—	(4,237)
Gain on sale of properties, net	27,939	113,134	(85,195)	27,939	113,134	(85,195)
Income (loss) before taxes and equity in income of non-consolidated REITs	1,298	92,934	(91,636)			
Income before taxes on income and equity in income of non-consolidated REITs				1,298	92,934	(91,636)
Tax expense	204	638	(434)	204	638	(434)
Equity in income of non-consolidated REITs	—	421	(421)	—	421	(421)
Net income (loss)	\$ 1,094	\$ 92,717	\$ (91,623)			
Net income				\$ 1,094	\$ 92,717	\$(91,623)

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Comparison of the year ended December 31, 2022 to the year ended December 31, 2021

Revenues

Total revenues decreased by \$43.7 million to \$165.6 million for the year ended December 31, 2022, as compared to the year ended December 31, 2021. The decrease was primarily a result of:

- A decrease in rental revenue of approximately \$43.8 million primarily due to the sale of thirteen properties during 2021 and 2022 and the loss of rental income from lease expirations during the periods presented. These decreases were partially offset by rental income earned from leases that commenced during the periods presented. Our leased space in our operating properties was 75.6% at December 31, 2022 and 78.4% at December 31, 2021.

This decrease was partially offset by:

- An increase in interest income of approximately \$0.2 million from a higher principal balance on the Sponsored REIT Loan during 2022 compared to 2021.

Expenses

Total expenses decreased by \$40.7 million to \$187.9 million for the year ended December 31, 2022, as compared to the year ended December 31, 2021. The decrease was primarily a result of:

- A decrease in real estate operating expenses and real estate taxes and insurance of approximately \$14.5 million primarily attributable to the property dispositions noted above.

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- A decrease in depreciation and amortization of approximately \$14.7 million primarily attributable to the property dispositions noted above.
- A decrease in general and administrative expenses of approximately \$2.0 million, which was primarily due to lower personnel costs of \$1.3 million and professional fees and expenses of \$0.7 million.
- A decrease in interest expense of approximately \$9.5 million. The decrease was primarily from lower interest expense as a result of a lower principal amount of debt outstanding, which was partially offset by higher interest rates during the year ended December 31, 2022 compared to the year ended December 31, 2021. In addition, the decrease was higher in 2022 as a result of interest swap breakage costs in 2021 of \$1.9 million related to the repayment of \$155 million in term loan debt on June 4, 2021.

Loss on extinguishment of debt

During the year ended December 31, 2022 and 2021, we repaid debt and incurred a loss on extinguishment of debt of \$0.1 million and \$0.9 million, respectively, related to unamortized deferred financing costs on the dates of the repayments.

Impairment and loan reserve

During the year ended December 31, 2022, we recorded an impairment on a mortgage receivable of \$4.2 million.

Gain on sale of properties, net

During the year ended December 31, 2022, we sold two office properties located in Broomfield, Colorado on August 31, 2022 for an aggregate sales price of \$102.5 million, at a gain of \$24.1 million. We also sold an office property in Evanston, Illinois on December 28, 2022 for a sales price of approximately \$27.8 million, at a gain of \$3.9 million.

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During the year ended December 31, 2021, we sold three office properties located in Atlanta, Georgia on May 27, 2021 for an aggregate sales price of approximately \$219.5 million, at a net gain of approximately \$22.8 million. We sold an office property in Dulles, Virginia on June 29, 2021 for a sales price of approximately \$17.3 million, at a loss of \$2.1 million. We sold an office property located in Indianapolis, Indiana on August 31, 2021, for a sales price of approximately \$35 million, at a loss of approximately \$1.7 million. We sold two office properties located in Chesterfield, Missouri on September 23, 2021 for an aggregate sales price of approximately \$67 million, at a gain of approximately \$10.3 million. We sold an office property located in Atlanta, Georgia on October 22, 2021, for a sales price of approximately \$223.9 million, at a gain of approximately \$86.8 million. We sold two office properties located in Chantilly, Virginia on November 16, 2021, for an aggregate sales price of approximately \$40 million, at a loss of approximately \$2.9 million.

Tax expense on income

Included in income taxes is the Revised Texas Franchise Tax, which is a tax on revenues from Texas properties, which was \$239,000 during the year ended December 31, 2022 compared to \$234,000 during the year ended December 31, 2021. We received state tax refunds of \$35,000 during the year ended December 31, 2022. We incurred \$404,000 in state income taxes as a result of using some net operating loss carryforwards, which are not fully useable for some state income tax purposes during the year ended December 31, 2021.

Net income (loss)

Net income for the year ended December 31, 2022 was \$1.1 million compared to net income of \$92.7 million for the year ended December 31, 2021, for the reasons described above.

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The following table shows financial results for the years ended December 31, 2021 and 2020.

(in thousands)	Year ended December 31,		
	2021	2020	Change
Revenues:			
Rental	\$ 207,581	\$ 244,207	\$ (36,626)
Related party revenue:			
Management fees and interest income from loans	1,700	1,610	90
Other	77	31	46
Total revenues	209,358	245,848	(36,490)
Expenses:			
Real estate operating expenses	60,881	66,940	(6,059)
Real estate taxes and insurance	41,061	48,390	(7,329)
Depreciation and amortization	78,544	88,558	(10,014)

General and administrative	15,898	14,997	901
Interest	32,273	36,026	(3,753)
Total expenses	228,657	254,911	(26,254)
Loss on extinguishment of debt	(901)	—	(901)
Gain on sale of properties, net	113,134	41,928	71,206
Income before taxes on income and equity in income of non-consolidated REITs	92,934	32,865	60,069
Tax expense	638	250	388
Equity in income of non-consolidated REITs	421	—	421
Net income	\$ 92,717	\$ 32,615	\$ 60,102

Comparison of the year ended December 31, 2021 to the year ended December 31, 2020

Revenues

Total revenues decreased by \$36.5 million to \$209.4 million for the year ended December 31, 2021, as compared to the year ended December 31, 2020. The decrease was primarily a result of:

- A decrease in rental revenue of approximately \$36.6 million arising primarily from the sale of ten properties during 2021 and a tenant bankruptcy in December 2020 and other losses of rental income from leases that expired after December 31, 2020. These decreases were partially offset by rental income earned from leases commencing after December 31, 2020. Our leased space in our operating properties was 78.4% at December 31, 2021 and 85.0% at December 31, 2020.

Expenses

Total expenses decreased by \$26.3 million to \$228.7 million for the year ended December 31, 2021, as compared to the year ended December 31, 2020. The decrease was primarily a result of:

- A decrease in real estate operating expenses and real estate taxes and insurance of approximately \$13.4 million, primarily as a result of the sale of ten properties during 2021.
- A decrease to depreciation and amortization of approximately \$10.0 million, primarily as a result of the sale of ten properties during 2021.
- A decrease in interest expense of approximately \$3.8 million. The decrease was primarily from debt repayments made during 2021 and lower interest rates during the year ended December 31, 2021 compared to the year ended December 31, 2020.

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These decreases were partially offset by:

- An increase in general and administrative expenses of \$0.9 million, which was primarily attributable to an increase in public company related expenses.

Loss on extinguishment of debt

During the year ended December 31, 2021, we repaid debt and incurred a loss on extinguishment of debt of \$0.9 million related to unamortized deferred financing costs on the dates of the repayments.

Gain on sale of properties, net

During the year ended December 31, 2021, we sold three office properties located in Atlanta, Georgia on May 27, 2021 for an aggregate sales price of approximately \$219.5 million, at a net gain of approximately \$22.8 million. We sold an office property in Dulles, Virginia on June 29, 2021 for a sales price of approximately \$17.3 million, at a loss of \$2.1 million. We sold an office property located in Indianapolis, Indiana on August 31, 2021, for a sales price of approximately \$35 million, at a loss of approximately \$1.7 million. We sold two office properties located in Chesterfield, Missouri on September 23, 2021 for an aggregate sales price of approximately \$67 million, at a gain of approximately \$10.3 million. We sold an office property located in Atlanta, Georgia on October 22, 2021, for a sales price of approximately \$223.9 million, at a gain of approximately \$86.8 million. We sold two office properties located in Chantilly, Virginia on November 16, 2021, for an aggregate sales price of approximately \$40 million, at a loss of approximately \$2.9 million.

During the year ended December 31, 2020, we sold an office property located in Durham, North Carolina on December 23, 2020 for a sales price of approximately \$89.7 million, at a gain of approximately \$41.9 million.

Tax expense on income

Included in income taxes is the Revised Texas Franchise Tax, which is a tax on revenues from Texas properties, which decreased \$16,000 during the year ended December 31, 2021, as compared to the year ended December 31, 2020. We incurred \$404,000 in state income taxes as a result of using some net operating loss carryforwards, which were not fully useable for some state income tax purposes during the year ended December 31, 2021.

Net income

Net income for the year ended December 31, 2021 was \$92.7 million compared to a net income of \$32.6 million for the year ended December 31, 2020, for the reasons described above.

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Non-GAAP Financial Measures

Funds From Operations

The Company evaluates performance based on Funds From Operations, which we refer to as FFO, as management believes that FFO represents the most accurate measure of activity and is the basis for distributions paid to equity holders. The Company defines FFO as net

income or loss (computed in accordance with GAAP), excluding gains (or losses) from sales of property, hedge ineffectiveness, acquisition costs of newly acquired properties that are not capitalized and lease acquisition costs that are not capitalized plus depreciation and amortization, including amortization of acquired above and below market lease intangibles and impairment charges on properties or investments in non-consolidated REITs, and after adjustments to exclude equity in income or losses from, and, to include the proportionate share of FFO from, non-consolidated REITs. We exclude FFO from any Sponsored REIT that is consolidated from the calculation of FFO.

FFO should not be considered as an alternative to net income (determined in accordance with GAAP), nor as an indicator of the Company's financial performance, nor as an alternative to cash flows from operating activities (determined in accordance with GAAP), nor as a measure of the Company's liquidity, nor is it necessarily indicative of sufficient cash flow to fund all of the Company's needs.

Other real estate companies and the National Association of Real Estate Investment Trusts, or NAREIT, may define this term in a different manner. We have included the NAREIT FFO definition as of May 17, 2016 in the table and note that other REITs may not define FFO in accordance with the NAREIT definition or may interpret the current NAREIT definition differently than we do.

We believe that in order to facilitate a clear understanding of the results of the Company, FFO should be examined in connection with net income and cash flows from operating, investing and financing activities in the consolidated financial statements.

The calculations of FFO are shown in the following table:

(in thousands):	For the Year December 31,			For the Year December 31,		
	2022	2021	2020	2023	2022	2021
Net income	\$ 1,094	\$ 92,717	\$ 32,615			
Net income (loss)				\$(48,110)	\$ 1,094	\$ 92,717
Gain on consolidation of Sponsored REIT				(394)	—	—
Impairment and loan loss reserve	4,237	—	—	—	4,237	—
Gain on sale of properties	(27,939)	(113,134)	(41,928)			
(Gain) loss on sale of properties and impairment of assets held for sale, net				23,384	(27,939)	(113,134)
Equity in income of non-consolidated REITs	—	(421)	—	—	—	(421)
FFO from non-consolidated REITs	—	421	—	—	—	421
Depreciation and amortization	63,689	78,509	88,244	54,694	63,689	78,509
NAREIT FFO	41,081	58,092	78,931	29,574	41,081	58,092
Lease Acquisition costs	262	387	467	390	262	387
Funds From Operations	\$ 41,343	\$ 58,479	\$ 79,398	\$ 29,964	\$ 41,343	\$ 58,479

Net Operating Income (NOI)

The Company provides property performance based on Net Operating Income, which we refer to as NOI. Management believes that investors are interested in this information. NOI is a non-GAAP financial measure that the Company defines as net income or loss (the most directly comparable GAAP financial measure) plus selling, general and administrative expenses, depreciation and amortization, including amortization of acquired above and below market lease intangibles and impairment charges, interest expense, less equity in earnings of nonconsolidated REITs, interest income, management fee income, hedge ineffectiveness, gains or losses on the sale of assets and excludes non-property specific income and expenses. We exclude the NOI from any Sponsored REIT that is consolidated from the calculation of NOI. The information presented includes footnotes and the data is shown by region with properties owned in the

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periods presented, which we call Same Store. The comparative Same Store results include properties held for the periods

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presented and exclude properties that are redevelopment acquired properties. We also exclude properties that have been placed in service, but that do not have operating activity for all periods presented, dispositions and significant nonrecurring income such as bankruptcy settlements and lease termination fees. NOI, as defined by the Company, may not be comparable to NOI reported by other REITs that define NOI differently. NOI should not be considered an alternative to net income or loss as an indication of our performance or to cash flows as a measure of the Company's liquidity or its ability to make distributions. The calculations of NOI are shown in the following table:

(in thousands)	Net Operating Income (NOI)*						Net Operating Income (NOI)*					
	Rentable Square Feet	Year		Inc (Dec)	% Change		Rentable Square Feet	Year		Inc (Dec)	% Change	
		Ended 31-Dec-22	Ended 31-Dec-21					Ended 31-Dec-23	Ended 31-Dec-22			
Region												
East	362	\$ 1,889	\$ 2,222	\$ (333)	(15.0)%		298	\$ 1,143	\$ 1,088	\$ 55	5.1 %	
MidWest	935	13,015	10,268	2,747	26.8 %		758	7,009	10,408	(3,399)	(32.7)%	
South	2,797	25,226	26,227	(1,001)	(3.8)%		2,369	25,631	20,180	5,451	27.0 %	
West	2,146	27,108	34,341	(7,233)	(21.1)%		2,140	25,334	27,108	(1,774)	(6.5)%	
Property NOI from the continuing portfolio	6,240	67,238	73,058	(5,820)	(8.0)%		5,565	59,117	58,784	333	0.6 %	
Dispositions, Non-Operating, Development or Redevelopment		7,344	31,023	(23,679)	(20.3)%			6,877	15,798	(8,921)	(12.1)%	
Property NOI		\$ 74,582	\$ 104,081	\$ (29,499)	(28.3)%			\$65,994	\$74,582	\$ (8,588)	(11.5)%	
Same Store		\$ 67,238	\$ 73,058	\$ (5,820)	(8.0)%			\$59,117	\$58,784	\$ 333	0.6 %	
Less Nonrecurring Items in NOI (a)		2,843	510	2,333	(3.2)%			2,295	2,843	(548)	1.0 %	
Comparative Same Store		\$ 64,395	\$ 72,548	\$ (8,153)	(11.2)%			\$56,822	\$55,941	\$ 881	1.6 %	
Reconciliation to Net income							Year Ended 31-Dec-22		Year Ended 31-Dec-21		Year Ended 31-Dec-23	
Net Income							\$ 1,094		\$ 92,717		\$(48,110)	
Add (deduct):											\$ 1,094	

Loss on extinguishment of debt	78	901	106	78
Gain on consolidation of Sponsored REIT			(394)	—
Impairment and loan loss reserve	4,237	—	-	4,237
Gain on sale of property	(27,939)	(113,134)	23,384	(27,939)
Management fee income	(1,127)	(1,559)	(1,707)	(1,127)
Depreciation and amortization	63,808	78,544	54,738	63,808
Amortization of above/below market leases	(118)	(34)	(45)	(118)
General and administrative	13,886	15,898	14,021	13,886
Interest expense	22,808	32,273	24,318	22,808
Interest income	(1,828)	(1,639)	(567)	(1,828)
Equity in income of non-consolidated REITs	-	(421)	-	—
Non-property specific items, net	(317)	535	250	(317)
Property NOI	<u>\$ 74,582</u>	<u>\$ 104,081</u>	<u>\$ 65,994</u>	<u>\$ 74,582</u>

(a) Nonrecurring Items in NOI include proceeds from bankruptcies, lease termination fees or other significant nonrecurring income or expenses, which may affect comparability.

* Excludes NOI from investments in and interest income from secured loans to non-consolidated REITs.

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Liquidity and Capital Resources

Cash and cash equivalents were \$127.9 million and \$6.6 million at December 31, 2023 and \$40.8 million at December 31, 2022 and December 31, 2021, respectively. The decrease/increase of \$34.2 million/\$121.3 million is attributable to \$15.2 million/\$17.9 million provided by operating activities, plus \$74.0 million/\$113.6 million provided by investing activities less \$123.4 million/\$10.2 million used in financing activities. Management believes that existing cash and cash anticipated to be generated internally by operations, including property dispositions, and our existing availability under the BofA Revolver (\$45 million available as of February 10, 2023), will be sufficient to meet working capital requirements and anticipated capital expenditures for at least the next 12 months. Although there is no guarantee that we will be able to obtain the funds necessary for our future growth, we anticipate generating funds from continuing real estate operations and property dispositions. We believe that we have adequate funds to cover unusual expenses and capital improvements, in addition to normal operating expenses. Our ability to maintain or increase our level of dividends to stockholders, however, depends in significant part upon the level of rental income from our real properties, property dispositions and our interest costs.

Operating Activities

Cash provided by our operating activities for the year ended December 31, 2023 of \$15.2 million/\$17.9 million is primarily attributable to a net income/loss of \$1.1 million/\$48.1 million excluding gains/net losses on sale of properties of \$27.9 million and \$23.3 million less the impairment/gain on consolidation of a mortgage loan receivable Sponsored REIT of \$4.2 million/\$0.4 million, plus the add-back of \$60.1 million/\$54.4 million of non-cash expenses, less \$8.2 million/\$7.6 million increase in payments of deferred leasing commissions, a \$7.0 million/\$2.7 million increase in accounts payable and accrued expenses, a \$4.5 million/\$2.0 million increase in lease acquisition costs a \$1.8 million increase in prepaid expenses and other assets, plus a \$0.5 million increase in tenant security deposits and a \$0.3 million increase/\$0.4 million decrease in tenant rent receivables, prepaid expenses and other assets.

Investing Activities

Cash provided by investing activities for the year ended December 31, 2022 December 31, 2023 of \$74.0 million \$113.6 million is primarily attributable to proceeds from the sale of three four properties of \$128.9 million \$142.2 million and an increase of investment in a mortgage receivable of \$3.0 million from cash recorded in consolidation of Monument Circle, which was partially offset by capital expenditures and office equipment investments of approximately \$54.9 million \$31.6 million.

Financing Activities

Cash used in financing activities for the year ended December 31, 2022 December 31, 2023 of \$123.4 million \$10.2 million is primarily attributable to repayment of the Former BofA Term Loan (defined below) in the amount of \$110.0 million \$50.0 million, distributions paid to stockholders in the amount of \$54.0 million, stock repurchases in the amount of \$4.8 million \$4.1 million, and payment of deferred financing costs of \$2.6 million \$2.3 million, which was partially offset by net borrowings under the BofA Revolver (defined below) of \$48.0 million \$42.0 million and the proceeds from the termination of interest rate swap of \$4.2 million.

Liquidity beyond the next 12 months

Our ability to generate cash adequate to meet our needs is dependent primarily on income from real estate investments, the sale of real estate investments, leveraging of real estate investments, availability of bank borrowings, proceeds from public offerings of stock, private placement of debt and access to the capital markets. The acquisition of new properties, the payment of expenses related to real estate operations, capital improvement expenses, debt service payments, general and administrative expenses, and distribution requirements place demands on our liquidity.

We intend to operate our properties from the cash flows generated by our properties. However, our expenses are affected by various factors, including inflation. See Part I, Item 1A, Risk Factors for additional factors. Increases in operating expenses are predominantly borne by our tenants. To the extent that increases cannot be passed on to our tenants through rent reimbursements, such expenses would reduce the amount of available cash flow, which can adversely affect the market value of the applicable property.

We have used a variety of sources to fund our cash needs in addition to our free cash flow generated from our investments in real estate. In the past, we considered borrowing on our unsecured revolving line of credit facility (which was converted to a term loan on February 21, 2024, and is no longer available), adding or refinancing existing term debt or

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raising capital through public offerings or At The Market (ATM) programs of our common stock. See Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of

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Operations, Contractual Obligations. We believe these sources of funds will provide sufficient funds to adequately meet our obligations beyond the next twelve months.

JPM Term Loan

On August 2, 2018, the Company we entered into an Amended and Restated Credit Agreement with JPMorgan Chase Bank, N.A., as administrative agent and lender, ("JPMorgan"), which we refer to as JPMorgan, and the other lending institutions party thereto, (the "JPM which we refer to as the JPM Credit Agreement"), Agreement, which provided a single unsecured bridge loan in the aggregate principal amount of \$150 million (the "JPM, which we refer to as the JPM Term Loan"). Loan. On December 24, 2020, the Company we repaid a \$50 million portion of the JPM Term Loan with a portion of the proceeds from the December 23, 2020 sale of its our Durham, North Carolina property, and \$100 million remained fully advanced and outstanding under the JPM Term Loan. On June 4, 2021, the Company we repaid the remaining \$100 million outstanding on the loan, which had been scheduled to mature on November 30, 2021, and incurred a loss on extinguishment of debt of \$0.1 million related to unamortized deferred financing costs.

Although the interest rate on the JPM Term Loan was variable under the JPM Credit Agreement, the Company we fixed the LIBOR-based rate on a portion of the JPM Term Loan by entering into interest rate swap transactions. On March 7, 2019, the Company we entered into ISDA Master Agreements with various financial institutions to hedge a \$100 million portion of the future LIBOR-based rate risk under the JPM Credit Agreement. Effective March 29, 2019, the Company we fixed the LIBOR-based rate at 2.44% per annum on a \$100 million portion of the JPM Term Loan until November 30, 2021. On June 4, 2021, the Company we paid approximately \$1.2 million to terminate the interest rate swap, which was scheduled to mature on November 30, 2021.

BMO Term Loan

As of February 21, 2024, we have a term loan borrowing in the amount of approximately \$86.0 million, which we refer to as the BMO Term Loan, with Bank of Montreal, as administrative agent, and the other lending institutions party thereto, that matures on April 1, 2026. On February 10, 2023 February 21, 2024, the Company we entered into a First Second Amendment to Second Amended and Restated Credit Agreement with the lending institutions party thereto, and Bank of Montreal, which we refer to as administrative agent (the "BMO First Amendment"), the BMO Second Amendment. The BMO First Second Amendment amended the Second Amended and Restated Credit Agreement dated September 27, 2018 (as, which we refer to as the Original BMO Credit Agreement, as amended by the First Amendment to Second Amended and Restated Credit Agreement dated February 10, 2023, which we refer to as the BMO First Amendment, the "BMO Credit Agreement") among the Company and the lending institutions party thereto to, among other things, things: (1) extend the maturity date from January 31, 2024 October 1, 2024 to October 1, 2024 and April 1, 2026; (2) change the interest rate from a number of basis points over LIBOR depending on the Company's credit rating to either 300 basis points over SOFR (Secured Overnight Financing Rate) or 200 basis points over the base rate to either 300 basis points over SOFR with a floor on SOFR of 500 basis points or 200 basis points over the base rate with a floor on the base rate of 600 basis points; (3) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan (defined below) and the Senior Notes (defined below) exceeds \$200 million, the spread over SOFR or the base rate, as applicable, will permanently increase by 100 basis points, from 300 basis points to 400 basis points in the case of SOFR, and from 200 basis points to 300 basis points in the case of the base rate; (4) require mandatory prepayments of the BMO Term Loan, the BofA Term Loan and the Senior Notes with net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the BMO Term Loan; (b) 20.00000% to the BofA Term Loan; (c) 44.44444% to the Senior Notes; and (d) the remaining 10% to be retained by us; (5) require that, within 90 days of the February 21, 2024 effective date of the BMO Second Amendment, certain of our subsidiaries guarantee the BMO Term Loan; (6) require that, within 90 days of the February 21, 2024 effective date of the BMO Second Amendment, we pledge our equity interests in certain of our subsidiaries as collateral for the BMO Term Loan; (7) reduce our minimum fixed charge coverage ratio from 1.50x to 1.25x; and (8) reduce our minimum unsecured interest coverage ratio from 1.75x to 1.25x. We refer to the Original BMO Credit Agreement, as amended by the BMO First Amendment and the BMO Second Amendment, as the BMO Credit Agreement.

The BMO Credit Agreement initially provided for an unsecured term loan borrowing in the amount of \$220 million (the "BMO Term Loan"), of which \$125 million approximately \$86.0 million remains outstanding. The BMO Term Loan initially consisted of a \$55 million \$55

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million tranche A term loan and a \$165 million tranche B term loan. On June 4, 2021, the Company we repaid the tranche A term loan that was scheduled to mature on November 30, 2021, and incurred a loss on extinguishment of debt of \$0.1 million related to unamortized deferred financing costs. On February 10, 2023, as part of the BMO First Amendment, the Company we repaid a \$40 million portion of the \$165 million tranche B term loan, so that \$125 million remains remained outstanding. On or before April 1, 2024 August 10, 2023, we are required to repay repaid an additional \$25 million \$10 million portion of the tranche B term loan, so that \$115 million remained outstanding as of August 10, 2023 and as of December 31, 2023. On February 21, 2024, as part of the BMO Term Loan, Second Amendment, we repaid an approximately \$29.0 million portion of the tranche B term loan so that approximately \$86.0 million remains outstanding. The tranche B term loan matures on October 1, 2024 April 1, 2026.

Effective February 10, 2023 upon entering into the BMO First Amendment, interest on the BMO Term Loan bears interest at has been either (i) 300 basis points over one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively, or (ii) 200 basis points over the base rate. Effective February 21, 2024 upon entering into the BMO Second Amendment, interest on the BMO Term Loan was amended to be either (i) 300 basis points over one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively, with a floor on SOFR of 5.00% or (ii) 200 basis points over the base rate with a floor on the base rate of 6.00%. In addition, effective February 21, 2024 upon entering into the BMO Second Amendment, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR or the base rate, as applicable, will permanently increase by 100 basis points from 300 basis points to 400 basis points in the case of SOFR, and from 200 basis points to 300 basis points in the case of the base rate. Prior to February 10, 2023, the BMO Term Loan bore interest at either (i) a number of basis points over LIBOR depending on the Company's our credit rating (165 basis points over LIBOR at December 31, 2022) or (ii) a number of basis points over the base rate depending on the Company's our credit rating (65 basis points over the base rate at December 31, 2022).

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The margin over LIBOR rate or base rate was determined based on the Company's December 31, 2022, our credit rating pursuant to the following grid:

LEVEL	CREDIT		LIBOR RATE	BASE RATE
	RATING		MARGIN	MARGIN
I	A-	/A3 (or higher)	85.0 bps	— bps
II	BBB+	/Baa1	90.0 bps	— bps
III	BBB	/Baa2	100.0 bps	— bps
IV	BBB-	/Baa3	125.0 bps	25.0 bps

V	<BBB- /Baa3	165.0 bps	65.0 bps

Effective February 10, 2023 upon entering into the BMO First Amendment, the base rate means, meant, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as publicly announced from time to time by the administrative agent as its "prime commercial rate", (ii) the Federal Funds Rate plus $1\frac{1}{2}$ of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 1.00%. If the base rate is being used because SOFR is not able to be determined, base rate is the greater of clauses (i) and, (ii) and (iv). Effective February 21, 2024 upon entering into the BMO Second Amendment, the base rate was amended to mean, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as publicly announced from time to time by the administrative agent as its "prime commercial rate", (ii) the Federal Funds Rate plus $\frac{1}{2}$ of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 6.00%. If the base rate is being used because SOFR is not able to be determined, base rate is the greater of clauses (i) and, (ii) and (iv). Prior to February 10, 2023, base rate meant, for any day, a fluctuating rate per annum equal to the highest of: (i) the bank's prime rate for such day, (ii) the Federal Funds Rate for such day, plus 0.50%, and (iii) the one-month LIBOR based rate for such day plus 1.00%.

As of December 31, 2022 December 31, 2023, the Company's credit rating interest rate on the BMO Term Loan was 8.47% per annum. The weighted average variable interest rate on all amounts outstanding under the BMO Term Loan from Moody's Investors Service February 8, 2023, which is when the Company terminated its outstanding interest rate swaps applicable to the BMO Term Loan as described below, through December 31, 2023 was Ba1, approximately 8.11% per annum.

Although the interest rate on the BMO Term Loan is currently variable under the BMO Credit Agreement, the Company we previously fixed the base LIBOR interest rate by entering into interest rate swap transactions. On August 26, 2013, the Company we entered into an ISDA Master Agreement with Bank of Montreal that fixed the base LIBOR interest rate on the BMO Term Loan at 2.32% per annum, which matured on August 26, 2020. On February 20, 2019, the Company we entered into ISDA Master Agreements with a group of banks that fixed the base LIBOR interest rate on the BMO Term Loan at 2.39% per annum for the period beginning on August 26, 2020 and ending January 31, 2024. Accordingly, based upon the Company's our credit rating, as of December 31, 2022, the effective interest rate on the BMO Term Loan was 4.04% per annum. On June 4, 2021, the Company we paid approximately \$0.6 million to terminate the portion of the interest rate swap on tranche A, which was scheduled to mature on November 30, 2021. On February 8, 2023, we terminated all remaining interest rate swaps applicable to the BMO Term Loan and, on February 10, 2023, we received an aggregate of approximately \$4.3 million as a result of such terminations.

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The BMO Credit Agreement contains customary affirmative and negative covenants for credit facilities of this type, including limitations with respect to indebtedness, liens, investments, mergers and acquisitions, disposition of assets, use of net cash proceeds from the disposition of property, assets and equity issuances, mandatory prepayments, the requirement to have certain subsidiaries provide guarantees, the requirement to pledge our equity interests in certain subsidiaries as collateral, changes in business, certain restricted payments, and repurchases and redemptions of the Company's our common stock; stock, going concern qualifications to our financial statements; and the requirement to have subsidiaries provide a guaranty in the event that they incur recourse indebtedness statements, and transactions with affiliates. In addition, the BMO Credit Agreement also restricts the Company's our ability to make quarterly dividend distributions that exceed \$0.01 per share of the Company's our common stock; provided, however, that notwithstanding such restriction, the Company is we are permitted to make dividend distributions based on the Company's our good faith estimate of projected or estimated taxable income or otherwise as necessary to retain the Company's our status as a real estate investment trust, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which the Company we would otherwise be subject. The BMO Credit Agreement also contains financial covenants that require the Company us to maintain a minimum tangible net worth, a maximum leverage ratio, a maximum secured leverage ratio, a maximum secured recourse leverage ratio, a minimum fixed charge coverage ratio, a maximum

unencumbered leverage ratio, and minimum unsecured interest coverage. We were in compliance with the BMO Term Loan financial covenants as of December 31, 2023.

The BMO Credit Agreement provides for customary events of default with corresponding grace periods, including failure to pay any principal or interest when due, certain cross defaults and a change in control of the Company (as defined in the BMO Credit Agreement). In the event of a default by the Company, us, the administrative agent may, and at the request of the requisite number of lenders shall, declare all obligations under the BMO Credit Agreement immediately due and payable, terminate the lenders' commitments to make loans under the BMO Credit Agreement, and enforce any and all rights of the lenders or administrative agent under the BMO Credit Agreement and related documents. For certain events of default related to bankruptcy, insolvency, and receivership, the commitments of lenders will be automatically terminated and all of our outstanding obligations will become immediately due and payable.

BofA Term Loan

As of February 21, 2024, we have a term loan borrowing in the amount of approximately \$67.3 million, which we refer to as the BofA Term Loan, with Bank of America, N.A. as administrative agent, and other lending institutions party thereto that matures on April 1, 2026. Prior to February 21, 2024, we referred to the BofA Term Loan as the BofA Revolver. On February 21, 2024, we entered into a Second Amendment to Credit Agreement with the lending institutions party thereto, which we refer to as the BofA Second Amendment. The BofA Second Amendment amended the Credit Agreement dated January 10, 2022, which we refer to as the Original BofA Credit Agreement, as amended by the First Amendment to Credit Agreement dated February 10, 2023, which we refer to as the BofA First Amendment, to, among other things: (1) extend the maturity date from October 1, 2024 to April 1, 2026; (2) convert borrowings from being either revolving loans or letters of credit to a term loan; (3) change the interest rate from 300 basis points over SOFR to 300 basis points over SOFR with a floor on SOFR of 500 basis points; (4) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR will permanently increase by 100 basis points from 300 basis points to 400 basis points; (5) require mandatory prepayments of the BMO Term Loan, the BofA Term Loan and the Senior Notes with net cash proceeds from the disposition of property, assets and equity issuances as follows: ((a) 25.55556% to the BMO Term Loan; (b) 20.00000% to the BofA Term Loan; (c) 44.44444% to the Senior Notes; and (d) the remaining 10% to be retained by us; (6) require that, within 90 days of the February 21, 2024 effective date of the BofA Second Amendment, certain of our subsidiaries guarantee the BofA Term Loan; (7) require that, within 90 days of the February 21, 2024 effective date of the BofA Second Amendment, we pledge our equity interests in certain of our subsidiaries as collateral for the BofA Term Loan; (8) reduce our minimum fixed charge coverage ratio from 1.50x to 1.25x; and (9) reduce our minimum unsecured interest coverage ratio from 1.75x to 1.25x. We refer to the Original BofA Credit Agreement, as amended by the BofA First Amendment and the BofA Second Amendment, as the BofA Credit Agreement.

Prior to entering into the BofA Second Amendment on February 21, 2024, borrowings made under the BofA Revolver could be revolving loans or letters of credit, the combined sum of which could not exceed \$150 million outstanding at any time. On February 10, 2023, we borrowed \$40.0 million under the BofA Revolver to repay a portion of the BMO Term Loan. Effective October 1, 2023, availability under the BofA Revolver was reduced to \$125 million.

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will be automatically terminated and all outstanding obligations of the Company will become immediately due and payable. We were in compliance with the BMO Term Loan financial covenants as of December 31, 2022.

BofA Revolver

On February 10, 2023, the Company entered into a First Amendment to Credit Agreement with Bank of America, N.A., as administrative agent, a letter of credit issuer and a lender ("BofA"), and the other lending institutions party thereto (the "BofA First Amendment"), for a revolving line of credit for borrowings, at the Company's election, of up to \$150 million (the "BofA Revolver"). The BofA First Amendment amended the Credit Agreement dated January 10, 2022 (as amended by the BofA First Amendment, the "BofA Credit Agreement") among the Company and the lending institutions party thereto to, among other things, extend the maturity date from January 12, 2024 to October 1, 2024, reduce availability for borrowings, at the Company's election, from up to \$237.5 million to up to \$150 million, and to change the interest rate from a number of basis points over SOFR depending on the Company's credit rating to 300 basis points over SOFR. Borrowings made under the BofA Revolver may be revolving loans or letters of credit, the combined sum of which may not exceed \$150 million outstanding at any time. Effective October 1, 2023, availability under the BofA Revolver will be reduced to \$125 million and, effective April 1, 2024, availability under the BofA Revolver will be further reduced to \$100 million. As of December 31, 2022 December 31, 2023, there were borrowings of \$48.0 million \$90 million drawn and outstanding under the BofA Revolver. As On February 21, 2024, as part of February 10, 2023, there were borrowings the BofA Second Amendment, we repaid an approximately \$22.7 million portion of \$105 million drawn and the BofA Revolver so that approximately \$67.3 million remains outstanding under the BofA Revolver, which borrowings include \$40.0 million that the Company borrowed on February 10, 2023 to repay a portion of the BMO Term Loan. Borrowings made pursuant to the BofA Revolver may be borrowed, repaid and reborrowed from time to time until the maturity date on October 1, 2024. Loan.

Effective February 10, 2023 upon entering into the BofA First Amendment, interest on the BofA Revolver bears interest at was 300 basis points over either (i) the daily simple SOFR, plus an adjustment of 0.11448%, or (ii) one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively. In addition, under certain circumstances, such as if SOFR was is not able to be determined, the BofA Revolver will would have instead bear bore interest at 200 basis points over the base rate. Effective February 21, 2024 upon entering into the BofA Second Amendment, interest on the BofA Term Loan was amended to mean 300 basis points over either (i) the daily simple SOFR, plus an adjustment of 0.11448%, or (ii) one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively, with a floor on SOFR of 5.00%. In addition, effective February 21, 2024 upon entering into the BofA Second Amendment, under certain circumstances, such as if SOFR is not able to be determined, the BofA Term Loan bears interest at 200 basis points over the base rate with a floor on the base rate of 600 basis points. In addition, effective February 21, 2024 upon entering into the BofA Second Amendment, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR will permanently increase by 100 basis points from 300 basis points to 400 basis points in the case of SOFR, and from 200 basis points to 300 basis points in the case of the base rate.

Prior to February 10, 2023, borrowings under the BofA Revolver bore interest at a margin over either (i) the daily simple SOFR, plus an adjustment of 0.11448%, or (ii) one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively. In addition, under certain circumstances, such as if SOFR is was not able to be determined, the BofA Revolver will instead bear bore interest at a margin over a specified base rate. Prior to February 10, 2023, the margin over SOFR or, if applicable, the base rate, varied depending on the Company's our leverage ratio (1.750% over SOFR and 0.750% over the base rate at December 31, 2022). Effective February 10, 2023 upon entering into the BofA First Amendment, the Company is also we were obligated to pay an annual facility fee on the unused portion of the BofA Revolver at the rate of 0.350% per annum and, if applicable, letter of credit fees. Effective February 21, 2024 upon entering into the BofA Second Amendment, those fees no longer apply. Prior to February 10, 2023, the Company was we were also obligated to pay an annual facility fee and, if applicable, letter of credit fees in amounts that were also based on the Company's our leverage ratio. The previous facility fee was assessed against the aggregate amount of lender commitments regardless of usage (0.350% at December 31, 2022). Prior to February 10, 2023, the actual amount of the facility fee, any letter of credit fees, and the margin over SOFR or the base rate was determined based on the per annum percentages in the following grids:

Level	Leverage Ratio	Daily SOFR Rate Loans, Term SOFR Loans and Letter of Credit Fees	Facility Fee	Base Rate Loans
I	< 35.00%	1.550%	0.300%	0.550%
II	≥ 35.00% - < 40.00%	1.650%	0.300%	0.650%
III	≥ 40.00% - < 45.00%	1.750%	0.350%	0.750%
IV	≥ 45.00% - < 50.00%	1.950%	0.350%	0.950%
V	≥ 50.00% - < 55.00%	2.150%	0.350%	1.150%
VI	≥ 55.00%	2.350%	0.400%	1.350%

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Prior to February 10, 2023 February 21, 2024, in the event that the Company was assigned an investment grade credit rating, the Company had a one-time right to elect to convert to a different, credit-based pricing grid with the following per annum percentages:

Level	Credit Rating	Daily SOFR Rate Loans, Term SOFR Loans and Letter of Credit Fees	Facility Fee	Base Rate Loans
I	A-/A3 (or higher)	0.725%	0.125%	0.000%
II	BBB+/Baa1	0.775%	0.150%	0.000%
III	BBB/Baa2	0.850%	0.200%	0.000%
IV	BBB-/Baa3	1.050%	0.250%	0.050%
V	<BBB-/Baa3	1.400%	0.300%	0.400%

Base base rate means, meant, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as publicly announced from time to time by the administrative agent as its "prime rate", (ii) the Federal Funds Rate plus 1/2 of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 1.00%. If the base rate is being used because SOFR is not able to be determined, base rate is the greater of clauses (i), (ii) and (iv). Effective February 21, 2024 upon entering into the BofA Second Amendment, base rate was amended to mean, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as publicly announced from time to time by the administrative agent as its "prime rate", (ii) the Federal Funds Rate plus 1/2 of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 6.00%. If the base rate is being used because SOFR is not able to be determined, base rate is the greater of clauses (i), (ii) and (iv).

Based upon the Company's credit rating, as As of December 31, 2022 December 31, 2023, the interest rate on the BofA Revolver was 6.22% 8.47% per annum. The weighted average variable interest rate on all amounts outstanding under the BofA Revolver through December 31, 2022 December 31, 2023 was approximately 2.52% 8.05% per annum.

The BofA Credit Agreement contains customary affirmative and negative covenants for credit facilities of this type, including limitations with respect to indebtedness, liens, investments, mergers and acquisitions, disposition of assets, use of net cash proceeds from the disposition of property, assets and equity issuances, mandatory prepayments, the requirement to have certain subsidiaries provide guarantees, the requirement to pledge our equity interests in certain subsidiaries as collateral, changes in business, certain restricted payments, use of proceeds, the amount of cash and cash equivalents that the Company can have on its balance sheet after giving effect to an advance under the BofA Revolver, and repurchases and redemptions of the Company's our common stock, going concern qualifications to our financial statements, and the requirement to have subsidiaries provide a guaranty in the event that they incur recourse indebtedness and transactions with affiliates. In addition, the BofA Credit Agreement also restricts our ability to make quarterly dividend distributions that exceed \$0.01 per share of our common stock; provided, however, that notwithstanding such restriction, we are permitted to make dividend

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distributions based on our good faith estimate of projected or estimated taxable income or otherwise as necessary to retain our status as a real estate investment trust, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which we would otherwise be subject. The BofA Credit Agreement also contains financial covenants that require the Company us to maintain a minimum tangible net worth, a maximum leverage ratio, a maximum secured leverage ratio, a maximum secured recourse leverage ratio, a minimum fixed charge coverage ratio, a maximum unencumbered leverage ratio, and a minimum unsecured interest coverage ratio. The BofA Credit Agreement also restricts the Company's ability to make quarterly dividend distributions that exceed \$0.01 per share of the Company's common stock; provided, however, that notwithstanding such restriction, the Company is permitted to make dividend distributions based on the Company's good faith estimate of projected or estimated taxable income or otherwise as necessary to retain the Company's status as a real estate investment trust, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which the Company would otherwise be subject. The Company was coverage. We were in compliance with the BofA Revolver Term Loan financial covenants as of December 31, 2022 December 31, 2023.

The BofA Credit Agreement provides for customary events of default with corresponding grace periods, including failure to pay any principal or interest when due, failure to comply with the provisions of the BofA Credit Agreement, certain cross defaults and a change in control of the Company (as defined in the BofA Credit Agreement). In the event of a default by us, the Company, BofA, in its capacity as administrative agent may, and at the request of the requisite number of lenders shall, declare all obligations under the BofA Credit Agreement immediately due and payable and enforce any and all rights of the lenders or BofA under the BofA Credit Agreement and related documents. For certain events of default related to bankruptcy, insolvency, and receivership, all of our outstanding obligations of the Company will become immediately due and payable.

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The Company may use the net proceeds of the BofA Revolver for permitted investments and for working capital and other general business purposes, including for building improvements, tenant improvements and leasing commissions, in each case to the extent permitted under the BofA Credit Agreement.

Former BofA Credit Facility

On July 21, 2016, the Company we entered into a First Amendment, (the "BofA which we refer to as the Former BofA First Amendment"), Amendment, and on October 18, 2017, the Company we entered into a Second Amendment, (the "BofA which we refer to as the Former BofA Second Amendment"), Amendment, to the Second Amended and Restated Credit Agreement dated October 29, 2014 among the Company, with the lending institutions party thereto and BofA, Bank of America, N.A., as administrative agent, L/C Issuer and Swing Line Lender, (as which, as amended by the Former BofA First Amendment and the Former BofA Second Amendment, we refer to as the "Former Former BofA Credit Facility") Facility, that continued an existing unsecured revolving line of credit, (the "Former which we refer to as the Former BofA Revolver") Revolver, and an existing a term loan, (the "Former which we refer to as the Former BofA Term Loan"). Loan. Effective simultaneously with the closing of the Former BofA Credit Agreement Facility on January 10, 2022, the Company we delivered a notice to BofA terminating the aggregate lender commitments under the Former BofA Revolver in their entirety. There were no amounts drawn on the Former BofA Revolver as of December 31, 2021 and January 10, 2022.

Former BofA Revolver Highlights

- The Former BofA Revolver was terminated at the Company's election effective January 10, 2022.
- As of December 31, 2021 and January 10, 2022, there were no borrowings under the Former BofA Revolver.

The Former BofA Revolver bore interest at either (i) a margin over LIBOR depending on the Company's **our** credit rating (1.550% over LIBOR at December 31, 2021) or (ii) a margin over the base rate depending on the Company's **our** credit rating (0.550% over the base rate at December 31, 2021). The Former BofA Credit Facility also obligated the Company **us** to pay an annual facility fee in an amount that **is was** also based on the Company's **our** credit rating. The facility fee was assessed against the total amount of the Former BofA Revolver, or \$600 million (0.30% at December 31, 2021). The amount of any applicable facility fee, and the margin over LIBOR rate or base rate was determined based on the Company's **our** credit rating pursuant to a pricing grid.

For purposes of the Former BofA Credit Facility, base rate meant, for any day, a fluctuating rate per annum equal to the highest of: (i) the bank's prime rate for such day, (ii) the Federal Funds Rate for such day, plus 0.50%, and (iii) the one month LIBOR based rate for such day plus 1.00%. As of December 31, 2021, the Company's **our** credit rating from Moody's Investors Service was Ba1.

As of December 31, 2021 and during 2022, there were no borrowings under the Former BofA Revolver. The weighted average interest rate on all amounts outstanding on the Former BofA Revolver during the year ended December 31, 2021 was approximately 1.33% per annum.

Former BofA Term Loan Highlights

- The Former BofA Term Loan was repaid in its entirety on September 6, 2022.

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- The original principal amount of the Former BofA Term Loan was \$400 million. On September 30, 2021, the Company **we** repaid a \$90 million portion and on October 25, 2021, the Company **we** repaid a \$200 million portion of the Former BofA Term Loan and incurred a loss on extinguishment of debt of \$0.7 million related to unamortized deferred financing costs. On September 6, 2022, the Company **we** prepaid the remaining \$110 million balance of the Former BofA Term Loan in full and incurred a loss of extinguishment of debt of \$0.1 million related to unamortized deferred financing costs.
- If the Company **we** had not prepaid the Former BofA Term Loan in full on September 6, 2022, the Former BofA Term Loan would have matured on January 12, 2023.

The Former BofA Term Loan bore interest at either (i) a margin over LIBOR depending on the Company's **our** credit rating (1.75% over LIBOR at the date of repayment on September 6, 2022) or (ii) a margin over the base rate depending on the Company's **our** credit rating (0.750% over the base rate at the date of repayment on September 6, 2022).

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The margin over LIBOR rate or base rate was determined based on the Company's credit rating pursuant to a pricing grid.

For purposes of the Former BofA Credit Facility, base rate meant, for any day, a fluctuating rate per annum equal to the highest of: (i) the bank's prime rate for such day, (ii) the Federal Funds Rate for such day, plus 0.50%, and (iii) the one month LIBOR based rate for such day plus 1.00%. At the date of repayment on September 6, 2022, the Company's credit rating from Moody's Investors Service was Ba1.

The interest rate on the Former BofA Credit Facility was variable through the date of repayment on September 6, 2022. Previously the Company had fixed the base LIBOR interest rate on the Former BofA Term Loan by entering into interest rate swap transactions. On July 22, 2016, the Company entered into ISDA Master Agreements with a group of banks that fixed the base LIBOR interest rate on the Former BofA Term Loan at 1.12% per annum for the period beginning on September 27, 2017 and ended on September 27, 2021. The weighted average variable interest rate on all amounts outstanding under the Former BofA Term Loan through the date of repayment on September 6, 2022 was approximately 2.65% per annum. Based upon the Company's credit rating, as of December 31, 2021, the interest rate on the Former BofA Term Loan was 1.84% per annum. The weighted average variable interest rate on all amounts outstanding under the Former BofA Term Loan after the expiration of the interest rate swaps, on September 27, 2021, during the period from September 28 through December 31, 2021, was approximately 1.85% per annum.

Senior Notes

As of February 21, 2024, we have senior notes in the aggregate principal amount of approximately \$149.6 million, which we refer to as the Senior Notes, that mature on April 1, 2026. The Senior Notes consist of (i) Series A Senior Notes due April 1, 2026 in an aggregate principal amount of approximately \$86.8 million, which we refer to as the Series A Notes, and (ii) Series B Senior Notes due April 1, 2026 in the aggregate principal amount of approximately \$62.8 million, which we refer to as the Series B Notes. On October 24, 2017 February 21, 2024, the Company entered into a note purchase agreement (the "Note First Amendment to Note Purchase Agreement") with Agreement, which we refer to as the various purchasers named therein (the "Purchasers") in connection with a private placement of senior unsecured notes. Under NPA First Amendment. The NPA First Amendment amended the Note Purchase Agreement dated October 24, 2017, which we refer to as the Company Original Note Purchase Agreement, to, among other things: (1) extend the maturity date of the Series A Notes from December 20, 2024 to April 1, 2026; (2) shorten the maturity date of the Series B Notes from December 20, 2027 to April 1, 2026; (3) increase the interest rate applicable to the Series A Notes from 4.49% per annum to 8.00% per annum; (4) increase the interest rate applicable to the Series B Notes from 4.76% per annum to 8.00% per annum; (5) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the per annum interest rates applicable to the Series A Note and the Series B Notes will permanently increase by 1.00% from 8.00% per annum to 9.00% per annum; (6) require mandatory prepayments of the BMO Term Loan, the BofA Term Loan and the Senior Notes with net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the BMO Term Loan; (b) 20.00000% to the BofA Term Loan; (c) 44.44444% to the Senior Notes; and (d) the remaining 10% to be retained by us; (7) require that, within 90 days of the February 21, 2024 effective date of the NPA First Amendment, certain of our subsidiaries guarantee the Senior Notes; (8) require that, within 90 days of the February 21, 2024 effective date of the NPA First Amendment, we pledge our equity interests in certain of our subsidiaries as collateral for the Senior Notes; and (9) conform all financial covenants and negative covenants in the Note Purchase Agreement with the BofA Credit Agreement and the BMO Credit Agreement. We refer to the Original Note Purchase Agreement, as amended by the NPA First Amendment, as the Note Purchase Agreement.

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Under the Original Note Purchase Agreement, we agreed to sell to the Purchasers purchasers party thereto an aggregate principal amount of \$200,000,000 of senior unsecured notes consisting of (i) Series A Senior Notes due December 20, 2024 in an aggregate principal amount of \$116 million (the "Series A Notes") and (ii) Series B Senior Notes due December 20, 2027 in an aggregate principal amount of \$84 million (the "Series B Notes," and, together with the Series A Notes, the "Senior Notes"). On December 20, 2017, the Senior Notes were funded and proceeds were used to reduce the outstanding balance of the Former BofA Revolver.

The Senior Notes bear interest depending on On February 21, 2024, as part of the Company's credit rating. As NPA First Amendment, we repaid an approximately \$29.2 million portion of December 31, 2022, the Series A Notes bear interest at 4.49% per annum and so that approximately \$86.8 million of the Series A Notes remains outstanding. In addition, on February 21, 2024, as part of the NPA First Amendment, we repaid an approximately \$21.2 million portion of the Series B Notes bear interest at 4.76% per annum, so that approximately \$62.8 million of the Series B Notes remains outstanding.

The Note Purchase Agreement contains customary affirmative and negative covenants, including limitations with respect to indebtedness, liens, investments, mergers and acquisitions, disposition of assets, use of net cash proceeds from the disposition of property, assets and equity issuances, mandatory prepayments, the requirement to have certain subsidiaries provide guarantees, the requirement to pledge our equity interests in certain subsidiaries as collateral, changes in business, certain restricted payments, repurchases and redemptions of our common stock, going concern qualifications to our financial statements, transactions with affiliates, certain restrictions on severance, retention and similar arrangements applicable to our executive officers, and real estate investment trust compliance requirements. In addition, the Note Purchase Agreement also restricts our ability to make quarterly dividend distributions that exceed \$0.01 per share of our common stock; provided, however, that notwithstanding such restriction, we are permitted to make dividend distributions based on our good faith estimate of projected or estimated taxable income or otherwise as necessary to retain our status as a real estate investment trust, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which we would otherwise be subject. The Note Purchase Agreement also contains financial covenants including that require us to maintain a minimum tangible net worth, a maximum leverage ratio, a maximum secured leverage ratio, a maximum secured recourse leverage ratio, a minimum fixed charge coverage ratio, and a maximum unencumbered leverage ratio. The Note Purchase Agreement also contains restrictive covenants that, among other things, restrict the ability of the Company and its subsidiaries to enter into transactions with affiliates, merge, consolidate, create liens, make certain restricted payments, enter into certain agreements or prepay certain indebtedness. Such financial and restrictive covenants are substantially similar to the corresponding covenants contained in the BofA Credit Agreement and the BMO Credit Agreement. The Senior Notes financial covenants require, among other things, the maintenance of a fixed charge coverage ratio of at least 1.50; a maximum leverage ratio, and an minimum unsecured leverage ratio of no more than 60% (65% if there interest coverage. We were a significant acquisition for a short period of time). In addition, in compliance with the Note Purchase Agreement provides that the Note Purchase Agreement will automatically incorporate additional financial and other specified covenants (such as limitations on investments and distributions) that are effective from time to time under the existing credit agreements, other material indebtedness or certain other private placements of debt of the Company and its subsidiaries. December 31, 2023.

The Note Purchase Agreement contains customary events of default, including payment defaults, cross defaults with certain other indebtedness, breaches of covenants and bankruptcy events. In the case of an event of default, the Purchasers purchasers may, among other remedies, accelerate the payment of all obligations. We were in compliance with the Senior Notes financial covenants as of December 31, 2022.

Equity Offering

From time to time, we may issue debt securities, common stock, preferred stock or depository shares under a registration statement to fund the acquisition of additional properties, to pay down any existing debt financing and for other corporate purposes.

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Stock Repurchases

On June 23, 2021, we announced that our Board of Directors had authorized the repurchase of up to \$50 million of the Company's common stock from time to time in the open market, privately negotiated transactions or other manners as permitted by federal securities laws. The repurchase authorization may be suspended or discontinued at any time. On February 10, 2023, we disclosed in a Current Report on Form 8-K that our Board of Directors had discontinued the repurchase authorization.

Contingencies

As of **December 31, 2022** **December 31, 2023**, the Sponsored REIT Loan had \$24 million principal amount outstanding. The Sponsored REIT Loan is secured by a mortgage on the underlying property and has a current term of less than one year. We anticipate that the Sponsored REIT Loan will be repaid through cash flow from property operations or sale of the underlying property, although the actual amount and timing of any repayment is uncertain and will likely depend on prevailing market conditions at the time of any such sale.

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We may be subject to various legal proceedings and claims that arise in the ordinary course of our business. Although occasional adverse decisions (or settlements) may occur, we believe that the final disposition of such matters will not have a material adverse effect on our financial position or results of operations.

Related Party Transactions

To the extent permitted by the BofA Credit Agreement, we intend to draw on the BofA Revolver in the future for a variety of corporate purposes, including for the Sponsored REIT Loan as described below.

Loan to Sponsored REIT

Sponsored REIT Loan

The Sponsored REIT Loan is secured by a mortgage on the underlying property and has a current term of less than one year. We anticipate that the Sponsored REIT Loan will be repaid through cash flow from property operations or sale of the underlying property, although the actual amount and timing of any repayment is uncertain and will likely depend on prevailing market conditions at the time of any such sale.

The Sponsored REIT Loan subjects us to credit risk. However, we believe that our position as asset manager of the Sponsored REIT helps mitigate that risk by providing us with unique insight and the ability to rely on qualitative analysis of the Sponsored REIT. **Before making the Sponsored REIT Loan, we considered a variety of subjective factors, including the quality of the underlying real estate, leasing, the financial condition of the Sponsored REIT and local and national market conditions. These factors are subject to change and we do not apply a formula or assign relative weights to the factors. Instead, we make a subjective determination after considering such factors collectively.**

Additional information about the Sponsored REIT Loan outstanding as of **December 31, 2022**, including a summary table of the **Sponsored REIT Loan, December 31, 2023** is incorporated herein by reference to Note 3, "Related Party Transactions and Investments in Non-Consolidated Entities - Management fees and interest income from loans", in the Notes to Consolidated Financial Statements included in this report.

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Other Considerations

We generally pay the ordinary annual operating expenses of our owned and consolidated properties from the rental revenue generated by the properties. For the years three and twelve months ended December 31, 2022 December 31, 2023 and 2021, 2022, respectively, the rental income exceeded the expenses for each individual property, with the exception of Monument Circle for the three and twelve months ended December 31, 2023 and Pershing Park for the year three and twelve months ended December 31, 2022.

Monument Circle has approximately 214,000 square feet of rentable space comprised of both office and street level retail space. The office component comprises approximately 95% of the rentable space and had been net leased to a single corporate tenant, through December 31, 2018. The retail component comprises the remaining approximately 5% of the property's rentable space. Monument Circle had approximately \$70,000 of rental income and \$293,000 of operating expenses for the three months ended December 31, 2021 December 31, 2023, all related to the retail component. Monument Circle had approximately \$277,000 of rental income and \$1,123,000 of operating expenses for the twelve months ended December 31, 2023, and was 4.1% leased to two retail tenants as of December 31, 2023.

Pershing Park has approximately 160,000 square feet of rentable space, which was 12.4% leased at June 30, 2021 due to a large tenant departure on May 31, 2021. During the three months ended September 30, 2021, we signed a lease with a new tenant. During the three months ended March 31, 2022, we signed an expansion of space with that same tenant. The new lease inclusive of the expansion space is for approximately 101,000 square feet and has commenced. feet. Pershing Park had approximately \$1,977,000 of rental income and \$2,269,000 of operating expenses for the year ended December 31, 2022, and was 79.2% leased as of December 31, 2022. The property had \$125,000 of rental income and \$489,000 of operating expenses for the three months ended December 31, 2021.

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Rental Income Commitments

Our commercial real estate operations include the leasing of office buildings subject to leases with terms greater than one year. The leases thereon expire at various dates through 2037. Approximate undiscounted cash flows of rental income from non-cancelable operating leases as of December 31, 2022 December 31, 2023 is:

(in thousands)	Year ending December 31,	Year ending December 31,
2023	\$ 98,712	
2024	90,567	\$ 86,936
2025	77,525	78,662
2026	66,597	70,489
2027	56,357	60,660
Thereafter (2028-2037)	220,931	
2028		54,527
Thereafter (2029-2037)		162,594
	<u>\$ 610,689</u>	<u>\$513,868</u>

Contractual Obligations

The following table sets forth our contractual obligations as of **December 31, 2022** **December 31, 2023**:

Contractual Obligations	Payment due by period (in thousands)							Payment due by period (in thousands)						
	Total	2023	2024	2025	2026	2027	Thereafter	Total	2024	2025	2026	2027	2028	Thereafter
BofA Revolver (1) (2)	\$ 51,923	\$ 3,818	\$ 48,105	\$ —	\$ —	\$ —	\$ —							
BofA Revolver (1) (2) (4)								\$ 95,837	\$ 95,837	\$ —	\$ —	\$ —	\$ —	\$ —
BMO Term Loan Tranche B (3) (4)	172,232	6,666	165,566	—	—	—	—	122,338	122,338	—	—	—	—	—
Series A Notes (3)	126,274	5,208	121,066	—	—	—	—							
Series B Notes (3)	103,870	3,998	3,998	3,998	3,998	87,878	—							
Series A Notes (3) (4)								121,066	121,066	—	—	—	—	—
Series B Notes (3) (4)								99,872	3,998	3,998	3,998	87,878	—	—
Operating Lease	787	447	340	—	—	—	—	340	340	—	—	—	—	—
Total	\$455,086	\$20,137	\$339,075	\$3,998	\$3,998	\$87,878	\$ —	\$439,453	\$343,579	\$3,998	\$3,998	\$87,878	\$ —	\$ —

(1) Amounts include principal and interest payments.

(2) Amounts reflect a facility fee calculated as 0.35% of the **\$237.5 million** **\$125 million** available to be drawn.

(3) Amounts include principal and interest payments.

(4) **The BMO Debt obligations presented in this table are as of December 31, 2023 and do not reflect subsequent amendments that were entered into effective February 21, 2024 or the BofA Term Loan has an interest rate swap with an effective interest rate of 4.04% per annum as of December 31, 2022, which was used for estimating interest, replacing the BofA Revolver.**

The operating lease in the table above consists of our lease of corporate office space, which commenced September 1, 2010, and was amended on October 25, 2016. The amended lease expires on September 30, 2024 **and has one five year renewal option.** The lease includes a base annual rent and additional rent for our share of taxes and operating costs.

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As of December 31, 2022, the Sponsored REIT Loan had \$24 million of principal and \$2.3 million in accrued interest and exit fees outstanding. Additional information about our Sponsored REIT Loan outstanding as of December 31, 2022, including a summary table of our Sponsored REIT Loan, is incorporated herein by reference to Note 3, "Related Party Transactions and Investments in Non-Consolidated Entities - Management fees and interest income from loans", in the Notes to Consolidated Financial Statements included in this report.

Off-Balance Sheet Arrangements

Investments in Sponsored REITs

Previously we operated in the investment banking segment, and in December 2011, we discontinued those activities. The investment banking segment involved the structuring of real estate investments and broker/dealer services that included the organization of Sponsored sponsored REITs, the acquisition and development of real estate on behalf of Sponsored sponsored REITs and the raising of capital to equitize the Sponsored sponsored REITs through sale of preferred stock in private placements.

The Sponsored sponsored REITs own owned real estate, purchases of which were financed through the private placement of equity in those entities, typically through syndication. These Sponsored sponsored REITs are operated in a manner intended to qualify as real estate investment trusts. We earned fees related to the sale of preferred stock in the Sponsored sponsored REITs in these syndications. The Sponsored sponsored REITs issued both common stock and preferred stock. The common stock is owned by FSP Corp. Generally the preferred stock is owned by unaffiliated investors, however, we held an interest in preferred shares of two Sponsored sponsored REITs, which were liquidated during 2018. In addition, directors and officers of FSP Corp.,

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have from time to time invested in Sponsored sponsored REITs. Following consummation of the offerings, the preferred stockholders in each of the Sponsored sponsored REITs were entitled to 100% of the Sponsored sponsored REIT's cash distributions. Subsequent to the completion of the offering of preferred shares, except for the preferred stock we previously owned, we do not share in any of the Sponsored sponsored REIT's earnings, or any related dividend, and the common stock ownership interests have virtually no economic benefit or risk.

As a common stockholder, we have had no rights to the Sponsored a sponsored REIT's earnings or any related cash distributions. However, upon liquidation of a Sponsored sponsored REIT, we are were entitled to our percentage interest as a common stockholder in any proceeds remaining after the preferred stockholders have recovered their investment. Our common stock percentage interest in each Sponsored sponsored REIT is was less than 1%. The affirmative vote of the holders of a majority of the Sponsored sponsored REIT's preferred

stockholders **is was** required for any actions involving merger, sale of property, amendment to charter or issuance of additional capital stock. In addition, all of the **Sponsored sponsored** REITs **allow allowed** the holders of more than 50% of the outstanding preferred shares to remove (without cause) and replace one or more members of that **Sponsored sponsored** REIT's board of directors.

We previously acquired a preferred stock interest in three **Sponsored sponsored** REITs, including one that sold the property owned by it on September 24, 2018, one that sold the property owned by it on July 19, 2018 and one that sold the property owned by it on December 20, 2012 and each made a liquidating distribution to us; and one we acquired on May 15, 2008 by cash merger and another we acquired on **April 30, 2006 April 30, 2006** by merger. As a result of our common stock interest and during the period we owned our preferred stock interests in the remaining two **Sponsored sponsored** REITs, we exercised influence over, but did not control these entities. These preferred share investments were accounted for using the equity method. Under the equity method of accounting our cost basis was adjusted by our share of the **Sponsored sponsored** REITs' operations and distributions received. We also agreed to vote our preferred shares in any matter presented to a vote by the stockholders of these **Sponsored sponsored** REITs in the same proportion as shares voted by other stockholders of the **Sponsored sponsored** REITs.

At **December 31, 2022 December 31, 2023, 2021 2022** and **2020, 2021**, we held a common stock interest in 1, **21** and 2 **Sponsored sponsored** REITs, respectively, all of which were fully syndicated and in which we do not share economic benefit or risk.

As of **December 31, 2022 December 31, 2023**, the Sponsored REIT Loan had \$24 million principal amount outstanding. Additional information about the Sponsored REIT Loan as of **December 31, 2022, including a summary table of the Sponsored**

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REIT Loan, December 31, 2023 is incorporated herein by reference to Note 3, "Related Party Transactions and Investments in Non-Consolidated Entities - Management fees and interest income from loans", in the Notes to Consolidated Financial Statements included in this report.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Market Rate Risk

We are exposed to changes in interest rates primarily from our floating rate borrowing arrangements. We **use have used** interest rate derivative instruments to manage exposure to interest rate changes. As of **December 31, 2022 December 31, 2023** and **December 31, 2021 December 31, 2022**, if market rates on our outstanding borrowings under the BofA Revolver **were** subject to a floating rate increased by 10% at maturity, or approximately **85 and 62** basis points, **respectively**, over the current variable rate, the increase in interest expense would **decrease have decreased** future earnings and cash flows by approximately **\$0.8 million and \$0.3 million**. **Based upon our credit rating, the, respectively. The** interest rate on the BofA Revolver **as of December 31, 2023 was SOFR plus an adjustment of 0.11448% plus 300 basis points, or 8.47% per annum, and as of December 31, 2022 was SOFR plus an adjustment of 0.11448% plus 175 basis points, or 4.358% per annum. There was \$48.0 million \$90 million and \$48 million drawn on the BofA Revolver as of December 31, 2023 and December 31, 2022, respectively. We do not believe that the interest rate risk on the BofA Revolver is was material as of December 31, 2022 December 31, 2023.**

Although the interest rate on the BMO Term Loan is variable, the Company fixed the base LIBOR interest rate on the BMO Term Loan by entering into interest rate swap agreements. On February 20, 2019, the Company fixed the interest rate for the period beginning August 26, 2020 and ending January 31, 2024 on the BMO Term Loan with interest rate swap agreements (the "2019 BMO Interest Rate Swap"). **On June 4, 2021, the Company paid approximately \$0.6 million to terminate \$55 million in Notional Value on the 2019 BMO Interest Rate Swap, which**

was scheduled to mature on November 30, 2021. Accordingly, based upon our credit rating, as of December 31, 2022, the interest rate on the BMO Term Loan was 4.04% per annum. The fair value of these interest rate swaps are

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affected by changes in market interest rates. This interest rate swap was our only derivative instrument as of December 31, 2022. On February 8, 2023, we terminated all remaining outstanding interest rate swaps applicable to the BMO Term Loan and, on February 10, 2023, we received an aggregate of approximately \$4.3 million as a result of such terminations, of which approximately \$0.1 million related to interest receivable. As of December 31, 2023, if market rates on our outstanding borrowings under the BMO Term Loan were subject to a floating rate increased by 10% at maturity, or approximately 85 basis points over the current variable rate, the increase in interest expense would have decreased future earnings and cash flows by approximately \$1.0 million. The interest rate on the BMO Term Loan as of December 31, 2023 was SOFR plus an adjustment of 0.11448% plus 300 basis points, or 8.47% per annum.

The table below lists our derivative instrument, which is hedging variable cash flows related to interest on our BMO Term Loan as of December 31, 2022, December 31, 2023 and December 31, 2021 (in thousands):

(in thousands)	Notional	Strike	Effective	Expiration	Fair Value (1) at	
	Value	Rate	Date	Date	December 31, 2022	December 31, 2021
2019 BMO Interest Rate Swap	\$ 165,000	2.39 %	Aug-20	Jan-24	\$ 4,358	\$ (5,239)
(1) Classified within Level 2 of the fair value hierarchy.						

Our BMO Term Loan hedging transaction uses used derivative instruments that involve involved certain additional risks such as counterparty credit risk, the enforceability of hedging contracts and the risk that unanticipated and significant changes in interest rates will would cause a significant loss of basis in the contract. We require our derivatives contracts to be with counterparties that have investment grade ratings. As a result, we do did not anticipate that any counterparty will would fail to meet its obligations. However, there can be was no assurance that we will would be able to adequately protect against the foregoing risks or that we will would ultimately realize an economic benefit that exceeds the related amounts incurred in connection with engaging in such hedging strategies.

The Company's derivatives are recorded at fair value in other assets and liabilities in the consolidated balance sheets, the effective portion of the derivatives' fair value is recorded to other comprehensive income in the consolidated statements of other comprehensive income (loss).

The following table presents, as of December 31, 2022, December 31, 2023 our contractual variable rate borrowings under our BofA Revolver, which matures on January 12, 2024 had a maturity date of October 1, 2024, under our BMO Term Loan Tranche B, which matures on January

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31, 2024, October 1, 2024, under our Series A Notes, which mature on had a maturity date of December 20, 2024, and under our Series B Notes, which mature on had a maturity date of December 20, 2027. Because the table below is as of December 31, 2023, it does not reflect our contractual variable rate borrowings or changes in maturity dates as subsequently amended effective February 21, 2024.

	Payment due by period						
	(in thousands)						
	Total	2023	2024	2025	2026	2027	Thereafter
BofA Revolver	\$ 48,000	\$ —	\$ 48,000	\$ —	\$ —	\$ —	\$ —
BMO Term Loan Tranche B	165,000	—	165,000	—	—	—	—
Series A Notes	116,000	—	116,000	—	—	—	—
Series B Notes	84,000	—	—	—	—	84,000	—
Total	\$ 413,000	\$ —	\$ 329,000	\$ —	\$ —	\$ 84,000	\$ —

	Payment due by period						
	(in thousands)						
	Total	2024	2025	2026	2027	2028	Thereafter
BofA Revolver	\$ 90,000	\$ 90,000	\$ —	\$ —	\$ —	\$ —	\$ —
BMO Term Loan Tranche B	115,000	115,000	—	—	—	—	—
Series A Notes	116,000	116,000	—	—	—	—	—
Series B Notes	84,000	—	—	—	84,000	—	—
Total	\$ 405,000	\$ 321,000	\$ —	\$ —	\$ 84,000	\$ —	\$ —

Item 8. Financial Statements and Supplementary Data

The information required by this item is included in the financial pages following the Exhibit Index herein and incorporated herein by reference. Reference is made to the Index to Consolidated Financial Statements in Item 15 of Part IV.

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Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of **December 31, 2022** **December 31, 2023**. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of **December 31, 2022** **December 31, 2023**, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control Over Financial Reporting

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, the Company's principal executive and principal financial officer and effected by the Company's board of directors, management and other personnel, 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 and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;

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- 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
- 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. 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.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of **December 31, 2022** **December 31, 2023**. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework, 2013 framework.

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Based on our assessment, management concluded that, as of **December 31, 2022** **December 31, 2023**, the Company's internal control over financial reporting is effective based on those criteria.

Ernst & Young LLP, the independent registered public accounting firm that audited our financial statements included elsewhere in this annual report on Form 10-K, has issued an attestation report on our internal control over financial reporting as of **December 31, 2022** **December 31, 2023**. Please see page F-3.

Changes in Internal Control Over Financial Reporting

No change in our internal control over financial reporting occurred during the quarter ended **December 31, 2022** **December 31, 2023** that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Director and Officer Trading Arrangements

None of our directors or officers adopted or terminated a Rule 10b5-1 trading **None.** arrangement or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the fourth quarter of 2023.

Disclosure Pursuant to Item 1.01 of Form 8-K - Entry into a Material Definitive Agreement

On February 21, 2024, we entered into amendments to each of our existing term loan with Bank of Montreal, as administrative agent, and the other lending institutions party thereto, our existing revolving line of credit with Bank of America, N.A., as administrative agent, and the other lending institutions party thereto and our Series A Notes due December 20, 2024 and Series B Notes due December 20, 2027. As a result of these amendments, we changed the maturity dates of each to April 1, 2026 and repaid an aggregate of \$102 million of such debt, as further described below. In addition, the amendment to the revolving line of credit converted the revolving loan to a term loan, as also described further below.

BMO Term Loan

On February 21, 2024, we entered into a Second Amendment to Second Amended and Restated Credit Agreement (the "BMO Second Amendment") with Bank of Montreal, as administrative agent, and the other lending institutions party thereto to amend our existing term loan (as amended by the BMO Second Amendment, the "BMO Term Loan"). The BMO Second Amendment amended the Second Amended and Restated Credit Agreement dated September 27, 2018 among us and the lending institutions party thereto (the "Original BMO Credit Agreement"), as amended by the First Amendment to Second Amended and Restated Credit Agreement dated February 10, 2023 (the "BMO First Amendment") to, among other things: (1) extend the maturity date from October 1, 2024 to April 1, 2026; (2) change the interest rate from either 300 basis points over SOFR (Secured Overnight Financing Rate) or 200 basis points over the base rate to either 300 basis points over

SOFR with a floor on SOFR of 500 basis points or 200 basis points over the base rate with a floor on the base rate of 600 basis points; (3) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan (defined below) and the Senior Notes (defined below) exceeds \$200 million, the spread over SOFR or the base rate, as applicable, will permanently increase by 100 basis points, from 300 basis points to 400 basis points in the case of SOFR, and from 200 basis points to 300 basis points in the case of the base rate; (4) require mandatory prepayments of the BMO Term Loan, the BofA Term Loan (as defined below) and the Senior Notes (as defined below) with net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the BMO Term Loan; (b) 20.00000% to the BofA Term Loan; (c) 44.44444% to the Senior Notes; and (d) the remaining 10% to be retained by us; (5) require that, within 90 days of the February 21, 2024 effective date of the BMO Second Amendment, certain of our subsidiaries guarantee the BMO Term Loan; (6) require that, within 90 days of the February 21, 2024 effective date of the BMO Second Amendment, we pledge our equity interests in certain of our subsidiaries as collateral for the BMO Term Loan; (7) reduce our minimum fixed charge coverage ratio from 1.50x to 1.25x; and (8) reduce our minimum unsecured interest coverage ratio from 1.75x to 1.25x. We refer to the Original BMO Credit Agreement, as amended by the BMO First Amendment and the BMO Second Amendment, as the BMO Credit Agreement.

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The BMO Credit Agreement initially provided for an unsecured term loan borrowing in the amount of \$220 million. The BMO Term Loan initially consisted of a \$55 million tranche A term loan, which we repaid on June 4, 2021, and a \$165 million tranche B term loan. As of December 31, 2023, \$115 million was outstanding under the tranche B term loan. On February 21, 2024, as part of the BMO Second Amendment, we repaid an approximately \$29.0 million portion of the tranche B term loan so that approximately \$86.0 million remains outstanding.

Pursuant to the BMO Second Amendment, the BMO Term Loan bears interest at either (i) 300 basis points over one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively, with a floor on SOFR of 5.00% or (ii) 200 basis points over the base rate with a floor on the base rate of 6.00%. In addition, effective February 21, 2024 upon entering into the BMO Second Amendment, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR or the base rate, as applicable, will permanently increase by 100 basis points from 300 basis points to 400 basis points in the case of SOFR, and from 200 basis points to 300 basis points in the case of the base rate. Base rate means, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as publicly announced from time to time by the administrative agent as its "prime commercial rate", (ii) the Federal Funds Rate plus $\frac{1}{2}$ of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 6.00%. If the base rate is being used because SOFR is not able to be determined, the base rate shall be the greater of clauses (i) and, (ii) and (iv).

Certain of the lenders party to the BMO Second Amendment, and their respective affiliates, have performed, and may in the future perform for us and our subsidiaries, various commercial banking, investment banking, underwriting and other financial advisory services, for which they have received, and will receive, customary fees and expenses.

The BMO Second Amendment is attached to this Annual Report on Form 10-K as Exhibit 10.3. The foregoing summary of the BMO Second Amendment is qualified in its entirety by the complete text of the BMO Second Amendment.

BofA Term Loan

On February 21, 2024, we amended our revolving line of credit (the "BofA Revolver") (now known as the "BofA Term Loan") by entering into a Second Amendment to Credit Agreement with Bank of America, N.A., as administrative agent, and the other lending institutions party thereto (the "BofA Second Amendment"). The BofA Second Amendment amended the Credit Agreement dated January 10, 2022 (the "Original

BofA Credit Agreement”), as amended by the First Amendment to Credit Agreement dated February 10, 2023 (the “BofA First Amendment”), to, among other things: (1) extend the maturity date from October 1, 2024 to April 1, 2026; (2) convert borrowings from being either revolving loans or letters of credit to a term loan; (3) change the interest rate from 300 basis points over SOFR (Secured Overnight Financing Rate) to 300 basis points over SOFR with a floor on SOFR of 500 basis points; (4) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR will permanently increase by 100 basis points from 300 basis points to 400 basis points; (5) require mandatory prepayments of the BMO Term Loan, the BofA Term Loan and the Senior Notes with net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the BMO Term Loan; (b) 20.00000% to the BofA Term Loan; (c) 44.44444% to the Senior Notes; and (d) the remaining 10% to be retained by us; (6) require that, within 90 days of the February 21, 2024 effective date of the BofA Second Amendment, certain of our subsidiaries guarantee the BofA Term Loan; (7) require that, within 90 days of the February 21, 2024 effective date of the BofA Second Amendment, we pledge our equity interests in certain of our subsidiaries as collateral for the BofA Term Loan; (8) reduce our minimum fixed charge coverage ratio from 1.50x to 1.25x; and (9) reduce our minimum unsecured interest coverage ratio from 1.75x to 1.25x. We refer to the Original BofA Credit Agreement, as amended by the BofA First Amendment and the BofA Second Amendment, as the BofA Credit Agreement.

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As of December 31, 2023, there were borrowings of \$90 million drawn and outstanding under the BofA Revolver. On February 21, 2024, as part of the BofA Second Amendment, we repaid an approximately \$22.7 million portion of the BofA Revolver so that approximately \$67.3 million remains outstanding under the BofA Term Loan.

Effective February 21, 2024 upon entering into the BofA Second Amendment, interest on the BofA Term Loan was amended to mean 300 basis points over either (i) the daily simple SOFR, plus an adjustment of 0.11448%, or (ii) one, three or six month term SOFR, plus a corresponding adjustment of 0.11448%, 0.26161% or 0.42826%, respectively, with a floor on SOFR of 5.00%. In addition, effective February 21, 2024 upon entering into the BofA Second Amendment, under certain circumstances, such as if SOFR is not able to be determined, the BofA Term Loan bears interest at 200 basis points over the base rate with a floor on the base rate of 600 basis points. In addition, effective February 21, 2024 upon entering into the BofA Second Amendment, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR will permanently increase by 100 basis points from 300 basis points to 400 basis points in the case of SOFR, and from 200 basis points to 300 basis points in the case of the base rate. Base rate means, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as publicly announced from time to time by the administrative agent as its “prime rate”, (ii) the Federal Funds Rate plus 1/2 of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 6.00%. If the base rate is being used because SOFR is not able to be determined, the base rate shall be the greater of clauses (i), (ii) and (iv). Effective February 21, 2024 upon entering into the BofA Second Amendment, we are no longer obligated to pay an annual facility commitment fee on the unused portion of the BofA Revolver at the rate of 0.35% per annum and, if applicable, letter of credit fees.

Certain of the lenders party to the BofA Second Amendment, and their respective affiliates, have performed, and may in the future perform for us and our subsidiaries, various commercial banking, investment banking, underwriting and other financial advisory services, for which they have received, and will receive, customary fees and expenses.

The BofA Second Amendment is attached to this Annual Report on Form 10-K as Exhibit 10.2. The foregoing summary of the BofA Second Amendment is qualified in its entirety by the complete text of the BofA Second Amendment.

[Senior Notes](#)

On February 21, 2024, we entered into a First Amendment to Note Purchase Agreement (the "NPA First Amendment") with the purchasers party thereto. The NPA First Amendment amended the Note Purchase Agreement dated October 24, 2017 (the "Original Note Purchase Agreement"), to, among other things: (1) extend the maturity date of the Series A Notes (the "Series A Notes") from December 20, 2024 to April 1, 2026; (2) shorten the maturity date of the Series B Notes (the "Series B Notes") from December 20, 2027 to April 1, 2026; (3) increase the interest rate applicable to the Series A Notes from 4.49% per annum to 8.00% per annum; (4) increase the interest rate applicable to the Series B Notes from 4.76% per annum to 8.00% per annum; (5) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO Term Loan, the BofA Term Loan and the Senior Notes exceeds \$200 million, the per annum interest rates applicable to the Series A Note and the Series B Notes will permanently increase by 1.00% from 8.00% per annum to 9.00% per annum; (6) require mandatory prepayments of the BMO Term Loan, the BofA Term Loan and the Senior Notes with net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the BMO Term Loan; (b) 20.00000% to the BofA Term Loan; (c) 44.44444% to the Senior Notes; and (d) the remaining 10% to be retained by us; (7) require that, within 90 days of the February 21, 2024 effective date of the NPA First Amendment, certain of our subsidiaries guarantee the Senior Notes; (8) require that, within 90 days of the February 21, 2024 effective date of the NPA First Amendment, we pledge our equity interests in certain of our subsidiaries as collateral for the Senior Notes; and (9) conform all financial covenants and negative covenants in the Note Purchase Agreement with the BofA Credit Agreement and the BMO Credit Agreement. We refer to the Original Note Purchase Agreement, as amended by the NPA First Amendment, as the Note Purchase Agreement.

On February 21, 2024, as part of the NPA First Amendment, we repaid an approximately \$29.2 million portion of the Series A Notes so that approximately \$86.8 million of the Series A Notes remains outstanding. In addition, on

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February 21, 2024, as part of the NPA First Amendment, we repaid an approximately \$21.2 million portion of the Series B Notes so that approximately \$62.8 million of the Series B Notes remains outstanding.

The NPA First Amendment is attached to this Annual Report on Form 10-K as Exhibit 10.4. The foregoing summary of the NPA First Amendment is qualified in its entirety by the complete text of the NPA First Amendment.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

None.

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PART III

Certain information required by Part III of this Form 10-K will be contained in our definitive proxy statement pursuant to Regulation 14A (the "Proxy Statement") which we plan to file not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference.

Item 10. Directors, Executive Officers and Corporate Governance

The response to this item is contained under the caption "Information about our Executive Officers" in Part I hereof and in the Proxy Statement under the captions "CORPORATE GOVERNANCE", "PROPOSAL 1 - ELECTION OF DIRECTORS" and, if applicable, "DELINQUENT SECTION 16(a) REPORTS" and is incorporated herein by reference.

Our board of directors has adopted a code of business conduct and ethics that applies to all of our executive officers, directors and employees. The code was approved by the nominating and corporate governance committee of our board of directors and by the full board of directors. We have posted a current copy of our code under "Corporate Governance" in the "Investor Relations" section of our website at <http://www.fspreit.com>. To the extent permitted by applicable rules of the NYSE American, we intend to satisfy the disclosure requirements under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of the code of business conduct and ethics with respect to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, by posting such information on our website.

Item 11. Executive Compensation

The response to this item is contained in the Proxy Statement under the captions "COMPENSATION DISCUSSION AND ANALYSIS" and "DIRECTOR COMPENSATION AND STOCK OWNERSHIP GUIDELINES" and, other than the information required by Item 402(v) of Regulation S-K, is incorporated herein by reference.

The "Compensation Committee Report" contained in the Proxy Statement shall not be deemed "soliciting material" or "filed" with the SEC or otherwise subject to the liabilities of Section 18 of the Exchange Act, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act, except to the extent we specifically request that such information be treated as soliciting material or specifically incorporate such information by reference into a document filed under the Securities Act or the Exchange Act.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The response to this item is contained in the Proxy Statement under the captions "SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT" and "SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS" and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The response to this item is contained in the Proxy Statement under the captions "PROPOSAL 1 - ELECTION OF DIRECTORS", "CORPORATE GOVERNANCE" and "TRANSACTIONS WITH RELATED PERSONS" and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The response to this item is contained in the Proxy Statement under the caption "INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS FEES AND SERVICES" and is incorporated herein by reference.

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PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a) The following documents are filed as part of this report:

1. Financial Statements:

The Financial Statements listed in the accompanying Index to Consolidated Financial Statements are filed as part of this Annual Report on Form 10-K.

2. Financial Statement Schedules:

The Financial Statement Schedules listed on the accompanying Index to Consolidated Financial Statements are filed as part of this Annual Report on Form 10-K.

Schedules other than those listed are omitted as they are not applicable or the required or equivalent information has been included in the financial statements or notes thereto.

3. Exhibits:

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EXHIBIT INDEX

Exhibit No.	Description
3.1 (1)	Articles of Incorporation, as amended.
3.2 (2)	Amended and Restated By-laws.
4.1 (3)	Description of Securities Registered Under Section 12 of the Exchange Act.
10.1+ (4)	2002 Stock Incentive Plan of FSP Corp.
10.2 10.2*	Second Amendment to Credit Agreement, dated February 21, 2024, among FSP Corp., Bank of America, N.A. and the other parties thereto
10.3*	Second Amendment to Second Amended and Restated Credit Agreement, dated February 21, 2024, among FSP Corp., Bank of Montreal and the other parties thereto.
10.4*	First Amendment to Note Purchase Agreement, dated February 21, 2024, among FSP Corp. and the other parties named therein as purchasers.
10.5 (5)	First Amendment to Credit Agreement, dated February 10, 2023, among FSP Corp., Bank of America, N.A. and the other parties thereto.
10.3 10.6 (6)	First Amendment to Second Amended and Restated Credit Agreement, dated February 10, 2023, among FSP Corp., Bank of Montreal and the other parties thereto.
10.4 10.7 (7)	Credit Agreement, dated January 10, 2022, among FSP Corp., Bank of America, N.A. and the other parties thereto thereto.
10.5 10.8 (8)	Joinder and Increase Agreement, dated February 10, 2022, among FSP Corp., BankUnited N.A. and Bank of America, N.A., as administrative agent.
10.6 10.9 (9)	Second Amended and Restated Credit Agreement, dated September 27, 2018, among FSP Corp., Bank of Montreal and the other parties thereto.
10.7 10.10 (10)	Second Amended and Restated Credit Agreement, dated October 29, 2014, among FSP Corp., Bank of America, N.A. and the other parties thereto.
10.8 (11)	First Amendment to Second Amended and Restated Credit Agreement, dated July 21, 2016, among FSP Corp., Bank of America, N.A. and the other parties thereto.
10.9 (12)	Second Amendment to Second Amended and Restated Credit Agreement, dated October 18, 2017, among FSP Corp., Bank of America, N.A., and the other parties thereto.
10.10 (13)	Amended and Restated Credit Agreement, dated August 2, 2018, among FSP Corp., JPMorgan Chase Bank, N.A. and the other parties thereto.

10.11 (14)	Note Purchase Agreement, dated October 24, 2017, among FSP Corp. and the other parties named therein as purchasers.
10.12+(15)10.11 + (11)	Form of Retention Agreement.
10.13+(16)10.12 + (12)	Change in Control Discretionary Plan.
21.1*	Subsidiaries of the Registrant.
23.1*	Consent of Ernst & Young LLP.
31.1*	Certification of FSP Corp.'s Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of FSP Corp.'s Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of FSP Corp.'s Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of FSP Corp.'s Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

101* The following materials from FSP Corp.'s Annual Report on Form 10-K for the year ended **December 31, 2022** **December 31, 2023**, formatted in iXBRL (inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Income; (iii) the Consolidated Statements of Cash Flows; (iv) the Consolidated Statements of Other Comprehensive Income; and (v) the Notes to Consolidated Financial Statements.

104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

- (1) Incorporated by reference to Exhibit 3.1 to FSP Corp.'s Quarterly Report on Form 10-Q filed on July 30, 2019 (File No. 001-32470).
- (2) Incorporated by reference to Exhibit 3.1 to FSP Corp.'s Current Report on Form 8-K, filed on February 3, 2023 (File No. 001-32470).
- (3) ~~Incorporated~~ **Incorporated** by reference to Exhibit 10.1 to FSP Corp.'s Annual Report on Form 10-K, filed on February 15, 2022 (File No. 001-32470).
- (4) ~~Incorporated~~ **Incorporated** by reference to Exhibit 10.1 to FSP Corp.'s Annual Report on Form 10-K, filed on March 29, 2002 (File No. 001-32470).
- (5) Incorporated by reference to Exhibit 10.1 to FSP Corp.'s Current Report on Form 8-K, filed on February 10, 2023 (File No. 001-32470).
- (6) Incorporated by reference to Exhibit 10.2 to FSP Corp.'s Current Report on Form 8-K, filed on February 10, 2023 (File No. 001-32470).
- (7) Incorporated by reference to Exhibit 10.1 to FSP Corp.'s Current Report on Form 8-K, filed on January 12, 2022 (File No. 001-32470).
- (8) Incorporated by reference to Exhibit 10.3 to FSP Corp.'s Annual Report on Form 10-K, filed on February 15, 2022 (File No. 001-32470).
- (9) Incorporated by reference to Exhibit 10.1 to FSP Corp.'s Current Report on Form 8-K, filed on September 27, 2018 (File No. 001-32470).
- (10) Incorporated by reference to Exhibit ~~10.1 to FSP Corp.'s Current Report on Form 8-K, filed on October 29, 2014 (File No. 001-32470).~~
- (11) ~~Incorporated by reference to Exhibit 10.1 to FSP Corp.'s Current Report on Form 8-K, filed on July 27, 2016 (File No. 001-32470).~~
- (12) ~~Incorporated by reference to Exhibit 10.1 to FSP Corp.'s Current Report on Form 8-K, filed on October 24, 2017 (File No. 001-32470).~~
- (13) ~~Incorporated by reference to Exhibit 10.1 to FSP Corp.'s Current Report on Form 8-K, filed on August 2, 2018 (File No. 001-32470).~~
- (14) ~~Incorporated by reference to Exhibit 10.4 to FSP Corp.'s Current Report on Form 8-K, filed on October 24, 2017 (File No. 001-32470).~~
- (15) (11)** Incorporated by reference to Exhibit 10.5 to FSP Corp.'s Annual Report on Form 10-K, filed on February 24, 2006 (File No. 001-32470).
- (16) (12)** Incorporated by reference to Exhibit 99.2 to FSP Corp.'s Current Report on Form 8-K, filed on February 8, 2006 (File No. 001-32470).

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+ Management contract or compensatory plan or arrangement filed as an Exhibit to this Form 10-K pursuant to Item 15(b) of Form 10-K.

* Filed herewith.

Item 16. Form 10-K Summary

Not applicable.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf as of February 14, 2023 February 26, 2024 by the undersigned, thereunto duly authorized.

FRANKLIN STREET PROPERTIES CORP.

By: /s/ George J. Carter

George J. Carter

Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ George J. Carter</u> George J. Carter	Chief Executive Officer and Director (Principal Executive Officer)	February 14, 2023 26, 2024
<u>/s/ John G. Demeritt</u> John G. Demeritt	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	February 14, 2023 26, 2024
<u>/s/ John N. Burke</u> John N. Burke	Director	February 14, 2023 26, 2024
<u>/s/ Brian N. Hansen</u> Brian N. Hansen	Director	February 14, 2023 26, 2024
<u>/s/ Kenneth A. Hoxsie</u> Kenneth A. Hoxsie	Director	February 14, 2023 26, 2024
<u>/s/ Dennis J. McGillicuddy</u> Dennis J. McGillicuddy	Director	February 14, 2023 26, 2024
<u>/s/ Georgia Murray</u> Georgia Murray	Director	February 14, 2023 26, 2024
<u>/s/ Kathryn P. O'Neil</u> Kathryn P. O'Neil	Director	February 14, 2023 26, 2024
<u>/s/ Milton P. Wilkins Jr.</u> Milton P. Wilkins Jr.	Director	February 14, 2023 26, 2024

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Franklin Street Properties Corp.
Index to Consolidated Financial Statements

[Reports of Independent Registered Public Accounting Firm](#) (PCAOB ID 42) F-2

[Consolidated Financial Statements:](#)

[Consolidated Balance Sheets as of December 31, 2022](#)[December 31, 2023](#) and [2021](#) [2022](#) F-5 F-6

Consolidated Statements of Income Operations for each of the three years in the period ended December 31, 2022 December 31, 2023	F-7 F-8
Consolidated Statements of Comprehensive Income (Loss) for each of the three years in the period ended December 31, 2022 December 31, 2023	F-8 F-9
Consolidated Statements of Stockholders' Equity for each of the three years in the period ended December 31, 2022 December 31, 2023	F-9 F-10
Consolidated Statements of Cash Flows for each of the three years in the period ended December 31, 2022 December 31, 2023	F-10 F-11
Notes to the Consolidated Financial Statements	F-12 F-13
Financial Statement Schedules — Schedule II and III	F-34 F-36

All other schedules for which a provision is made in the applicable accounting resolutions of the Securities and Exchange Commission are not required under the related instructions or are inapplicable, and therefore have been omitted.

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Franklin Street Properties Corp.:

Opinion on Internal Control Over Financial Reporting

We have audited Franklin Street Properties Corp.'s internal control over financial reporting as of December 31, 2022 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, Franklin Street Properties Corp. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022 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, 2022 December 31, 2023 and 2021, and 2022, the related consolidated statements of income, operations, comprehensive income (loss), stockholders' 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 schedules listed in the index at Item 15(a)(2) and our report dated February 14, 2023 February 26, 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 [Item 9A of Franklin Street Properties Corp.'s Annual Report on Form 10-K under the heading](#) Management's Annual 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.

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/s/ Ernst & Young LLP

Boston, Massachusetts

February 14, 2023

26, 2024

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Franklin Street Properties Corp.:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Franklin Street Properties Corp. (the Company) as of December 31, 2022, December 31, 2023 and 2021, 2022, the related consolidated statements of income, operations, comprehensive income (loss), stockholders' 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 schedules listed in the Index at Item 15(a)(2) (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, 2022, December 31, 2023, based on criteria established in Internal Control—Integrated Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) framework, and our report dated February 14, 2023, February 26, 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 the Company's financial statements based on our audits. 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 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. 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 Matter

The critical audit matters matter communicated below are matters is a matter arising from the current period audit of the financial statements that were was communicated or required to be communicated to the audit committee and that: (1) relate relates 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 matter 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 matter below, providing a separate opinions opinion on the critical audit matters matter or on the accounts or disclosures to which they relate. it relates.

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Description of the Matter	The Company's related party mortgage loan portfolio consisted of a loan with a principal balance outstanding of \$24 million as of December 31, 2022. The Company determined that an allowance for loan loss of \$4.2 million was required for this loan. As discussed in Note 3 to the consolidated financial statements, management evaluates whether a loss has been incurred based on expected performance, cash flow and the value of underlying real estate for secured lending.
	Auditing the Company's estimate of the allowance for loan losses for mortgage loans involved a high degree of subjectivity in evaluating management's assumptions used in the valuation of underlying real estate for secured lending.
How We Addressed the Matter in Our Audit	We tested the design and operating effectiveness of the Company's controls over the allowance for loan loss process. This included controls over the valuation of real estate collateral for secured lending.
	Our testing of the measurement of the related party mortgage loan receivable included, among other procedures, testing the completeness and accuracy of data used in the valuation of real estate collateral and, with the assistance of our valuation specialists, evaluating management's assumptions used in the valuation of the underlying real estate. For example, we compared the assumptions of expected performance of the underlying real estate to market data, performed a sensitivity analysis to evaluate the assumptions that were most significant to the estimate of value and recalculated management's estimate.

Impairment assessment of real estate assets

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Franklin Street Properties Corp.
Consolidated Balance Sheets

(in thousands)	December 31,	
	2022	2021
Assets:		
Real estate assets:		
Land	\$ 126,645	\$ 146,8
Buildings and improvements	1,388,869	1,457,2
Fixtures and equipment	11,151	11,4
	1,526,665	1,615,4
Less accumulated depreciation	423,417	424,4
Real estate assets, net	1,103,248	1,190,9
Acquired real estate leases, less accumulated amortization of \$20,243 and \$40,423, respectively	10,186	14,9
Cash, cash equivalents and restricted cash	6,632	40,7
Tenant rent receivables	2,201	1,9
Straight-line rent receivable	52,739	49,0
Prepaid expenses and other assets	6,676	4,0
Other assets: derivative asset	4,358	
Related party mortgage loan receivable, less allowance for credit loss of \$4,237 and \$0, respectively	19,763	24,0
Office computers and furniture, net of accumulated depreciation of \$1,115 and \$1,198, respectively	154	1

Deferred leasing commissions, net of accumulated amortization of \$19,043 and \$21,099, respectively	35,709	38,5
Total assets	\$ 1,241,666	\$ 1,364,1
(in thousands)		
Assets:		
Real estate assets:		
Land (amounts related to variable interest entities ("VIEs") of \$6,416 and \$0 at December 31, 2023 and December 31, 2022, respec		
Buildings and improvements (amounts related to VIEs of \$13,279 and \$0 at December 31, 2023 and December 31, 2022, respec		
Fixtures and equipment		
Less accumulated depreciation (amounts related to VIEs of \$341 and \$0 at December 31, 2023 and December 31, 2022, respec		
Real estate assets, net (amounts related to VIEs of \$19,354 and \$0 at December 31, 2023 and December 31, 2022, respectively)		
Acquired real estate leases, less accumulated amortization of \$20,413 and \$20,243, respectively (amounts related to VIEs of \$		
amortization of \$222 and \$0 at December 31, 2023 and December 31, 2022, respectively)		
Asset held for sale		
Cash, cash equivalents and restricted cash (amounts related to VIEs of \$2,167 and \$0 at December 31, 2023 and December 31, 20		
Tenant rent receivables		
Straight-line rent receivable		
Prepaid expenses and other assets		
Other assets: derivative asset		
Related party mortgage loan receivable, less allowance for credit loss of \$0 and \$4,237, respectively		
Office computers and furniture, net of accumulated depreciation of \$1,020 and \$1,115, respectively		
Deferred leasing commissions, net of accumulated amortization of \$16,008 and \$19,043, respectively		
Total assets		

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Franklin Street Properties Corp.
Consolidated Balance Sheets

(in thousands, except share and par value amounts)

Liabilities and Stockholders' Equity:
Liabilities:
Bank note payable

Term loans payable, less unamortized financing costs of \$250 and \$714, respectively
Series A & Series B Senior Notes, less unamortized financing costs of \$494 and \$658, respectively
Accounts payable and accrued expenses
Term loans payable, less unamortized financing costs of \$293 and \$250, respectively
Series A & Series B Senior Notes, less unamortized financing costs of \$329 and \$494, respectively
Accounts payable and accrued expenses (amounts related to VIEs of \$590 and \$0 at December 31, 2023 and December 31, 2022, respectively)
Accrued compensation
Tenant security deposits
Lease liability
Other liabilities: derivative liabilities
Acquired unfavorable real estate leases, less accumulated amortization of \$574 and \$2,285, respectively
Acquired unfavorable real estate leases, less accumulated amortization of \$396 and \$574, respectively
Total liabilities
Commitments and contingencies
Stockholders' Equity:
Preferred stock, \$.0001 par value, 20,000,000 shares authorized, none issued or outstanding
Common stock, \$.0001 par value, 180,000,000 shares authorized, 103,235,914 and 103,998,520 shares issued and outstanding at December 31, 2023 and 2022, respectively
Common stock, \$.0001 par value, 180,000,000 shares authorized, 103,430,353 and 103,235,914 shares issued and outstanding at December 31, 2023 and 2022, respectively
Additional paid-in capital
Accumulated other comprehensive income (loss)
Accumulated other comprehensive income
Distributions in excess of accumulated earnings
Total stockholders' equity
Total liabilities and stockholders' equity

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Franklin Street Properties Corp.
Consolidated Statements of **Income** **Operations**

For the Year Ended

(in thousands, except per share amounts)	December 31,		
	2022	2021	2020
Revenues:			
Rental	\$ 163,739	\$ 207,581	\$ 244,207
Related party revenue:			
Management fees and interest income from loans	1,855	1,700	1,610
Other	21	77	31
Total revenues	165,615	209,358	245,848
Expenses:			
Real estate operating expenses	52,820	60,881	66,940
Real estate taxes and insurance	34,620	41,061	48,390
Depreciation and amortization	63,808	78,544	88,558
General and administrative	13,885	15,898	14,997
Interest	22,808	32,273	36,026
Total expenses	187,941	228,657	254,911
Loss on extinguishment of debt	(78)	(901)	—
Impairment and loan loss reserve	(4,237)	—	—
Gain on sale of properties, net	27,939	113,134	41,928
Income before taxes and equity in income of non-consolidated REITs	1,298	92,934	32,865
Tax expense	204	638	250
Equity in income of non-consolidated REITs	—	421	—
Net income	\$ 1,094	\$ 92,717	\$ 32,615
Weighted average number of shares outstanding, basic and diluted	103,338	106,667	107,303
Net income per share, basic and diluted	\$ 0.01	\$ 0.87	\$ 0.30
For the Year Ended			
December 31,			
(in thousands, except per share amounts)	2023	2022	2021
Revenues:			
Rental	\$ 145,446	\$ 163,739	\$ 207,581
Related party revenue:			
Management fees and interest income from loans	—	1,855	1,700
Other	261	21	77
Total revenues	145,707	165,615	209,358
Expenses:			
Real estate operating expenses	50,732	52,820	60,881
Real estate taxes and insurance	27,200	34,620	41,061
Depreciation and amortization	54,738	63,808	78,544
General and administrative	14,021	13,885	15,898
Interest	24,318	22,808	32,273
Total expenses	171,009	187,941	228,657
Loss on extinguishment of debt	(106)	(78)	(901)
Gain on consolidation of Sponsored REIT	394	—	—
Impairment and loan loss reserve	—	(4,237)	—
Gain (loss) on sale of properties and impairment of assets held for sale, net	(23,384)	27,939	113,134
Interest income	567	—	—
Income (loss) before taxes	(47,831)	1,298	92,934
Tax expense	279	204	638

Equity in income of non-consolidated REITs	—	—	421
Net income (loss)	<u>\$ (48,110)</u>	<u>\$ 1,094</u>	<u>\$ 92,717</u>
Weighted average number of shares outstanding, basic and diluted	<u>103,357</u>	<u>103,338</u>	<u>106,667</u>
Net income (loss) per share, basic and diluted	<u>\$ (0.47)</u>	<u>\$ 0.01</u>	<u>\$ 0.87</u>

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Franklin Street Properties Corp.
Consolidated Statements of Comprehensive Income

(in thousands)	For the Year Ended December 31,		
	2022	2021	2020
Net income	\$ 1,094	\$ 92,717	\$ 32,615
Other comprehensive income:			
Unrealized gain (loss) on derivative financial instruments	9,597	12,072	(12,629)
Total other comprehensive income (loss)	<u>9,597</u>	<u>12,072</u>	<u>(12,629)</u>
Comprehensive income	<u>\$10,691</u>	<u>\$104,789</u>	<u>\$ 19,986</u>

(in thousands)	For the Year Ended December 31,		
	2023	2022	2021
Net income (loss)	\$ (48,110)	\$ 1,094	\$ 92,717
Other comprehensive income (loss):			
Unrealized gain on derivative financial instruments	177	9,597	12,072
Reclassification from accumulated other comprehensive income into interest expense	(4,180)	—	—
	<u> </u>	<u> </u>	<u> </u>

Total other comprehensive income (loss)	(4,003)	9,597	12,072
Comprehensive income (loss)	\$ (52,113)	\$ 10,691	\$ 104,789

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Franklin Street Properties Corp.
Consolidated Statements of Stockholders' Equity

(in thousands)	Common Stock		Additional Paid-In Capital	Accumulated other comprehensive income (loss)	Distributions in excess of accumulated earnings	Total Stockholders' Equity
	Shares	Amount				
Balance, December 31, 2019	107,269	11	\$ 1,356,794	\$ (4,682)	\$ (565,727)	\$ 786,396
Comprehensive income (loss)	—	—	—	(12,629)	32,615	19,986
Shares issued for:						—
Equity-based compensation	59	—	337	—	—	337
Distributions	—	—	—	—	(38,628)	(38,628)
Balance, December 31, 2020	107,328	11	1,357,131	(17,311)	(571,740)	768,091
Comprehensive income	—	—	—	12,072	92,717	104,789
Repurchased shares	(3,396)	(1)	(18,243)			(18,244)
Shares issued for:						—
Equity-based compensation	67	—	338	—	—	338
Distributions	—	—	—	—	(71,771)	(71,771)
Balance, December 31, 2021	103,999	10	1,339,226	(5,239)	(550,794)	783,203
Comprehensive income	—	—	—	9,597	1,094	10,691
Repurchased shares	(847)	—	(4,843)			(4,843)
Shares issued for:						—
Equity-based compensation	84	—	393	—	—	393
Distributions	—	—	—	—	(20,708)	(20,708)
Balance, December 31, 2022	103,236	\$ 10	\$ 1,334,776	\$ 4,358	\$ (570,408)	\$ 768,736
			Additional	Accumulated other	Distributions in excess of	Total

(in thousands)	Common Stock		Paid-In Capital	comprehensive income (loss)	accumulated earnings	Stockholder Equity
	Shares	Amount				
Balance, December 31, 2020	107,328	11	\$ 1,357,131	\$ (17,311)	\$ (571,740)	\$ 768,09
Comprehensive income	—	—	—	12,072	92,717	104,78
Repurchased shares	(3,396)	(1)	(18,243)			(18,24
Shares issued for:						
Equity-based compensation	67	—	338	—	—	33
Distributions	—	—	—	—	(71,771)	(71,77
Balance, December 31, 2021	103,999	10	1,339,226	(5,239)	(550,794)	783,20
Comprehensive income	—	—	—	9,597	1,094	10,69
Repurchased shares	(847)	—	(4,843)			(4,84
Shares issued for:						
Equity-based compensation	84	—	393	—	—	39
Distributions	—	—	—	—	(20,708)	(20,70
Balance, December 31, 2022	103,236	10	1,334,776	4,358	(570,408)	768,73
Comprehensive loss	—	—	—	(4,003)	(48,110)	(52,11
Repurchased shares	—	—	—			
Shares issued for:						
Equity-based compensation	194	—	315	—	—	31
Distributions	—	—	—	—	(4,133)	(4,13
Balance, December 31, 2023	103,430	\$ 10	\$ 1,335,091	\$ 355	\$ (622,651)	\$ 712,80

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Franklin Street Properties Corp.
Consolidated Statements of Cash Flows

(in thousands)	For the Year Ended December 31,		
	2022	2021	2020
Cash flows from operating activities:			
Net income	\$ 1,094	\$ 92,717	\$ 32,615
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	65,697	81,041	91,581
Amortization of above and below market leases	(118)	(34)	(313)
Shares issued as compensation	394	338	337
Loss on extinguishment of debt	78	901	—

Impairment and loan loss reserve	4,237	—	—
Gain on sale of properties, net	(27,939)	(113,134)	(41,928)
Equity in income of non-consolidated REITs	—	(421)	—
Distributions from non-consolidated REITs	—	421	—
Decrease in allowance for doubtful accounts and write-off of accounts receivable	—	—	(13)
Changes in operating assets and liabilities:			
Tenant rent receivables	(247)	5,702	(3,792)
Straight-line rents	(5,895)	(3,930)	(1,685)
Lease acquisition costs	(4,494)	(2,353)	(2,123)
Prepaid expenses and other assets	(1,805)	82	(129)
Accounts payable and accrued expenses	(5,983)	(11,096)	7,785
Accrued compensation	(1,060)	786	518
Tenant security deposits	(509)	(2,458)	(669)
Payment of deferred leasing commissions	(8,216)	(12,200)	(13,735)
Net cash provided by operating activities	15,234	36,362	68,449
Cash flows from investing activities:			
Property improvements, fixtures and equipment	(54,910)	(64,833)	(77,919)
Investment in related party mortgage loan receivable	—	(3,000)	—
Proceeds received from sales of properties	128,949	573,307	88,958
Net cash provided by investing activities	74,039	505,474	11,039
Cash flows from financing activities:			
Distributions to stockholders	(53,988)	(38,491)	(38,628)
Stock repurchases	(4,843)	(18,244)	—
Borrowings under bank note payable	90,000	91,500	105,000
Repayments of bank note payable	(42,000)	(95,000)	(101,500)
Repayment of term loans payable	(110,000)	(445,000)	(50,000)
Deferred financing costs	(2,561)	—	—
Net cash used in financing activities	(123,392)	(505,235)	(85,128)
Net increase (decrease) in cash, cash equivalents and restricted cash	(34,119)	36,601	(5,640)
Cash, cash equivalents and restricted cash, beginning of year	40,751	4,150	9,790
Cash, cash equivalents and restricted cash, end of period	\$ 6,632	\$ 40,751	\$ 4,150

(in thousands)	For the Year Ended December 31,		
	2023	2022	2021
Cash flows from operating activities:			
Net income (loss)	\$ (48,110)	\$ 1,094	\$ 92,717
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization expense	57,240	65,697	81,041
Amortization of above and below market leases	(44)	(118)	(34)
Shares issued as compensation	315	394	338
Amortization of other comprehensive income into interest expense	(3,851)	—	—
Loss on extinguishment of debt	106	78	901
Gain on consolidation of Sponsored REIT	(394)	—	—
Impairment and loan loss reserve	—	4,237	—
(Gain) loss on sale of properties and impairment of assets held for sale, net	23,384	(27,939)	(113,134)
Equity in income of non-consolidated REITs	—	—	(421)
Distributions from non-consolidated REITs	—	—	421
Changes in operating assets and liabilities:			
Tenant rent receivables	10	(247)	5,702
Straight-line rents	625	(5,895)	(3,930)
Lease acquisition costs	(2,007)	(4,494)	(2,353)
Prepaid expenses and other assets	382	(1,805)	82

Accounts payable and accrued expenses	(2,709)	(5,983)	(11,096)
Accrued compensation	—	(1,060)	786
Tenant security deposits	494	(509)	(2,458)
Payment of deferred leasing commissions	(7,575)	(8,216)	(12,200)
Net cash provided by operating activities	<u>17,866</u>	<u>15,234</u>	<u>36,362</u>
Cash flows from investing activities:			
Property improvements, fixtures and equipment	(31,637)	(54,910)	(64,833)
Consolidation of Sponsored REIT	3,048	—	(3,000)
Proceeds received from sales of properties	<u>142,225</u>	<u>128,949</u>	<u>573,307</u>
Net cash provided by investing activities	<u>113,636</u>	<u>74,039</u>	<u>505,474</u>
Cash flows from financing activities:			
Distributions to stockholders	(4,133)	(53,988)	(38,491)
Proceeds received from termination of interest rate swap	4,206	—	—
Stock repurchases	—	(4,843)	(18,244)
Borrowings under bank note payable	77,000	90,000	91,500
Repayments of bank note payable	(35,000)	(42,000)	(95,000)
Repayment of term loan payable	(50,000)	(110,000)	(445,000)
Deferred financing costs	(2,327)	(2,561)	—
Net cash used in financing activities	<u>(10,254)</u>	<u>(123,392)</u>	<u>(505,235)</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	<u>121,248</u>	<u>(34,119)</u>	<u>36,601</u>
Cash, cash equivalents and restricted cash, beginning of year	<u>6,632</u>	<u>40,751</u>	<u>4,150</u>
Cash, cash equivalents and restricted cash, end of period	<u>\$ 127,880</u>	<u>\$ 6,632</u>	<u>\$ 40,751</u>

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Franklin Street Properties Corp.
Consolidated Statements of Cash Flows

(in thousands)	For the Year Ended December 31,		
	2022	2021	2020
Supplemental disclosure of cash flow information:			
Cash paid for:			
Interest	\$ 21,085	\$ 30,141	\$ 33,060
Taxes on income	\$ 667	\$ 454	\$ 477
Non-cash investing and financing activities:			
Accrued dividend	\$ —	\$ 33,280	\$ —
Accrued costs for purchase of real estate assets	\$ 9,962	\$ 4,715	\$ 8,625

(in thousands)

Supplemental disclosure of cash flow information:

Cash paid for:

Interest

Taxes on income

Non-cash investing and financing activities:

Accrued dividend

Accrued costs for purchase of real estate assets

Investment in related party mortgage loan receivable converted to real estate assets and acquired real estate leases in consolidated entity consolidation

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**Franklin Street Properties Corp.
Notes to the Consolidated Financial Statements**

1. Organization

Franklin Street Properties Corp. ("FSP Corp." or the "Company"), holds, directly and indirectly, 100% of the interest in FSP Invest TRS Corp. FSP Property Management LLC provides asset management and property management services. The Company also is a member of FSP Monument Circle LLC, which corporation was organized to operate as a real estate investment trust ("REIT") as Monument Circle" or the "Sponsored REIT" or the "Sponsored REITs", as the context requires.).

As of December 31, 2022 December 31, 2023, the Company owned and operated a portfolio of real estate consisting of 21 17 operating properties, of which 17 properties are secured by a mortgage on real estate owned by a Sponsored REIT. From time-to-time, the Company may acquire real estate or may dispose of real estate. The Company may also pursue, on a selective basis, the sale of its properties in order to take advantage of the value creation and development opportunities of its properties for other general corporate purposes.

2. Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements include all of the accounts of the Company and its majority-owned subsidiaries on a consolidated basis.

Estimates and Assumptions

The Company prepares its financial statements and related notes in conformity with generally accepted accounting principles in the estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates in the consolidated financial statements include losses, purchase price allocations, impairment considerations **useful lives of fixed assets** and the valuation of derivatives.

Investments in non-consolidated REITs

As of December 31, 2022, the Company has a non-controlling common stock interest in one Sponsored REIT in which the Company has a non-controlling common stock interest in another Sponsored REIT and a non-controlling preferred stock interest in two additional Sponsored REITs. The Company exercises influence over, but did not control these entities and investments were accounted for using the equity method. Under the equity method, the Company's share of Sponsored REITs' earnings or losses.

The equity investments in Sponsored REITs were reviewed for impairment each reporting period. The Company recorded impairment when the carrying value of the investment had occurred and such decline was other-than-temporary.

Variable Interest Entities (VIEs)

We determine whether an entity is a VIE and, if so, whether it should be consolidated by utilizing judgment. The Company determines whether an entity is a VIE and, if so, whether it should be consolidated by utilizing judgment in which we hold the Company holds a direct or indirect, variable interest is a VIE is based on several factors, including whether the entity's activities without additional subordinated financial support. We make

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The Company makes judgments regarding the sufficiency of the equity at risk based first on a qualitative analysis, and then a quantitative analysis.

We analyze the Company analyzes any investments in VIEs to determine if we are the Company is the primary beneficiary. In evaluating the Company evaluates its direct and indirect economic interests in the entity. Determining which reporting entity, if any, is the primary beneficiary, the reporting entity has both (1) the power to direct the activities of a VIE that most significantly impact such entity's economic performance and (2) the obligation to absorb losses of the entity that could potentially be significant to such entity. Performance of that analysis requires the exercise of judgment.

We consider the Company considers a variety of factors in identifying the entity that holds the power to direct matters that most significantly impact the Company's financial position, results of operations, and cash flows. In addition, we consider the Company considers the right to amend the corporate charter. We determine the Company determines whether we are it is the primary beneficiary of a VIE. We reconsider considers that conclusion upon a reconsideration event.

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As of December 31, 2022 January 1, 2023, our the Company's relationship with FSP Monument Circle LLC the Sponsored REIT reconsideration event, the entity is included within the Company's consolidated financial statements and all intercompany account approximately \$0.4 million was recognized in the three months ended March 31, 2023. Cash and cash equivalents of \$3 million held consolidation and is reflected as "Consolidation of Sponsored REIT" in the consolidated statement of cash flows. The cash and c operational purposes. The creditors of Monument Circle's trade payables do not have any recourse against the Company.

The consolidation value of Monument Circle was allocated to real estate investments and leases, including lease origination costs. (i.e. the market cost to execute a similar lease, including leasing commission, legal, vacancy, and other related costs). The value approximates its appraised value; and the value assigned to leases approximate their fair value. Other assets and liabilities are rec

The Company assessed the fair value of the acquired real estate leases based on estimated cash flow projections that utilize appr fair value hierarchy.

The following table summarizes the estimated fair value of the assets acquired at the date of consolidation, January 1, 2023:

(in thousands)	
Real estate assets	\$ 19,695
Value of acquired real estate leases	305
Total	\$ 20,000

The following is quantitative information about significant unobservable inputs in the Company's Level 3 measurement of the assets a nonrecurring basis at January 1, 2023:

Description	Fair Value (1) at		Significant	Range		Weighted
	January 1, 2023	Valuation Technique		Unobservable Input	Min	
	(in thousands)					
Monument Circle Consolidation	\$ 20,000	Discounted Cash Flows	Exit Cap Rate	7.50 %	7.50 %	7.50 %
			Discount Rate	9.50 %	9.50 %	9.50 %
(1) Classified within Level 3 of the fair value hierarchy.						
(2) Unobservable inputs were weighted based on the fair value of the related instrument.						

Prior to January 1, 2023, the Company's relationship with the Sponsored REIT was considered a VIE in which the Company associated with this VIE is was limited to the principal amount outstanding under the loan from the Company to the Sponsored F "Sponsored REIT Loan") net of the allowance for credit loss, the related accrued interest receivable and an exit fee receivable, whi 31, 2022 and 2021, respectively. The accrued interest and exit fee receivables are included in prepaid expenses and other asset million\$2.3 million at December 31, 2022 and 2021, respectively. The relationships and investments related to the entity in which Party Transactions and Investments in Non-Consolidated Entities.

Real Estate and Depreciation

Real estate assets are stated at cost less accumulated depreciation.

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The Company allocates the value of real estate acquired among land, buildings and identified intangible assets or liabilities. Costs for new roofs, site improvements, various exterior building improvements and major interior renovations. Costs incurred in connection with the acquisition of real estate are capitalized and amortized over the lease period. Routine replacements and ordinary maintenance and repairs that do not extend the life of the asset are expensed as incurred. The Company's method over the assets' estimated useful lives as follows:

Category	Years
Commercial buildings	39
Building improvements	15 - 39
Fixtures and equipment	3 - 7

The Company reviews its properties to determine if their carrying amounts will be recovered from future operating cash flows if they include lower or declining tenant occupancy, weak or declining tenant profitability, cash flows or liquidity, the Company's decision to sell or market changes that permanently reduce the value of the Company's investment. If indicators of impairment are present, the Company's estimate of future undiscounted cash flow. A property's value is impaired only if management's estimate of future undiscounted cash flows to be received from the property is less than the carrying amount of the property. If there are different potential outcomes for a property, the Company will take a probability weighted approach. If an impairment occurred, the affected assets are reduced to their fair value. The evaluation of anticipated cash flows is highly subjective and is based on many assumptions and estimates. Changes in assumptions and estimates could materially affect the results of the Company's requirements, estimated holding periods and outcome probabilities that could differ materially from actual results in future periods. To determine whether an asset has been impaired, the Company's strategy of holding properties over the long term and changes in strategy changes or market conditions otherwise dictate an earlier sale date, an impairment loss may be recognized. The Company has not recognized an impairment loss for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021.

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Acquired Real Estate Leases and Amortization

Acquired real estate leases represent costs associated with acquiring an in-place lease (i.e., the market cost to execute a similar lease plus related costs) and the value relating to leases with rents above the market rate. Amortization is computed using the straight-line method. Amortization of these combined components was approximately \$4.5 million, \$8.2 million, \$4.5 million and \$12.5 million, respectively, for the years ended 2020, 2021, 2022 and 2023, respectively.

Amortization related to costs associated with acquiring an in-place lease is included in depreciation and amortization on the cor market rate is offset against the rental revenue in the consolidated statements of income. The estimated annual amortization expense for the five years and ther

(in thousands)	
2023	
2024	
2025	
2026	
2027	
2028 and thereafter	
2028	
2029 and thereafter	

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Acquired Unfavorable Real Estate Leases and Amortization

Acquired unfavorable real estate leases represent the value relating to leases with rents below the market rate. Amortization is con months to 151 months. Amortization expense was approximately \$0.2 0.1 million, \$0.5 million \$0.2 million and \$0.9 million \$0.5 milli 2020, respectively.

Amortization related to leases with rents below the market rate is included with rental revenue in the consolidated statements of December 31, 2022 December 31, 2023 is as follows:

(in thousands)	
2023	
2024	
2025	
2026	
2027	
2028 and thereafter	
2028	
2029 and thereafter	

Asset Held For Sale

Classification of a property as held for sale typically occurs upon the execution of a purchase and sale agreement and belief by management that a property was held for sale, the Company discontinues depreciating the property and reflects the property in its consolidated balance sheet as "Asset held for sale". The Company presents the property held for sale on its consolidated balance sheet as "Asset held for sale". The Company represents a strategic shift that has, or will have, a major effect on financial results in its consolidated statements of income through

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Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less to be cash equivalents. Restricted cash reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated balance sheets.

(in thousands)	December 31,	December 31,
	2022	2021
Cash and cash equivalents	\$ 3,739	\$ 34,308
Restricted cash	2,893	6,443
Total cash, cash equivalents and restricted cash	\$ 6,632	\$ 40,751

(in thousands)
Cash and cash equivalents (1)
Restricted cash
Total cash, cash equivalents and restricted cash
(1) Includes \$2,167 at December 31, 2023, pertaining to Monument Circle, which the Company is unable to utilize for its own operational purposes.

Restricted Cash

Restricted cash consists of tenant security deposits, which are required by law in some states or by contractual agreement to be held in escrow until the lease term expires. Deposits are refunded when tenants vacate, provided that the tenant has not damaged the property.

Cash held in escrow is paid based on the terms of the closing agreement for the sale. Restricted cash also may include funds segregated for the payment of taxes or other liabilities.

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Tenant Rent Receivables

Tenant rent receivables are expected to be collected within one year. The Company provided an allowance for doubtful accounts based on its assessment of whether the collectability of operating lease receivables are probable as an adjustment to lease income rather than loss.

Related Party Mortgage Loan Receivable

Management monitors and evaluates the secured loans compared to the expected performance, cash flow and value of the underlying property.

Concentration of Credit Risks

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash investments. The Company maintains its cash balances principally in two banks which the Company believes to be creditworthy. The Company period-end cash balances are minimal. Cash balances held with various financial institutions frequently exceed the insurance limit of \$250,000 provided by the FDIC. The Company has three interest rate swap agreements that are discussed in Note 5. The related party mortgage loan receivable is held with one Special Purpose Vehicle. There is no credit deterioration that could affect the performance and value of the secured property, as well as the financial and operating results of the Company and its tenants and requires certain tenants to provide security deposits or letters of credit. Though these security deposits and letters of credit are a measure of good faith and a source of funds to offset the economic costs associated with lost rent and the costs associated with re-leasing, they do not represent 10% of its annualized rent.

Financial Instruments

The Company estimates that the carrying values of cash and cash equivalents, restricted cash, receivables, prepaid expenses, and other assets and liabilities approximate their fair values based on their short-term maturity and the bank note and term loans payable approximate their fair values as they bear interest at market rates.

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fair values based on their short-term maturity and the bank note and term loans payable approximate their fair values as they bear interest at market rates.

Straight-line Rent Receivable

Certain leases provide for fixed rent increases over the term of the lease. Rental revenue is recognized on a straight-line basis over the term of the lease agreements. Straight-line rent receivable, which is the cumulative revenue recognized in excess of amounts billed by the Company, was \$1.2 million at December 31, 2023, 2022 and 2021, and 2020, respectively. Prior to 2020, the Company provided an allowance for doubtful accounts based on its assessment of whether the collectability of operating lease receivables are probable as an adjustment to lease income rather than loss.

Deferred Leasing Commissions

Deferred leasing commissions represent direct and incremental external leasing costs incurred in the leasing of commercial space of the related lease agreements. Amortization expense was approximately \$7.1 million, \$5.9 million, \$10.7 million, \$7.1 million and \$9.6 million and 2020, 2021, respectively.

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The estimated annual amortization for the five years and thereafter following December 31, 2022 December 31, 2023 is as follows:

(in thousands)	
2023	
2024	
2025	
2026	
2027	
2028 and thereafter	
2028	
2029 and thereafter	

Common Share Repurchases

The Company recognizes the gross cost of the common shares it repurchases as a reduction in stockholders' equity using the treasury method. The Company provides that shares repurchased are classified as authorized but unissued shares. Accordingly, the Company reduces common shares and increases additional paid-in capital.

Revenue Recognition

Rental Revenue - The Company has retained substantially all of the risks and benefits of ownership of the Company's commercial real estate assets. Rental revenue is recognized on a straight-line basis over the term of the lease (including scheduled increases in rental rates during the lease term, is recognized on a straight-line basis.

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have any significant percentage rent arrangements with its commercial property tenants. Reimbursable expenses are included in the following table:

(in thousands)		2022
Income from leases	\$	107,990
Reimbursable expenses		49,736
Straight-line rent adjustment		5,895
Amortization of favorable and unfavorable leases		118
	\$	163,739

Related Party and Other Revenue - Property and asset management fees, interest income on loans and other income are recognized

Segment Reporting

The Company is a REIT focused on real estate investments primarily in the office market and currently operates in only one segment

Income Taxes

Taxes on income for the years ended December 31, 2023, 2022, 2021 and 2020, 2021 represent taxes incurred by FSP Protective Services, which is classified as an income tax for reporting purposes.

Net Income Per Share

Basic net income per share is computed by dividing net income by the weighted average number of shares outstanding during the period. There were no potential dilutive shares outstanding

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December 31, 2023, 2022 and 2020, 2021. The denominator used for calculating basic and diluted net income per share was 103,000,000 shares of common stock outstanding at December 31, 2023, 2022, and 2021 and 2020, respectively.

Derivative Instruments

The Company recognizes derivatives on the consolidated balance sheets at fair value. Derivatives that do not qualify, or are not designated in a hedge relationship to mitigate exposure to variability in expected future cash flows, or other

are accounted for by recording the fair value of the derivative instrument on the consolidated balance sheets as either an asset or liability. Payments, if any, are recorded in accumulated other comprehensive income within stockholders' equity. Amounts are then reclassified from other comprehensive income to earnings over the periods the hedged forecasted transaction affects earnings. Ineffectiveness, if any, is recognized in other comprehensive income. The effectiveness of each hedging transaction, which involves estimating future cash flows, at least quarterly. Derivative instruments designated as fair value hedges, asset, liability, or firm commitment attributable to a particular risk, such as interest rate risk, are considered fair value hedges. The Company is subject to significant variability based on changes in interest rates and counterparty credit risk. The results of such variability could affect liabilities, equity, and/or earnings.

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Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal market between market participants on the measurement date. There is also an established fair value hierarchy which requires an entity to consider the inputs to the valuation techniques used to measure fair value when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value. Financial assets and liabilities are classified based on the inputs to the valuation techniques as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to verify as of the reporting date. Level 2 inputs are inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. Level 2 inputs may include quoted prices for similar assets and liabilities (other than quoted prices), such as interest rates and yield curves that are observable at commonly quoted intervals. Level 3 inputs are unobservable inputs, such as the Company's own assumptions, as there is little, if any, related market activity or information. In instances where the determination of the fair value measurement requires the use of significant assumptions, the determination of the fair value measurement is based on the lowest level input that is significant to the fair value measurement. In instances where the determination of the fair value measurement requires the use of significant assumptions, the determination of the fair value measurement is based on the lowest level input that is significant to the fair value measurement. These inputs (See Notes 2, 3, 5 and 10) were considered and applied to the Company's derivative instruments, and Sponsored REITs. Level 2 inputs were used to value the interest rate swaps and Level 3 inputs were used to value the Sponsored REIT Loans, and assets held for sale.

Subsequent Events

In preparing these consolidated financial statements the Company evaluated events that occurred through the date of issuance of the financial statements.

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Recent Accounting Standards

In March 2020, October 2023, the Financial Accounting Standards Board ("FASB") issued ASU No. 2020-04, Reference Rate Amendments in Response to the SEC's Disclosure Update and Simplification Initiative ("ASU 2023-06"). ASU 2023-06 adds in Reference Rate Reform on Financial Reporting ("ASU 2020-04"). ASU 2020-04 contains practical expedients for reference rate contracts, Exchange Commission. The guidance in ASU 2020-04 2023-06 is optional required to be applied prospectively and may occur, effective when the removal of the related SEC disclosure requirements is effective. If the SEC does not act to remove its rule from the Accounting Standards Codification and will not be effective. The Company does not note not anticipate that the adoption statements.

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosure segment expense and other segment items on an annual and interim basis and to provide in interim periods all disclosures about a guidance in ASU 2023-07 is applied retrospectively to all periods presented in the financial statements and is effective for public companies for fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company does not anticipate that the adoption of.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09") income tax disclosures and disclosures about income taxes paid. The guidance in ASU 2023-09 should be applied prospectively by public entities for fiscal years beginning after December 15, 2024. The Company does not anticipate that the adoption of ASU 2023-09 will have a material impact on the Company's financial statements.

3. Related Party Transactions and Investments in Non-Consolidated Entities

Investment in Sponsored REITs

The Company held a common stock interest in 1, 21 and 2 Sponsored sponsored REITs at December 31, 2022 December 31, 2021, preferred stock investment in two Sponsored sponsored REITs, FSP 303 East Wacker Drive Corp. ("East Wacker") and FSP Grant Center, Inc. ("FSP Grant Center") for the months ended September 30, 2018.

Equity in income (loss) of investments in non-consolidated REITs were derived from the Company's share of income or loss in the investments in which the Company exercised influence over, but did not control these entities, and investments were accounted for using the equity method.

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Equity in income of investment in non-consolidated REITs:

The following table includes equity in income of investments in non-consolidated REITs:

	Year Ended
	December 31,
(in thousands)	2021

Equity in income of East Wacker	\$	421
Total	\$	421

Equity in income of East Wacker was derived from the Company's preferred stock investment in the entity. In December 2007, the shares, of East Wacker. On September 24, 2018, the property owned by East Wacker was sold at a gain. On October 6, 2021, the in income of non-consolidated

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REITs on the consolidated statements of income.

The following table includes distributions received from non-consolidated REITs:

	Year Ended	
	December 31,	
(in thousands)	2021	
Distributions from East Wacker	\$	421
	\$	421

Non-consolidated REITs

As of At December 31, 2022, the Company has held a non-controlling common stock interest in one Sponsored REIT in which the C

Management fees and interest income from loans:

Asset management fees range from 1% to 5% of collected rents, and the applicable contracts are cancelable with 30 day i approximately \$0, \$28,000 \$61,000 and \$71,000 \$61,000 for the years ended December 31, 2022 December 31, 2023, 2022 and 20

Prior to the consolidation of Monument Circle on January 1, 2023, the Company held the Sponsored REIT Loan, which was repo reviews reviewed the need for an allowance under CECL the current expected credit loss model for the Sponsored REIT loans Loa upon historical experiences, current conditions, and reasonable and supportable forecasts that affect affected the collectability of th financial assets secured by collateral in instances where the borrower is was experiencing financial difficulty and repayment of the S sale of the collateral. The Company uses used the fair value of the collateral at the reporting date and an adjustment to the allow financial asset exceeds exceeded the fair value of the collateral, less costs to sell.

The Company regularly evaluates evaluated the extent and impact of any credit deterioration that could affect performance and the borrower. A property's operating results and existing cash balances are were considered and used to assess whether cash flows service requirements. The Company also evaluates evaluated the borrower's competency in managing and operating the secured p and geographic sub-market in which the secured property is was located. The Company applies applied normal loan review and making that judgment.

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The Company anticipates that the Sponsored REIT Loan will be repaid through cash flow from property operations or sale of the underlying property, although the actual amount and timing of any repayment is uncertain and will likely depend on prevailing market conditions at the time of any such sale.

The following is a summary of the Sponsored REIT Loan outstanding as of December 31, 2022:

			Maximum	Amount	Interest
(dollars in thousands, except footnotes)					
Sponsored REIT	Location	Maturity Date	Amount of Loan	Outstanding 31-Dec-22	Rate at 31-Dec-22
Mortgage loan secured by property					
FSP Monument Circle LLC (1)	Indianapolis, IN	30-Jun-23	\$ 24,000	\$ 24,000	7.51 %
			<u>\$ 24,000</u>	<u>\$ 24,000</u>	

(1) This mortgage loan includes an origination fee of \$164,000 and an exit fee of \$38,000 when repaid by the borrower.

The Company recognized interest income and fees from the Sponsored REIT Loans Loan of approximately \$1.8 million \$0.0 December 31, 2023, 2022 2021 and 2020, 2021, respectively.

On October 29, 2021, the Company agreed to amend and restate its existing the Sponsored REIT Loan to FSP Monument Circle advance an additional \$3.0 million tranche of indebtedness to FSP Monument Circle LLC with the same June 30, 2023 maturity date from \$21 million to \$24 million. In addition, the Company agreed to defer all principal and interest payments due under the loan in consideration for agreeing to amend and restate the Sponsored REIT Loan, the Company obtained from the stockholders of the parent the property owned by FSP Monument Circle LLC any time on or after January 1, 2023. The amended and restated Sponsored REIT Loan additional funds to the Sponsored REIT and the loan is collateralized by the mortgage held on REIT. On June 26, 2023, the Sponsored REIT maturity was extended to September 30, 2023. On September 26, 2023, the Sponsored REIT Loan maturity was extended to September 30, 2023.

As of December 31, 2021 and 2020, we the Company did not have an allowance for credit losses recorded on our the consolidated provision for credit losses during the year ended December 31, 2022. The change in the allowance for credit losses during the year ended December 31, 2022, reflects the impact of the real estate market, changes to key assumptions applied within our financial model to reflect these market changes, such as the exit capital balance. The following table presents a roll-forward of our allowance for credit losses.

(Dollars in thousands)	For the Year Ended December 31,	
	2022	2021
Beginning allowance for credit losses	\$ —	\$ —
Additional increases to the allowance for credit losses	4,237	—
Ending allowance for credit losses	<u>\$ 4,237</u>	<u>\$ —</u>

The following is quantitative information about significant unobservable inputs in our Level 3 measurement of the collateral of the Sp

Description	Fair Value (1) at	Valuation Technique	Significant	Range		Weighted
	December 31, 2022			Unobservable Input	Min	Max
	(in thousands)					
Sponsored REIT Loan	\$ 19,763	Discounted Cash Flows	Exit Cap Rate	7.50 %	7.50 %	7.50 %
			Discount Rate	9.50 %	9.50 %	9.50 %
(1) Classified within Level 3 of the fair value hierarchy.						
(2) Unobservable inputs were weighted based on the fair value of the related instrument.						

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year ended December 31, 2022. The change in the allowance for credit losses during the year ended December 31, 2022 is pr assumptions applied within the Company's financial model to reflect these market changes, such as the exit capitalization and di Company recorded a \$4.2 million decrease in its provision for credit losses during the year ended December 31, 2023. The change the consolidation of Monument Circle. The following table presents a roll-forward of the Company's allowance for credit losses.

(In thousands)	For the Year Ended December 31,			
	2023	2022		
Beginning allowance for credit losses	\$ (4,237)	\$ —	\$	
Additional increases to the allowance for credit losses	—	(4,237)		
Reductions to the allowance for credit losses	4,237	—		
Ending allowance for credit losses	\$ —	\$ (4,237)	\$	

The following is quantitative information about significant unobservable inputs in our Level 3 measurement of the collateral of the S 2022:

Description	Fair Value (1) at		Significant	Range		Weighted	
	December 31, 2022	Valuation Technique		Unobservable Input	Min		Max
	(in thousands)						
Sponsored REIT Loan	\$	19,763	Discounted Cash Flows	Exit Cap Rate	7.50 %	7.50 %	7.50 %
				Discount Rate	9.50 %	9.50 %	9.50 %
(1) Classified within Level 3 of the fair value hierarchy.							
(2) Unobservable inputs were weighted based on the fair value of the related instrument.							

4. Bank Note Payable, Term Note Payable and Private Placements

JPM Term Loan

On August 2, 2018, the Company entered into an Amended and Restated Credit Agreement with JPMorgan Chase Bank, N.A., as thereto (the "JPM Credit Agreement"), which provides a single unsecured bridge loan in the aggregate principal amount of \$150 million portion of the JPM Term Loan with a portion of the proceeds from the December 23, 2020 sale of its Durham, North Carolina property. On June 4, 2021, the Company repaid the remaining \$100 million outstanding on the loan, which had been scheduled to mature on ~~million~~ \$0.1 million related to unamortized deferred financing costs.

Although the interest rate on the JPM Term Loan was variable under the JPM Credit Agreement, the Company fixed the LIBOR transactions. On March 7, 2019, the Company entered into ISDA Master Agreements with various financial institutions to hedge the JPM Credit Agreement. Effective March 29, 2019, the Company fixed the LIBOR-based rate at 2.44% per annum on a \$100 million portion of the JPM Term Loan of approximately \$1.2 million to terminate the interest rate swap, which was scheduled to mature on November 30, 2021.

BMO Term Loan

On ~~September 27, 2018~~ February 10, 2023, the Company entered into a ~~First Amendment to the~~ Second Amended and Restated Credit Agreement with BMO Bank of Montreal, as administrative agent (the "BMO First Amendment"). The BMO First Amendment amended the ~~Second Amended and Restated Credit Agreement~~ institutions party thereto (as amended by the BMO First Amendment, the "BMO Credit Agreement") to, among other things, extend the

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October 1, 2024 and change the interest rate from a number of basis points over LIBOR depending on the Company's credit rating to 300 basis points over the base rate. The BMO Credit Agreement initially provided for an unsecured term loan borrowing in the amount of \$220 million (the "BMO Term Loan"). Subsequent to the BMO First Amendment, on December 31, 2022, the BMO Credit Agreement was further amended. See Note 11 in these Consolidated Financial Statements for additional description of the BMO Term Loan as of December 31, 2022. The BMO Term Loan, initially consisting of a single, unsecured term loan borrowing in the amount of \$40 million, which \$165 million remained fully advanced and outstanding as of December 31, 2022. The BMO Term Loan, initially consisting of a single, unsecured term loan borrowing in the amount of \$40 million, which \$165 million remained fully advanced and outstanding as of December 31, 2022. On June 4, 2021, the Company repaid the tranche A term loan and incurred a loss on extinguishment of debt of \$0.1 million related to unamortized deferred financing costs. The repayment was made with a portion of the proceeds from the May 27, 2021 offering of the BMO Term Loan. The BMO Credit Agreement also includes an accordion feature that allows the Company to increase the balance of the BMO Term Loan up to \$220 million, which matures on October 1, 2024.

Effective February 10, 2023 upon entering into the BMO First Amendment, the BMO Term Loan bears interest at either (i) 300 basis points over the base rate, 0.11448%, 0.26161% or 0.42826%, respectively, or (ii) 200 basis points over the base rate. Prior to receipt of lender commitments, the BMO Term Loan bears interest at either (i) a number of basis points over the base rate, 65 basis points or 100 basis points, respectively, or (ii) a number of basis points over the base rate depending on the Company's credit rating (65 basis points or 100 basis points, respectively).

As of December 31, 2022, the BMO Term Loan bears interest at either (i) a number of basis points over the base rate, 65 basis points or 100 basis points, respectively, or (ii) a number of basis points over the base rate depending on the Company's credit rating (65 basis points or 100 basis points, respectively).

As of December 31, 2023, the interest rate or base rate is determined based on the Company's credit rating pursuant to the following table:

Level	Credit			LIBOR Rate	Base Rate
	Rating			Margin	Margin
I	A-	/A3	(or higher)	85.0 bps	— bps
II	BBB+	/Baa1		90.0 bps	— bps
III	BBB	/Baa2		100.0 bps	— bps
IV	BBB-	/Baa3		125.0 bps	25.0 bps
V	<BBB-	/Baa3		165.0 bps	65.0 bps

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For purposes of the BMO Term Loan base was 8.47% per annum. The weighted average variable interest rate means, for any day 2023, which is when the Company terminated its outstanding interest rate per annum equal swaps applicable to the highest of: (i) the and (iii) the one month LIBOR based rate for such day plus 1.00%. As of December 31, 2022, the Company's credit rating from M 2023 was Ba1.

approximately 8.11% per annum.

Although the interest rate on the BMO Term Loan is variable under the BMO Credit Agreement, the Company fixed the base LIBOR rate swap transactions. On August 26, 2013, the Company entered into an ISDA Master Agreement with Bank of Montreal that fi matured on August 26, 2020. On February 20, 2019, the Company entered into ISDA Master Agreements with a group of banks th the period beginning on August 26, 2020 and ending January 31, 2024. Accordingly, based upon the Company's credit rating, as of Term Loan was 4.04% per annum. On June 4, 2021 February 8, 2023, the Company paid terminated all outstanding interest rate received an aggregate of approximately \$0.6 4.3 million as a result of such terminations, of which approximately \$0.1 million relate was scheduled to mature on November 30, 2021. receivable.

The BMO Credit Agreement contains customary affirmative and negative covenants for credit facilities of this type, including lir disposition of assets, changes in business, certain restricted payments and repurchases and redemptions of the Company's comm requirement to have subsidiaries provide a guaranty in the event that they incur recourse indebtedness and transactions with aff make quarterly dividend distributions that exceed \$0.01 per share of the Company's common stock; provided, however, that notv based on the Company's good faith estimate of projected or estimated taxable income or otherwise as necessary to retain the Com Section 857 of the Internal Revenue Code or to eliminate any income or excise taxes to which the Company would otherwise be e Company to maintain a minimum tangible net worth, a maximum leverage ratio, a maximum secured leverage ratio, a maximum : unencumbered leverage ratio, and minimum unsecured interest coverage.

The BMO Credit Agreement provides for customary events of default with corresponding grace periods, including failure to pay ar Company (as defined in the BMO Credit Agreement). In the event of a default by the Company, the administrative agent may, and e BMO Credit Agreement immediately due and payable, terminate the lenders' commitments to make loans under the BMO Credit A the BMO Credit Agreement and related

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Level	Leverage Ratio	Daily SOFR Rate Loans, Term SOFR Loans and Letter of Credit Fees
I	< 35.00%	1.550%
II	≥ 35.00% - < 40.00%	1.650%
III	≥ 40.00% - < 45.00%	1.750%
IV	≥ 45.00% - < 50.00%	1.950%
V	≥ 50.00% - < 55.00%	2.150%
VI	≥ 55.00%	2.350%

In the event that the Company is assigned an investment grade credit rating, the Company has a one-time right to elect the following percentages:

Level	Credit Rating	Daily SOFR Rate Loans, Term SOFR Loans and Letter of Credit Fees
I	A-/A3 (or higher)	0.725%
II	BBB+/Baa1	0.775%
III	BBB/Baa2	0.850%
IV	BBB-/Baa3	1.050%
V	<BBB-/Baa3	1.400%

Base rate means, for any day, a fluctuating rate per annum equal to the highest of: (i) the rate of interest in effect for such day as published in the Federal Funds Rate plus 1/2 of 1% (0.50%), (iii) term SOFR for one month plus 1.00% and (iv) 1.00%. If the base rate is being determined pursuant to (i), (ii) and (iv).

Based upon the Company's credit rating, as of December 31, 2022, the interest rate on the BofA Revolver amounts outstanding under the BofA Revolver through December 31, 2023 was approximately 2.52%.

The BofA Credit Agreement contains customary affirmative and negative covenants for credit facilities of this type, including limitation on the disposition of assets, changes in business, certain restricted payments, use of proceeds, the amount of cash and cash equivalents available for general corporate purposes, repurchases and redemptions of the Company's common stock, going concern qualifications to the Company's guaranty in the event that they incur recourse indebtedness and transactions with affiliates. The BofA Credit Agreement also contains, among other things, a maximum leverage ratio, a maximum

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secured leverage ratio, a maximum secured recourse leverage ratio, a minimum fixed charge coverage ratio, a maximum unencumbered

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minimum unsecured interest coverage ratio. The BofA Credit Agreement also restricts the Company's ability to make [quarterly](#) [estimate of projected funds from operations for the applicable fiscal year](#), [common stock](#), provided, however, that notwithstanding the Company's good faith estimate of projected or estimated taxable income or otherwise as necessary to retain the Company's status of the Internal Revenue Code or to eliminate any income or excise taxes to which the Company would otherwise be subject. The [Cc 31, 2022](#) [December 31, 2023](#).

The BofA Credit Agreement provides for customary events of default with corresponding grace periods, including failure to pay any Agreement, certain cross defaults and a change in control of the Company (as defined in the BofA Credit Agreement). In the event the request of the requisite number of lenders shall, declare all obligations under the BofA Credit Agreement immediately due and Agreement and related documents. For certain events of default related to bankruptcy, insolvency, and receivership, all outstanding

The Company may use the net proceeds of the BofA Revolver [to finance the acquisition of real properties and for other permitted i](#) [retire indebtedness and for](#) working capital and other general business purposes, [including for building improvements, tenant im](#) BofA Credit Agreement.

Former BofA Credit Facility

On July 21, 2016, the Company entered into a First Amendment (the "BofA First Amendment"), and on October 18, 2017, the C Second Amended and Restated Credit Agreement dated October 29, 2014 among the Company, the lending institutions party there by the BofA First Amendment and the BofA Second Amendment, the "Former BofA Credit Facility") that continued an existing uns (the "Former BofA Term Loan"). Effective simultaneously with the closing of the BofA Credit [Agreement Facility](#) on January 11 commitments under the Former BofA Revolver in their entirety.

For purposes of the Former BofA Credit Facility, base rate meant, for any day, a fluctuating rate per annum equal to the highest of 0.50%, and (iii) the one month LIBOR based rate for such day plus 1.00%. As of December 31, 2022, the Company's credit rating fr

As of December 31, 2021, and during 2022, there were no borrowings under the Former BofA Revolver. The weighted average interest ended December 31, 2021 was approximately 1.33% per annum.

Former BofA Term Loan Highlights

- The Former BofA Term Loan was repaid in its entirety on September 6, 2022.
- The original principal amount of the [Former](#) BofA Term Loan was \$400 million. On September 30, 2021, the Company incurred a loss on extinguishment of debt of \$0.7 million related to the remaining \$110 million balance of the Former BofA Term Loan in full and incurred a loss on extinguishment of debt of \$0.7 million. As of December 31, 2022, there was no balance outstanding under the Former BofA Term Loan.

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- If the Company had not prepaid the Former BofA Term Loan on September 6, 2022, the Former BofA Term Loan w

The Former BofA Term Loan bore interest at either (i) a margin over LIBOR depending on the Company's credit rating (1.75% over rate depending on the Company's credit rating (0.75% over the base rate at the date of repayment on September 6, 2022).

The interest rate on the Former BofA Term Loan was variable through the date of ~~prepayment~~ repayment on September 6, 2022. Term Loan by entering into interest rate swap transactions. On July 22, 2016, the Company entered into ISDA Master Agreements v Loan at 1.12% per annum for the period beginning on September 27, 2017 and ended on September 27, 2021. The weighted avera through the date of repayment on September 6, 2022, was approximately 2.65% per annum. Based upon the Company's credit r 1.84% per annum. The weighted average variable interest rate on all amounts outstanding under the Former BofA Term Loan aft from September 28 through December 31, 2021, was approximately 1.85% per annum.

Senior Notes

On October 24, 2017, the Company entered into a note purchase agreement (the "Note Purchase Agreement") with the various p senior unsecured notes. Under the Note Purchase Agreement, the Company agreed to sell to the Purchasers an aggregate prin Series A Senior Notes due December 20, 2024 in an aggregate principal amount of \$116 million (the "Series A Notes") and (ii) Se million \$84 million (the "Series B Notes," and, together with the Series A Notes, the "Senior Notes"). On December 20, 2017, th balance of the Former BofA Revolver. Subsequent to December 31, 2023, on February 21, 2024, the Note Purchase Agreemen additional disclosure regarding the amendment. Unless otherwise indicated, all of the information in this description of the Senior N we entered into on February 21, 2024.

The Senior Notes bear interest depending on the Company's credit rating. As of ~~December 31, 2021~~ December 31, 2023, the Serie at 4.76% per annum.

The Note Purchase Agreement contains customary financial covenants, including a maximum leverage ratio, a maximum secured l leverage ratio. The Note Purchase Agreement also contains restrictive covenants that, among other things, restrict the ability c consolidate, create liens, make certain restricted payments, enter into certain agreements or prepay certain indebtedness. Su covenants contained in the BofA Credit Agreement and the BMO Credit Agreement. The Senior Notes financial covenants require, a maximum leverage ratio and an unsecured leverage ratio of no more than 60% (65% if there were a significant acquisition for a s Purchase Agreement will automatically incorporate additional financial and other specified covenants (such as limitations on inves agreements, other material indebtedness or certain other private placements of debt of the Company and its subsidiaries. The defaults, cross defaults with certain other indebtedness, breaches of covenants and bankruptcy events. In the case of an event c obligations. The Company was in compliance with the Senior Notes financial covenants as of ~~December 31, 2021~~ December 31, 20

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5. Financial Instruments: Derivatives and Hedging

On July 22, 2016, the Company entered into interest rate swap transactions that fixed the interest rate for the period beginning on S (the "2017 Interest Rate Swap"). On March 7, 2019, the Company entered into interest rate swap transactions that fixed the interest a \$100 million portion of the JPM Term Loan

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(the (the "2019 JPM Interest Rate Swap"). On February 20, 2019, the Company entered into interest rate swap transactions that fi 2024 on the BMO Term Loan (the "2019 BMO Interest Rate Swap"). The variable rates that were fixed under the 2019 BMO Interes 2019 BMO Interest Rate Swap applicable to the BMO Term Loan and, on February 10, 2023, the Company received an aggregate \$0.1 million related to interest receivable. The variable rates that were fixed under the 2017 Interest Rate Swap, the 2019 JPM Inte "Interest Rate Swaps") are described in Note 4. As of December 31, 2023, there were no derivative instruments.

On June 4, 2021, the Company paid approximately \$1.2 million to terminate the 2019 JPM Interest Rate Swap that was scheduled of the 2019 BMO Interest Rate Swap that was scheduled to mature on November 30, 2021. As a result of the terminations, appro (loss) was reclassified into earnings. The JPM Term Loan and a portion of the BMO Term Loan related to these interest rate swaps

The Interest Rate Swaps qualify qualified as cash flow hedges and have been recognized on the consolidated balance sheets at changes in the fair value of the derivative will either be offset against the change in fair value of the hedged asset, liability, or firm hedged item is recognized in earnings. The ineffective portion of a derivative's change in fair value will be recognized in earnings increase or decrease reported net income and stockholders' equity prospectively, depending on future levels of interest rates and c will have no effect on cash flows.

The following table summarizes the notional and fair value of our the Company's derivative financial instruments instrument at Dec involvement in these instruments this instrument at that time, but does not represent exposure to credit, interest rate or market risks.

(in thousands)	Notional	Strike	Effective	Expiration	Fair Value	
	Value	Rate	Date	Date	December 31, 2022	
2019 BMO Interest Rate Swap	\$ 165,000	2.39 %	Aug-20	Jan-24	\$	4,358
(1) Classified within Level 2 of the fair value hierarchy.	(1) Classified within Level 2 of the fair value hierarchy.					

The 2019 BMO Interest Rate Swap was reported as an asset with a fair value of approximately \$4.4 million and a liability of approxi The balance is included in other assets: derivative asset and other liabilities: derivative liabilities in the consolidated balance sheet a

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The gain/(loss) on the Company's Interest Rate Swaps that was recorded in OCI and the accompanying consolidated statement **2022** December 31, 2023, **2021** 2022 and **2020**, **2021**, respectively, was as follows:

(in thousands)	
Interest Rate Swaps in Cash Flow Hedging Relationships:	
	2022
Amounts of gain (loss) recognized in OCI	\$ 8,451
Amounts of previously recorded loss reclassified from OCI into Interest Expense	\$ (1,146)
Amounts of gain recognized in OCI	
Amounts of previously recorded gain (loss) reclassified from OCI into Interest Expense	
Total amount of Interest Expense presented in the consolidated statements of operations	\$ 22,808

Over time, the unrealized gains and losses held in accumulated other comprehensive income will be reclassified into earnings as interest payments affect earnings. The Company estimates that approximately \$**4.0** **0.4** million of the current balance held in accu months.

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The Company **is hedging** **hedged** the exposure to variability in anticipated future interest payments on existing debt.

The BMO Term Loan, **Former** BofA Term Loan and JPM Term Loan hedging transactions used derivative instruments that **involve** hedging contracts and the risk that unanticipated and significant changes in interest rates **will** **would** cause a significant loss of b contracts to be with counterparties that have investment grade ratings. As a result, the Company **does** **did** not anticipate that a assurance that the Company **will** **would** be able to adequately protect against the foregoing risks or that it **will** **would** ultimately connection with engaging in such hedging strategies.

The fair value of the Company's derivative instruments are determined using the net discounted cash flows of the expected cash flo reflect credit or nonperformance risk. The risk is estimated by the Company using credit spreads and risk premiums that are observ value hierarchy and were classified as an asset or liability on the consolidated balance sheets.

The Company's derivatives are recorded at fair value in other assets: derivative asset and other liabilities: derivative liability in the recorded to other comprehensive income in the consolidated statements of other comprehensive income (loss).

6. Stockholders' Equity

Equity-Based Compensation

On May 20, 2002, the stockholders of the Company approved the 2002 Stock Incentive Plan (the "Plan"). The Plan is an equity-based plan that provides for the grant of up to 2,000,000 shares of the Company's common stock ("Awards"). All of the Company's employees, officers, directors, consultants and advisors are eligible to receive Awards under the Plan, at the discretion of the Company's Board of Directors, and have no vesting requirements. Upon granting an Award, the Company will recognize the expense of the Award over the term of the Award, as determined by the Company's Board of Directors, on the date of the grant.

On May 18, 2023, May 17, 2022, May 20, 2021 and June 4, 2020, the Company granted shares under the Plan to the employees, officers, directors, consultants and advisors of the Company, as shown in the table below, which was recognized during the

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years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021, respectively, and is included in general and administrative expenses on the date of issuance.

	Shares Available for Grant
Balance December 31, 2019	
Shares granted 2020	
Balance December 31, 2020	
Shares granted 2021	
Balance December 31, 2021	
Shares granted 2022	
Balance December 31, 2022	
Shares granted 2023	
Balance December 31, 2023	

Repurchase of Common Stock

On June 23, 2021, the Board of Directors of the Company authorized the repurchase of up to \$50 million of the Company's common stock in any manner as permitted by federal securities laws. The repurchase authorization may be suspended or discontinued at any time. The

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Company repurchased 3,396,243 shares of common stock during the third and fourth quarter of 2021 at an aggregate cost of a inclusive of brokerage commissions. The Company repurchased 846,739 shares of common stock during the first quarter of 2 approximately \$5.72 per share, inclusive of brokerage commissions. The Company did not repurchase any shares of common stock **announced it had discontinued the previous repurchase authorization made on June 23, 2021.** The excess of the purchase price capital.

A summary of the repurchase of common stock by the Company is shown in the following table:

(Cost in thousands)

Balance December 31, 2020	
Repurchase of shares	
Balance, December 31, 2021	
Repurchase of shares	
Balance, December 31, 2022	

7. Federal Income Tax Reporting

General

The Company has elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"). As a REIT, the Company's shareholders, thereby effectively subjecting the distributed net income of the Company to taxation at the shareholder level only. These restrictions include the type of income it can earn, the type of assets it can hold, the number of shareholders it can have and the amount of income that must be distributed annually.

One such restriction is that the Company generally cannot own more than 10% of the voting power or value of the securities of any other entity. In the case of TRSs, the Company's ownership of securities in all TRSs generally cannot exceed 20% (25% of taxable years beginning after 2017) when considered together with other **non-real non-**

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real estate assets, cannot exceed 25% of the value of all of the Company's assets. FSP Investments LLC and FSP Protective TRS under the Code. The TRSs have gross amounts of net operating losses ("NOLs") available to those taxable corporations of \$

2021, 2022, respectively. The NOLs created prior to 2018 will expire between 2030 and 2047 and the NOLs generated after 2017 v realization of any tax benefits from such NOLs is not assured.

Income taxes are recorded based on the future tax effects of the difference between the tax and financial reporting bases of the C events are considered except for potential changes in income tax law or in rates.

The Company adopted an accounting pronouncement related to uncertainty in income taxes effective January 1, 2007, which did n with the adoption. Accrued interest and penalties will be recorded as income tax expense if the Company records a liability in the fut and one or more of its subsidiaries files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The statu such, the Company's returns that remain subject to examination would be primarily from 2019 2020 and thereafter.

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The Company is subject to a business tax known as the Revised Texas Franchise Tax. Some of the Company's leases allow reir replaces a portion of the property tax for school districts. Because the tax base on the Revised Texas Franchise Tax is derived from provision for the Revised Texas Franchise Tax of \$0.2 0.3 million, \$0.2 million and \$0.3 \$0.2 million for the years ended December 3

Net operating losses

Section 382 of the Code restricts a corporation's ability to use net operating losses ("NOLs") to offset future taxable income followw and accordingly a portion of the NOLs incurred by the Sponsored Company's prior sponsored REITs available for use by the Comp does not utilize the full amount of the annual NOLs limit, the unused amount may be carried forward to offset taxable income in fut Company's NOLs will expire in 2027. Approximately \$0.10.7 million of NOLs expired in 2023 and approximately \$0.1 million of NOL offset federal net taxable capital gains resulting from the sale of properties in 2021, therefore approximately \$11.1 million of valu amount of the gross NOLs available as the realization of any tax benefits remaining from such NOLs is not assured. The gross arr million as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively, with full valuation allowances.

Income Tax Expense

The income tax expense reflected in the consolidated statements of income relates primarily to state income taxes as a result of so lesser extent, the Revised Texas Franchise Tax. FSP Protective TRS Corp. provides taxable services to tenants at some of the Con

(Dollars in thousands)

Revised Texas Franchise Tax
Other Taxes
Tax expense

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Taxes on income are a current tax expense. No deferred income taxes were provided as there were no material temporary differences.

At December 31, 2023, the Company's net tax basis of its real estate assets is more than the amount set forth in the Company's consolidated balance sheets by \$153.7 million.

Tax Components

The following summarizes the tax components of the Company's common distributions paid per share for the years ended December 31, 2022 and December 31, 2021.

	2022		2021		Per Share
	Per Share	%	Per Share	%	
Ordinary income	\$ —	— %	\$ —	— %	\$ —
Capital gain	0.14	70 %	0.68	100 %	0.82
Return of capital	0.06	30 %	—	— %	—
Total	\$ 0.20	100 %	\$ 0.68	100 %	\$ 0.82

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8. Leases

Leases as a Lessee:

The Company entered into a noncancelable contract with a third party to obtain office space that commenced on September 1, 2024 and will expire on September 30, 2024. As of December 31, 2022, the Company's right-of-use asset was \$0.7 million. As of December 31, 2023, the Company's right-of-use asset was \$0.3 million.

The Company has an option to extend the terms of its office space lease with one 5-year extension option. As of December 31, extension option is not recognized as part of the Company's right-of-use asset and lease liability.

A discount rate equal to the Company's incremental borrowing rate was applied to the future monthly contractual lease payments. The incremental borrowing rate is the rate equal to the closest borrowing under the BofA Revolver at the time of the Company's ad

Lease Costs	
(in thousands)	Decer
Operating lease cost	\$
	\$
Other information	
Cash paid for amounts included in the measurement of lease liabilities	
Weighted average remaining lease terms in years - operating leases	
Weighted average discount rate - operating leases	
Maturity analysis for liabilities	To
	Undisc
(in thousands)	Cash
Discount rate at commencement	
2023	\$
2024	
	\$
Present value lease liability	\$
Difference between undiscounted cash flows and discounted cash flows	\$

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Leases as a Lessor:

The Company is a lessor of commercial real estate with operations that include the leasing of office and industrial properties. Many may also include options to terminate leases. The Company considers several inputs when evaluating the amount it expects to de life, expected market conditions, fair value of lease payments, expected fair values of underlying assets, and expected deploymen value in its commercial real estate is to re-lease the commercial space.

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The Company has elected to apply the practical expedient to not separate non-lease components from the related lease component payments, early termination fees, common area maintenance cost reimbursements, and parking lease payments. The Company recognizes these as lease components.

For the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021, the Company recognized the following:

Income relating to lease payments:

(in thousands)

Income from leases (1)

December 31,

\$

\$

Undiscounted Cash Flows

(in thousands)

Year ended

December 31,

2023

2024

2025

2026

2027

2028 and thereafter

2028

2029 and thereafter

\$

(1) Amounts recognized from variable lease payments were \$49,730, \$54,825 and \$61,310 for the years ended December 31, 2022, 2021 and 2020, respectively.

(1) Includes amounts recognized from variable lease payments of \$42,311, \$49,730 and \$54,825 for the years ended December 31, 2023, 2022 and 2021, respectively.

9. Retirement Plan

In 2006, the Company established a 401(k) plan to cover eligible employees, which permitted deferral of up to \$17,000 per year (Internal Revenue Code). An employee's elective deferrals are immediately vested upon contribution to the 401(k) plan. The Company's annual compensation up to \$200,000. In addition, we may elect to make an annual discretionary profit-sharing contribution of up to \$0.1 million and \$0.1 million for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021, respectively.

10. Dispositions of Property

In 2021, the Company determined that further debt reduction would provide greater financial flexibility and potentially increase sl
properties where it believes valuation potential has been reached.

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In 2023, the Company sold one office property located in Elk Grove, Illinois on March 10, 2023, for a sales price of \$29.1 milli
disposition principally to repay a portion of outstanding indebtedness. The Company sold one office property located in Charlotte
million. During the three months ended September 30, 2023, the Company recorded a gain on sale of \$53,000 as a result of c
property to the Town of Addison as part of a road revitalization project.

During the three months ended September 30, 2023, the Company reclassified \$96.4 million of its office properties in Miami, F
Company recorded these properties at the fair value less cost to sell, which was less than the carrying value and resulted in a
reclassification was a non-cash investing activity on the statement of cash flows. The Company estimated the fair value of these pr
by third parties (Level 3 inputs, as there is no active market).

During the three months ended September 30, 2023, the Company entered into an agreement to sell a property in Plano, Texas for
The Company reclassified \$36.2 million of this office property as an asset held for sale as of September 30, 2023. The reclassifica
2023, the Company completed the sale of the property located in Plano, Texas for a sales price of \$48.0 million at a gain of approx
held for sale, an office property located in Miami, Florida for a sales price of \$68.0 million at a loss of approximately \$18.9 million.

The asset held for sale located in Atlanta, Georgia, was expected to sell for a sales price of \$40.0 million at a loss of approxima
however on November 15, 2023, the Company received notice from the buyer indicating that the buyer was terminating the transac
31, 2023, the office property remained classified on the consolidated balance sheet as an asset held for sale in the amount of \$39.
depreciation, \$4.4 million of straight-line rents receivable, and \$2.9 million of deferred leasing commissions, net of accumulated
months.

During the three months ended September 30, 2023, the Company entered into a purchase and sale agreement, which was subs
\$35.0 million. During the three months ended December 31, 2023, the Company recorded this property at the fair value less cost
million. The Company reclassified \$34.4 million of this office property as an asset held for sale, which comprised of \$31.1 million in
receivable, and \$2.0 million in deferred leasing commissions, net of accumulated amortization.

In 2022, the Company sold two office properties located in Broomfield, Colorado on August 31, 2022 for an aggregate sales price c
property located in Evanston, Illinois on December 28, 2022 for a sales price of \$27.8 million, at a gain of approximately \$3.9 million
indebtedness.

In 2021, the Company sold three office properties located in Atlanta, Georgia on May 27, 2021 for an aggregate sales price of app
also sold an office property in Dulles, Virginia on June 29, 2021 for a sales price of approximately \$17.3 million, at a loss of \$2.1 m
31, 2021 for a sales price of approximately \$35 million, at a loss of approximately \$1.7 million. The Company sold two office propert

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Chesterfield, Missouri on September 23, 2021 for an aggregate sales price of approximately \$67 million, at a gain of approximately \$223.9 million, for a sales price of approximately \$223.9 million, at a gain of approximately \$86.8 million. The Company sold two office properties of \$40 million, at a loss of \$2.9 million.

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In 2020, the Company sold an office property located in Durham, North Carolina on December 23, 2020 for a sales price of approximately \$40 million, at a loss of \$2.9 million.

The Company concluded the dispositions did not represent a strategic shift and reports the results of operations of its properties based on operating expenses, real estate taxes and insurance and depreciation and amortization.

The operating results for the properties that the Company disposed of or classified as assets held for sale are summarized below:

(in thousands)		2022
Rental revenue		\$ 1
Rental operating expenses		(
Real estate taxes and insurance		(
Depreciation and amortization		(
Income from dispositions		\$
Income from dispositions and assets held for sale		

11. Subsequent Events

As of January 1, 2023, the Company will be consolidating FSP Monument Circle LLC. The Company obtained from the stockholders of FSP Monument Circle LLC their consent to the consolidation of any sale of the property owned by FSP Monument Circle LLC any time on or after January 1, 2023, which triggers consolidation accounting.

On January 4, 2023, the Company entered into a purchase and sale agreement for the potential disposition of a property located in Chicago, Illinois. The agreement is subject to certain closing conditions and is expected to close on or about February 24, 2023.

On January 13, 2023 January 12, 2024, the Board of Directors of the Company declared a cash distribution of \$0.01 per share c record on January 27, 2023 January 26, 2024.

On February 8, 2023 January 26, 2024, the Company terminated all remaining interest rate swaps applicable to the BMO Term L located in Richardson, Texas for \$35 million at a loss of approximately \$4.3 \$2.1 million, which was recorded as a result an impairme

On February 10, 2023, the Company entered into a First Amendment (the "BMO First Amendment") to the BMO Term Loan. On million portion of the BMO Term Loan, so that \$125 million remains outstanding. On or before April 1, 2024, the Company is Amendment, among other items, extended the maturity date of the BMO Term Loan from January 31, 2024 to October 1, 2024, t LIBOR depending on the Company's credit rating to 300 basis points over SOFR, and made certain changes to conditions and cove

On February 10, 2023 February 21, 2024, the Company entered amended the BofA Revolver (now known as the "BofA Term I institutions party thereto (the "BofA Second Amendment"). The BofA Second Amendment amended the Credit Agreement dated Amendment to Credit Agreement dated February 10, 2023 (the "BofA First Amendment"), to, the BofA Revolver. The BofA First October 1, 2024 to April 1, 2026; (2) convert borrowings from being either revolving loans or letters of the of the BofA Revolver Revolver from up to \$237.50 million to up to \$150 million effective February 10, 2023, with further reductions to \$125 million effective change the interest rate on the BofA Revolver from a number of 300 basis points over SOFR depending on the Company's credit ra SOFR of 500 basis points; (4) provide that, if, as of March 31, 2025, the aggregate principal amount outstanding under the BMO T spread over SOFR will permanently increase by 100 basis points from 300 basis points to 400 basis points; (5) require mandatory net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the BMO Term Loan; remaining 10% to be retained by the Company; (6) require that, within 90 days of the February 21, 2024 effective date of the Bof BofA Term Loan; (7) require that, within 90 days of the February 21, 2024 effective date of the BofA Second Amendment, the Comp the BofA Term Loan; (8) reduce the Company's minimum fixed charge coverage ratio from 1.50x to conditions 1.25x; and (9) reduc February 21, 2024, as part of the BofA Second Amendment, the Company repaid an approximately \$22.7 million portion of the B Term Loan.

On February 21, 2024, the Company amended the BMO Term Loan by entering into a Second Amendment to Second Amended a party thereto (the "BMO Second Amendment"). The BMO Second Amendment amended the Second Amended and Restated Cre amended by the First Amendment to Second Amended and Restated Credit Agreement dated February 10, 2023 (the "BMO Firs 2024 to April 1, 2026; (2) change the interest rate from either 300 basis points over SOFR or 200 basis points over the base rate 1 basis points over the base rate with a floor on the base rate of 600 basis points; (3)

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and covenants. As provide that, if, as of February 10, 2023 March 31, 2025, there were borrowings of \$105 million drawn and the a including a borrowing Term Loan and the Senior Notes exceeds \$200 million, the spread over SOFR or the base rate, as applical points in the case of \$40 million used SOFR, and from 200 basis points to repay a 300 basis points in the case of the base rate; (4) Senior Notes with net cash proceeds from the disposition of property, assets and equity issuances as follows: (a) 25.55556% to the Notes; and (d) the remaining 10% to be retained by the Company; (5) require that, within 90 days of the February 21, 2024 ef guarantee the BMO Term Loan; (6) require that, within 90 days of the February 21, 2024 effective date of the BMO Second Amendi as collateral for the BMO Term Loan; (7) reduce the Company's minimum fixed charge coverage ratio from 1.50x to 1.25x; and (8) r On February 21, 2024, as part of the BMO Second Amendment, the Company repaid an approximately \$29.0 million portion of the f

On February 21, 2024, the Company amended the Senior Notes by entering into a First Amendment to Note Purchase Agreement amended the Note Purchase Agreement dated October 24, 2017 (the "Original Note Purchase Agreement") to, among other things: (1) extend the maturity date of the Series A Notes from December 20, 2026 to April 1, 2026; (2) shorten the maturity date of the Series B Notes from December 20, 2027 to April 1, 2026; (3) increase the per annum interest rate applicable to the Series A Notes from 4.76% per annum to 8.00% per annum; (4) increase the interest rate applicable to the Series B Notes from 4.76% per annum to 8.00% per annum; (5) provide that if the aggregate principal amount of the BMO Term Loan, the BoFA Term Loan and the Senior Notes exceeds \$200 million, the per annum interest rates applicable to the Series A Notes shall be increased to 9.00% per annum; (6) require mandatory prepayments of the BMO Term Loan, the BoFA Term Loan and the Senior Notes as follows: (a) 25.555556% to the BMO Term Loan; (b) 20.000000% to the BoFA Term Loan; (c) 44.444444% to the Senior Notes; and (d) 25.555556% to the Senior Notes. Pursuant to the February 21, 2024 effective date of the NPA First Amendment, certain of the Company's subsidiaries guarantee the Senior Notes. Pursuant to the February 21, 2024 First Amendment, the Company pledge its equity interests in certain of the Company's subsidiaries as collateral for the Senior Notes. Pursuant to the February 21, 2024 Purchase Agreement with the BoFA Credit Agreement and the BMO Credit Agreement. On February 21, 2024, as part of the NPA First Amendment, the Company amended the Senior Notes so that approximately \$86.8 million of the Series A Notes remains outstanding. In addition, on February 21, 2024, the Company amended the Senior Notes so that approximately \$62.8 million of the Series B Notes remains outstanding.

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Franklin Street Properties Corp.
Valuation and qualifying accounts:

REFINITIV 



Commercial Properties:											
Forest Park, Charlotte, NC	—	\$ 1,559	\$ 5,672	\$ 4,507	\$ 1,559	\$ 10,179	\$ 11,738	3,079	\$ 8,659	5	- 39
Northwest Point, Elk Grove Village, IL	—	2,914	26,295	14,275	2,914	40,570	43,484	21,776	21,708	5	- 39
Park Ten, Houston, TX	—	1,061	21,303	7,090	565	28,889	29,454	15,189	14,265	5	- 39
Addison, Addison, TX	—	4,325	48,040	13,447	4,325	61,487	65,812	27,669	38,143	5	- 39
Collins, Richardson, TX	—	4,000	42,598	9,419	4,000	52,017	56,017	26,137	29,880	5	- 39
Greenwood, Englewood, CO	—	3,100	30,201	13,933	3,100	44,134	47,234	21,700	25,534	5	- 39
Innsbrook, Glenn Allen, VA	—	5,000	40,216	9,002	5,000	49,218	54,218	21,900	32,318	5	- 39
Blue Lagoon, Miami, FL	—	6,306	46,124	38,152	6,306	84,276	90,582	19,649	70,933	5	- 39
Eldridge Green, Houston, TX	—	3,900	43,791	9,063	3,900	52,854	56,754	22,346	34,408	5	- 39
Liberty Plaza, Addison, TX	—	4,374	21,146	11,334	4,373	32,481	36,854	14,106	22,748	5	- 39
Park Ten II, Houston, TX	—	1,300	31,712	7,258	1,300	38,970	40,270	15,165	25,105	5	- 39
121 South Eight Street, Minneapolis, MN	—	4,444	15,214	30,549	4,444	45,763	50,207	15,084	35,123	5	- 39
801 Marquette Ave South, Minneapolis, MN	—	4,184	—	28,093	4,184	28,093	32,277	6,174	26,103	5	- 39
Legacy Tennyson Center, Plano, TX	—	3,067	22,064	4,656	3,067	26,720	29,787	8,698	21,089	5	- 39
One Legacy Circle, Plano, TX	—	2,590	36,608	5,754	2,590	42,362	44,952	13,136	31,816	5	- 39
Westchase I & II, Houston, TX	—	8,491	121,508	23,348	8,491	144,856	153,347	38,361	114,986	5	- 39
1999 Broadway, Denver CO	—	16,334	137,726	40,531	16,334	178,257	194,591	46,371	148,220	5	- 39
1001 17th Street, Denver, CO	—	17,413	165,058	34,429	17,413	199,487	216,900	47,256	169,644	5	- 39
Plaza Seven, Minneapolis, MN	—	6,604	54,240	13,795	6,604	68,035	74,639	13,772	60,867	5	- 39
Pershing Plaza, Atlanta, GA	—	5,300	34,158	20,336	5,300	54,494	59,794	6,424	53,370	5	- 39
600 17th Street, Denver, CO	—	20,876	99,941	16,937	20,876	116,878	137,754	19,425	118,329	5	- 39
Monument Circle, Indianapolis, IN											
Balance — Real Estate	—	\$127,142	\$ 1,043,615	\$ 355,908	\$126,645	\$ 1,400,020	\$1,526,665	\$ 423,417	\$ 1,103,248		

(1) There are no encumbrances on the above properties.

(2) The aggregate cost for Federal Income Tax purposes is \$1,686,597 \$1,401,985.

(3) Original date of acquisition by Sponsored Entity.

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The following table summarizes the changes in the Company's real estate investments and accumulated depreciation:

(in thousands)		2022
Real estate investments, at cost:		
Balance, beginning of year	\$	1,615,457
Acquisitions		
Improvements		60,132
Assets held for sale		
Dispositions		(148,924)
Balance, end of year - Real Estate	\$	1,526,665
Accumulated depreciation:		
Balance, beginning of year	\$	424,487
Depreciation		52,208
Assets held for sale		
Dispositions		(53,278)
Balance, end of year - Accumulated Depreciation	\$	423,417

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this “**Amendment**”) is entered into as of February 21, 2024 (the “**Effective Date**”) by and between **REFINITIV CORPORATION**, a Delaware corporation, and **BANK OF AMERICA, N.A.**, as Administrative Agent (in such capacity, “**Administrative Agent**”), the lenders party to the Credit Agreement dated as of February 21, 2024.

Credit Agreement defined below (each an "**L/C Issuer**" and collectively, the "**L/C Issuers**").

RECITALS

A. Reference is hereby made to that certain Credit Agreement dated as of January 10, 2022, as amended by that certain First Amendment and as may be further modified, amended, renewed, extended, or restated from time to time, the "**Credit Agreement**" (Administrative Agent, L/C Issuers and Lenders are individually referred to herein as a "**Credit Party**" and collectively referred to herein as the "**Credit Parties**").

B. Borrower and each Credit Party hereto desires to modify certain provisions contained in the Credit Agreement, in each case such that the Credit Agreement, as amended, renewed, extended, or restated, shall be more fully and accurately described as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed to the following amendments:

1. Terms and References. Unless otherwise stated in this Amendment (a) terms defined in the Credit Agreement have the same meaning in this Amendment as in the Credit Agreement's sections.

2. Amendments to the Credit Agreement. Effective as of the Effective Date:

(a) The Credit Agreement (but excluding the schedules and exhibits thereto, which shall remain in full force and effect, unless otherwise indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the Credit Agreement attached hereto as **Annex I** and any such term or provision of **Annex I** which is different from that set forth in the Credit Agreement set forth on **Annex I**.

(b) **Schedule 2.01** to the Credit Agreement is hereby deleted in its entirety and replaced with **Schedule 2.01** attached hereto.

(c) **Schedule 5.13** to the Credit Agreement is hereby deleted in its entirety and replaced with **Schedule 5.13** attached hereto.

(d) **Schedule 5.21** to the Credit Agreement is hereby deleted in its entirety and replaced with **Schedule 5.21** attached hereto.

(e) **Schedule 10.02** to the Credit Agreement is hereby deleted in its entirety and replaced with **Schedule 10.02** attached hereto.

(f) **Exhibit D** to the Credit Agreement is hereby deleted in its entirety and replaced with **Exhibit D** attached hereto.

(g) **Exhibit F** to the Credit Agreement is hereby deleted in its entirety and replaced with **Exhibit F** attached hereto.

(h) **Exhibit J** to the Credit Agreement is hereby added in the form of Exhibit J attached hereto.

3. Amendments to other Loan Documents.

(a) All references in the Loan Documents to the Credit Agreement shall henceforth include references to the Credit Agreement, as amended, renewed, extended, and/or increased.

(b) Any and all of the terms and provisions of the Loan Documents are hereby amended and modified wherever necessary, even if such amendments or modifications are not set forth herein.

4. Conditions Precedent. This Amendment shall not be effective unless and until:

(a) Administrative Agent receives fully executed counterparts of this Amendment signed by Borrower and each of the Credit Parties.

(b) Borrower shall have delivered, or caused to be delivered, to Administrative Agent, in each case, in form and substance satisfactory to Administrative Agent:

(i) certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of Borrower authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents;

(ii) documents and certifications to evidence that Borrower is validly existing and in good standing in the jurisdiction of Borrower;

(iii) a favorable opinion of Foley & Lardner LLP, counsel to Borrower, addressed to Administrative Agent and the Lenders, in connection with this Amendment as Administrative Agent may reasonably request;

8. Miscellaneous. Unless stated otherwise (a) the singular number includes the plural and *vice versa* and words of any gender construed in interpreting provisions, (c) this Amendment must be construed -- and its performance enforced -- under New York law, (d) if a signature is not made by a signatory, the signature of the signatory shall nevertheless remain enforceable, (e) this Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same instrument.

11. ENTIRETIES. THE CREDIT AGREEMENT AS AMENDED BY THIS AMENDMENT REPRESENTS THE FINAL AGREEMENT AS AMENDED BY THIS AMENDMENT AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT AGREEMENTS BETWEEN THE PARTIES.

BORROWER:

FRANKLIN STREET I

By: /s/ George J. C
Name: Georg
Title: Chief I

Signature Page to
Second Amendment to Credit Agreement

ADMINISTRATIVE AC

BANK OF AMERICA,

By: /s/ David McGl
Name: David M
Title: Senior Vit

Signature Page to
Second Amendment to Credit Agreement

LENDERS:

BANK OF AMERICA,

By: /s/ David McGl
Name: David M
Title: Senior Vit

Signature Page to
Second Amendment to Credit Agreement

BANK OF MONTREAL

By: /s/ Darin Mainq
Name: Darin M
Title: Director

JPMORGAN CHASE

By: /s/ Austin Lotitc
Name: Austin L
Title: Executive

CITIZENS BANK, N.A

By: /s/ Kerri Colwel
Name: Kerri Cc
Title: Senior Vi

REGIONS BANK, as i

By: /s/ Walter E. Ri
Name: Walter f
Title: Sr. Vice F

FIRST FINANCIAL B/

By: /s/ John Wilgus
Name: John W

Title: Senior Vice President

Signature Page to
Second Amendment to Credit Agreement

CAPITAL ONE, NATIONAL ASSOCIATION

By: /s/ Jessica W. I
Name: Jessica
Title: Authorize

Signature Page to
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BANKUNITED, N.A., a subsidiary of Bank of America, N.A.

By: /s/ Carly Berfas
Name: Carly B
Title: Senior Vice President

Signature Page to
Second Amendment to Credit Agreement

Annex I
Conformed Credit Agreement
(to be attached)

CREDIT AGREEMENT

Dated as of January 10, 2022

among

FRANKLIN STREET PROPERTIES CORP.,
as Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent and an L/C Issuer,

The Other L/C Issuers Party Hereto,

The Other Lenders Party Hereto,

BANK OF MONTREAL,
as Syndication Agent,

CITIZENS BANK, N.A.,
as Documentation Agent,

REGIONS BANK,
as Documentation Agent,

BOFA SECURITIES, INC.,
as Joint Bookrunner and Joint Lead Arranger

BMO CAPITAL MARKETS CORP.,
as Joint Bookrunner, Joint Lead Arranger and Syndicat

and

JPMORGAN CHASE BANK, N.A.,
as Joint Bookrunner, Joint Lead Arranger and Syndicat

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CREDIT AGREEMENT

This **CREDIT AGREEMENT** ("**Agreement**") is entered into as of January 10, 2022, among **FRANKLIN STREET PROPERTIES CORP.** of such party's execution of this Agreement as a "**Lender**" as of the date hereof or as a result of such party being made a "**Lender**" hereunder to "**Lender**"), and **BANK OF AMERICA, N.A.**, as Administrative Agent and an L/C Issuer.

Borrower has requested that the Lenders provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

I. DEFINITIONS AND ACCOUNTING TERMS.

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"**Adjusted EBITDA**" means, for the most recently ended fiscal quarter of Borrower, EBITDA of the Consolidated Parties less Capital Expenditures.

"**Administrative Agent**" means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor.

"Administrative Agent's Office" means Administrative Agent's address and, as appropriate, account as set forth on **Schedule 10.02**, and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in substantially the form of **Exhibit E-2** or any other form app

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one Person. In no event shall Administrative Agent or any Lender be deemed to be an Affiliate of Borrower. Unless the context otherwise clearly req shall not be considered Affiliates of Borrower.

"Aggregate Commitments" means the Commitments of all the Lenders (including any Defaulting Lender) to make the Loans, a Commitments as of the First Amendment Effective Date shall be \$150,000,000. [The Aggregate Commitments as of the Second Amendment Eff](#)

"Agreement" means this Credit Agreement.

"Anti-Corruption Laws" means all laws, rules, and regulation of any jurisdiction applicable to Borrower or its Subsidiaries from time to t

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"Applicable Percentage" means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of t adjustment as provided in this Agreement, including without limitation, in **Section 2.15**. If the commitment of each Lender to make Loans and **Section 8.02** or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on t assignments permitted hereunder. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on **Sched** hereto, as applicable.

"Applicable Rate" means the following percentages *per annum*:

Daily SOFR Rate Loans, Term SOFR Rate Loans and Letter of Credit Fees	Base Rate Loans	Unused Commitment Fee
3.00%	2.00%	0.35%

[Notwithstanding the foregoing, if, as of March 31, 2025, the sum of \(a\) the Outstanding Amount of Loans under this Agreement, \(b\) th outstanding principal amount of the Indebtedness under the Senior Unsecured Notes exceeds \\$200,000,000, then the Applicable Rate for increased by one percent \(1.00%\), annum.](#)

"Applicable Sharing Percentage" means (a) in connection with any prepayment (other than a mandatory prepayment arising from prepayment arising from a Disposition or Equity Issuance, (i) with respect to the Obligations, 20.00000%, (ii) with respect to the Indebtedness Senior Unsecured Notes, 44.444444%.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Af

"Arrangers" means, collectively, each of BofA Securities, JPMorgan Chase Bank, N.A. and BMO Capital Markets Corp.; and **"Arranger**

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed b

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with Administrative Agent, in substantially the form of **Exhibit E-1** or any other form (including electronic documentation generated by use of an elec

"Attributable Indebtedness" means, on any date, (a) in respect of any capital lease of any Person, the capitalized amount thereof th GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease t GAAP if such lease were accounted for as a capital lease.

"Audited Financial Statements" means the audited consolidated balance sheet of Borrower and its Subsidiaries for the fiscal year of Borrower and its Subsidiaries, including the notes thereto.

"Authorized Collateral Agent" has the meaning specified in the Intercreditor Agreement.

"Auto-Extension Letter of Credit" has the meaning specified in **Section 2.03(b)**.

"Availability Period" means the period from and including the Closing Date to the ~~earliest of (a) the Maturity Date, (b) the date of termination of each Lender to make Loans and of the obligation of the L/C Issuers to make L/C Credit Extensions pursuant to Section 8.02~~

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Council and of the European Parliament on the resolution of credit institutions, and (b) with respect to any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other insolvency proceedings).

"Bank of America" means Bank of America, N.A. and its successors.

"Base Rate" means for any day a fluctuating rate *per annum* equal to the highest of (a) the rate of interest in effect for such day as published in the *Wall Street Journal* Eastern Edition, (b) the prime rate of interest in effect for such day as published in the *Wall Street Journal* Eastern Edition, (c) Term SOFR for one month *plus* 1.00% and (d) ~~1-006.00%~~ 6.00%. The "prime rate" is a rate set by Administrative Agents based on current economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such rate. If the Base Rate is being used as an alternative to the rate set by Administrative Agents, the Base Rate shall be determined without reference to **clause (c)** above.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. §1010.230.

"BMO Loan Documents" means the Loan Agreement by and among Bank of Montreal, as administrative agent, Borrower and the other Lenders, and the ~~First~~ Second Amendment Effective Date ~~and from time to time~~, and the documents, instruments and agreements executed in connection with the

amendments, supplements, restatements, replacements or refinancing thereof (in each case to the extent permitted under Section 7.17(a)).

"BofA Securities" means BofA Securities, Inc.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in **Section 6.02**.

"Borrowing" means a borrowing consisting of simultaneous Loans made by each of the Lenders pursuant to **Section 2.01** and, in the case of

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under applicable law in the Office is located.

"Capitalization Rate" means 6.75% for each CBD or Urban Infill Property and 7.50% for each Suburban Property.

"Capital Reserve" means for any period and with respect to a Property (other than any Projects Under Development), an amount multiplied by (ii) \$0.30 per annum.

"Cash Collateralize" means to deposit in a Controlled Account or pledge and deposit with or deliver to Administrative Agent, for the obligations of the Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if Administrative Agent and documentation in form and substance satisfactory to Administrative Agent and the L/C Issuers. **"Cash Collateral"** shall have a meaning correlated to the above.

"Cash Equivalents" means (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency thereof having maturities of not more than twelve (12) months from the date of acquisition, (b) U.S. dollar denominated recognized standing having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is A-1 (any such bank being an **"Approved Bank"**), in each case with maturities of not more than two years from the date of acquisition, (c) commercial paper or any variable rate commercial paper or notes issued by, or guaranteed by, any domestic corporation rated A-2 (or the equivalent thereof) one year of the date of acquisition, (d) repurchase agreements with a bank or trust company (including any of the Lenders) or recognized security fully guaranteed by the United States of America in which any Consolidated Party shall have a perfected first priority security interest (subject to the amount of the repurchase obligations and (e) Investments, classified in accordance with GAAP as current assets, in money market investments administered by reputable financial institutions having capital of at least \$50,000,000

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and the portfolios of which invest principally in Investments of the character described in the foregoing **subdivisions (a) through (d)**.

"CBD or Urban Infill Property" means (a) any Property listed on **Schedule 5.21** and identified as a CBD or Urban Infill Property, and identified in **clause (a)** and is designated by Administrative Agent and Borrower as a CBD or Urban Infill Property from time to time.

"Certificate to Accompany Request for Credit Extension" means a certificate substantially in the form of **Exhibit G**.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, regulation, administrative action, promulgation, implementation, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any rule, guideline, or directive in connection with Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, for purposes of this Agreement, all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, adopted, implemented or issued and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Federal Reserve Board of Governors or the United States financial regulatory authorities shall be deemed to be a Change in Law regardless of the date adopted, issued, promulgated or implemented.

"Change of Control" means: (a) an event or series of related events by which any **"person"** or **"group"** (as such terms are used in Section 2(a)(9) of the Securities Exchange Act of 1934, except that a person or group shall be deemed to have **"beneficial ownership"** of all securities that such person or group has the right to acquire pursuant to any option right); or (b) an event or series of related events by which the members of the board of directors or other equivalent governing body of Borrower cease to be composed of individuals (i) who were members of the board of directors or other equivalent governing body was approved by individuals referred to in **clause (i)** above constituting at the time of whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in **clauses (i) and (ii)** above, or (ii) who were members of the board of directors or other equivalent governing body (in each case, such approval either by a specific vote or by approval of Borrower's proxy statement in which such member or group is named).

"Closing Date" means the first date all the conditions precedent in **Section 4.01** are satisfied or waived in accordance with **Section 10.01**.

"CME" means CME Group Benchmark Administration Limited.

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"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning specified in [Section 6.12\(b\)](#).

"Collateral Account" has the meaning specified in [Section 2.03\(o\)](#).

"Collateral Documents" means, collectively, the Pledge Agreement and all other agreements, instruments and documents executed in connection with the Obligations.

"Commitment" means, as to each Lender, its obligation to (a) make Loans to Borrower pursuant to [Section 2.01](#) and (b) purchase participations in Loans to exceed the amount set forth opposite such Lender's name on [Schedule 2.01](#) or in the Assignment and Assumption pursuant to which such Lender's participation in the Loans is made, in accordance with this Agreement, including to give effect to any reduction in the Aggregate Commitments pursuant to [Section 2.05](#).

"Compliance Certificate" means a certificate substantially in the form of [Exhibit D](#).

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR or any proposed amendments to the definitions of "Base Rate", "Daily Simple SOFR", "SOFR", "Term SOFR", and "Interest Period", timing and frequency of determining rates and margins, the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayments, in the reasonable discretion of Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the practice (or, if Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice is reasonably necessary in connection with the administration of this Agreement and any other Loan Documents).

"Consolidated Parties" means a collective reference to Borrower and its consolidated Subsidiaries, as determined in accordance with the definitions of "Borrower" and "Subsidiary" included as Consolidated Parties under this Agreement and the Loan Documents; *provided that* the financial statements required to be delivered are consolidated financial statements on a consolidated basis that includes any Sponsored REITs.

"Contractual Obligation" means, as to any Person, any material provision of any material security issued by such Person or of any mortgage or other interest in any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, and **"Controlled"** have meanings correlative thereto.

"Covered Entity" has the meaning specified in [Section 10.21\(b\)](#).

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Parties" has the meaning specified in the Pledge Agreement; and **"Credit Party"** means any one of the Credit Parties.

"Daily Simple SOFR" means for any day a fluctuating rate *per annum* equal to (a) the SOFR published on the fifth (5th) U.S. Government Reserve Bank of New York's website (or any successor source); *provided, however*, that if such day is not a U.S. Government Securities Business Day, then the SOFR shall be the SOFR published on the U.S. Government Securities Business Day immediately preceding the first (1st) U.S. Government Securities Business Day immediately prior thereto; *plus* (b) the Daily Simple SOFR shall be less than ~~zero~~ five percent (~~0.00~~ 5.00%), Daily Simple SOFR shall be deemed to be ~~zero~~ five percent (~~0.00~~ 5.00%).

"Daily SOFR Adjustment" means 0.11448% (~~11.448~~ basis points).

"Daily SOFR Rate Loan" means a Loan made hereunder with respect to which the interest rate is calculated by reference to Daily Simple SOFR.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors.

"Default" means any event or condition that with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus the Daily SOFR Adjustment; *however*, that with respect to a Term SOFR Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including the Applicable Margin).

to Letter of Credit Fees, a rate equal to the Applicable Rate for Letters of Credit plus 2% *per annum*.

"Defaulting Lender" means, subject to **Section 2.15(b)**, any Lender that, as determined by Administrative Agent, (a) has failed to perform its obligations under the Letters of Credit, within three Business Days of the date required to be funded by it hereunder unless such Lender notifies Administrative Agent in writing that it does not intend to comply with its funding obligations (unless such writing states that such position is based on a condition precedent, together with any applicable default, shall be specifically identified in such writing) cannot be satisfied), (c) has failed, within three Business Days of the date required to be funded by it hereunder, to notify Administrative Agent that it will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become an administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed by a court of competent jurisdiction, or (ii) is a subsidiary of a corporation or any other state or federal regulatory authority acting in such capacity, (iii) taken any action in furtherance of, or indicated its consent to, the subject of a Bail-In Action; *provided that* a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. The determination of whether a Lender is a Defaulting Lender under more of **clauses (a)** through **(d)** above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and shall be determined by Administrative Agent in a written notice of such determination, which shall be delivered by Administrative Agent to Borrower.

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Corporation or any other state or federal regulatory authority acting in such capacity, (iii) taken any action in furtherance of, or indicated its consent to, the subject of a Bail-In Action; *provided that* a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. The determination of whether a Lender is a Defaulting Lender under more of **clauses (a)** through **(d)** above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and shall be determined by Administrative Agent in a written notice of such determination, which shall be delivered by Administrative Agent to Borrower.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction imposed by the United States.

"Disposition" or **"Dispose"** means the sale, transfer, license, lease (including any ground lease) or other disposition (including any sale, assignment, transfer or other disposition in the normal course of such Person's business operations) of any property by any Person, including any sale, assignment, transfer or other disposition of claims associated therewith. For the avoidance of doubt, any assignment or other disposition for collateral or security purposes shall not constitute a Disposition.

"Dividing Person" has the meaning assigned to it in the definition of **"Division."**

"Division" means the division of the assets, liabilities and/or obligations of a Person (the **"Dividing Person"**) among two or more Persons, whether or not pursuant to a plan of reorganization or liquidation, and pursuant to which the Dividing Person may or may not survive.

"Dollar" and **"\$"** mean lawful money of the United States.

"EBITDA" means for the Consolidated Parties, for the most recently ended fiscal quarter of Borrower, without duplication, the sum of Earnings Before Interest, Taxes, Depreciation and Amortization, plus extraordinary gains and losses and Hedge Ineffectiveness for such period (but including syndication fees), *plus* (b) an amount which, in the determination of Interest Expense, in connection with (i) Interest Expense (*plus*, amortization of deferred financing costs, to the extent included in the determination of Interest Expense), and (ii) the determination of Earnings Before Interest, Taxes, Depreciation and Amortization, in accordance with GAAP for the prior quarter *plus* (c) the Consolidated Parties' Equity Percentage of the above attributable to Unconsolidated Affiliates.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to consolidated supervision with its parent, (b) any EEA Member Country which is a parent of an institution described in **clause (a)** of this definition, or (c) any financial institution established in an EEA Member Country which is subject to consolidated supervision with its parent.

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"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority or functions in connection with the resolution of an EEA Financial Institution.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under **Section 10.06(b)(iii)**, and **(v)** (subject to the terms and conditions of the Assignment Agreement).

"Eligible Unencumbered Property Pool" means, collectively, Properties of Borrower and its Wholly-Owned Subsidiaries ~~and any 1031~~

(a) The Property is 100% fee owned (or ground leased) by Borrower or any Wholly-Owned Subsidiary ~~or any 1031 Intern~~ reasonable discretion, provided, however, that ground leases of real property ancillary to the primary use of a Property (such as a gro approval by Administrative Agent);

(b) The Property is primarily an industrial, office, flex, or apartment property;

(c) The Property is located in the continental United States;

(d) The Property or ownership thereof is not subject to any Liens ~~or Negative Pledges~~, except for liens (and under docum and the Property and the owner of the Property are not subject to any Negative Pledges and does not have any Recourse Indebtednes so long as the owner of such Property is Borrower or a Subsidiary Guarantor);

(e) The owner of the Property has the right to sell, transfer or dispose of such Property, *provided that* if any such Propert deemed to have the right to sell, transfer or dispose of such Property if the lessor is required to approve of or consent to any sale, business of the transferee or delivery of customary assignment and assumption agreements from the transferor and transferee; and

(f) The Property is free of all structural defects or major architectural deficiencies, title defects, Environmental Liability or of

"Environmental Complaint" means any complaint, order, demand, citation or notice threatened or issued in writing to any Consolidate Environmental Laws or any other alleged violation of Environmental Laws affecting any Consolidated Party or any of their respective Properties.

"Environmental Laws" means any and all federal, state and local statutes, laws, regulations, ordinances, governmental restrictions, rul

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Authority with jurisdiction over the Property of a Consolidated Party relating to pollution and the protection of the environment from contamina substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental ren from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal c threatened release of any Hazardous Materials into the environment from a Property of a Consolidated Party.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) s Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeabl rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Equity Issuance" means the issuance or sale by any Person of any of its Equity Interests or any capital contribution to such Person by

"Equity Percentage" means, with respect to any Person, the aggregate ownership percentage of such Person in each Unconsolidated Person's nominal capital ownership interest in the Unconsolidated Affiliate as set forth in the Unconsolidated Affiliate's organizational docum such Person is directly or indirectly responsible, pursuant to the terms of the applicable joint venture agreement (or similar governing agreemer ownership interest in the Unconsolidated Affiliate as set forth in the Unconsolidated Affiliate's organizational documents, and (ii) such Person income and expenses of the Unconsolidated Affiliate.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with Borrower within the meanin provisions relating to *Section 412* of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of Borrower or any ERISA Affiliate fro "substantial employer" as defined in *Section 4001(a)(2)* of ERISA or a cessation of operations that is treated as such a withdrawal under *Section 4001(a)(2)* of ERISA; (c) the Multiemployer Plan or notification that a Multiemployer Plan is insolvent; (d) the filing of a notice of intent to terminate, the treatment of a Pensi the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under *Section 4042* of ERISA determination that any Pension Plan is considered an at-risk plan or a plan in endangered or

"Event of Default" has the meaning specified in **Section 8.01**.

"Excluded Taxes" means, with respect to Administrative Agent, any Lender, any L/C Issuer or any other recipient of any payment measured by its overall net income (however denominated), franchise Taxes imposed on it (in addition to or in lieu of net income Taxes) and branch taxes imposed on such recipient if such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located in the jurisdiction imposing such Tax (or any political subdivision thereof), other than any such connection arising solely from such recipient having entered into this Agreement or any other Loan Document, (b) any backup withholding Tax that is required by the Code to be withheld from amounts payable to or for the benefit of such Lender or its assignee pursuant to a request by Borrower under **Section 10.13**, any withholding Tax that (i) is required to be imposed on amount payable to or for the benefit of such Foreign Lender because it has become a party hereto (or designates a new Lending Office) or (ii) is attributable to such Foreign Lender's failure or inability (other than as a result of its being a Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower) to pay Taxes imposed under FATCA.

~~**"Extended Revolving Loans"** means any Loans made pursuant to the Extended Revolving Credit Commitments.~~

~~"Extending Lender" has the meaning specified in Section 2.16(e).~~

~~"Extension" has the meaning specified in Section 2.16(a):~~

~~“Extension Offer” has the meaning specified in Section 2.16(a).~~

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Funds Rate" means, for any day, the rate *per annum* calculated by the Federal Reserve Bank of New York based on such Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letters" means those certain letter agreements by and among Borrower, Administrative Agent and/or one or more Arrangers; and

"Financeable Ground Lease" means, a ground lease that provides protections for a potential leasehold mortgagee (**"Mortgagee"**) exercisable unilaterally by the tenant, of no less than twenty-five (25) years from the Closing Date, (b) that the ground lease will not be terminable or complete foreclosure, and has failed to do so, (c) provision for a new lease on the same terms to the Mortgagee as tenant if the ground lease is terminated by the Administrative Agent, (d) non-merger of the fee and leasehold estates, (e) transferability of the tenant's interest under the ground lease without to the creditworthiness or line of business of the transferee or delivery of customary assignment and assumption agreements from the transferee. The interest will be applied pursuant to the terms of the applicable leasehold mortgage.

"First Amendment Effective Date" means February 10, 2023.

"Fixed Charges" means, for the Consolidated Parties, for the most recently ended fiscal quarter of Borrower, without duplication, the sum of any voluntary or mandatory prepayments made by a Consolidated Party and (ii) balloon, bullet or similar principal payments which repay Indebtedness of the Consolidated Parties' Equity Percentage of the above clauses (a) and (b) for Unconsolidated Affiliates.

"Foreign Lender" means any Lender that is organized under the Laws of a jurisdiction other than that in which Borrower is resident or domiciled. A Lender that is not a "United States Person" within the meaning of Section

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7701(a)(30) of the Code. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to be

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fronting Exposure" means, at any time when there is a Defaulting Lender, with respect to any L/C Issuer, such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"Fully Satisfied" means, with respect to the Obligations as of any date, that, as of such date, (a) all principal of and interest accrue on the Obligations and other amounts then due and payable which constitute Obligations shall have been paid in cash.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Standards Board and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether federal, state or local, or any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the effect of a guarantee, in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or substitute assets or securities or services for the purpose of assuring the obligee in respect of such Indebtedness or the payment or performance of such Indebtedness) or (ii) to maintain the liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (iv) entered into or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of or interest in any assets of such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any such obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonable amount of such obligation. The term "Guarantee" as a verb has a corresponding meaning.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other

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asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other similar substances or wastes of.

"Hedge Ineffectiveness" means any amount recorded as hedge ineffectiveness in accordance with ASC 815 under GAAP related to ar

"Immaterial Subsidiary" means as of any date of determination, any Subsidiary holding assets (excluding earnest money deposits Subsidiary formed for the purpose of purchasing real estate shall be deemed to be an Immaterial Subsidiary prior to purchase of such real estat

"Indebtedness" means, without duplication, all obligations of the following types:

(a) all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or oth Unsecured Notes);

(b) all direct or contingent obligations under letters of credit (including standby and commercial), bankers' acceptanc agreements and capital maintenance agreements) to the extent such instruments or agreements support financial, rather than performa

(c) any net obligation under any Swap Contract, the amount of which on any date shall be deemed to be the Swap Termin

(d) all obligations to pay the deferred purchase price of property or services (other than trade accounts payable in the ordin

(e) any capital lease or Synthetic Lease Obligation, the amount of which as of any date shall be deemed to be the amount

(f) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest i greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, provided, the foregoing shall be exc payable on or prior to the date on which the Obligations are scheduled to be due and payable in full; and

(g) without duplication, all Guarantees in respect of any of the foregoing.

For all purposes hereof, the Indebtedness shall include the Indebtedness of any partnership or Joint Venture (other than a Joint Ventur general partner or a joint venturer, unless such Indebtedness is Nonrecourse Indebtedness. Indebtedness shall not include the Indebtedness of

"Indemnified Taxes" means Taxes other than (i) Excluded Taxes and (ii) to the extent not otherwise described in **clause (i)**, Other Taxe

"Indemnitees" has the meaning specified in **Section 10.04(b)**.

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"Information" has the meaning specified in **Section 10.07**.

"Initial Sharing Percentage" means (a) with respect to the Obligations, 22.22222%, (b) with respect to the Indebtedness under the Unsecured Notes, 49.38272%.

"Intangible Assets" means goodwill, the purchase price of acquired assets in excess of fair market value thereof, trademarks, trade na foregoing.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Second Amendment Effective Date, by an Montreal, as collateral agent for the BMO Loan Documents, and Acquiom Agency Services LLC, as collateral agent for the Senior Unsecured N

"Interest Expense" means for the Consolidated Parties, without duplication, total interest expense incurred (in accordance with GAAP Unconsolidated Affiliates.

"Interest Payment Date" means, (a) as to any Daily SOFR Rate Loan or Base Rate Loan, the last Business Day of each calendar mc Period applicable to such Term SOFR [Rate](#) Loan and the Maturity Date; *provided, however*, that if any Interest Period for a Term SOFR [Rate](#) L such Interest Period shall also be Interest Payment Dates.

"Interest Period" means, as to any Term SOFR Rate Loan, the period commencing on the date such Term SOFR Rate Loan is disburs six months thereafter, as selected by Borrower in its Loan Notice (in the case of each requested Interest Period, subject to availability); *provided*

- (a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next such day that is a Business Day; and
- (b) any Interest Period pertaining to a Term SOFR Rate Loan that begins on the last Business Day of a calendar month (or any part of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and
- (c) no Interest Period shall extend beyond the Maturity Date.

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"Issuer" means any one of the L/C Issuers. Any L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates in respect to Letters of Credit issued by such Affiliate.

"L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in the amount of a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such amount drawn.

"Lender" means each lender from time to time party hereto as a result of (i) such party's execution of this Agreement as a **"Lender"** as to the Assignment and Assumption.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire. Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate's Lending Office.

"Letter of Credit" means any standby letter of credit issued hereunder.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time provided by the Administrative Agent.

"Letter of Credit Fee" has the meaning specified in **Section 2.03(j)**.

"Letter of Credit Sublimit" means an amount up to 10% of the Aggregate Commitments. The Letter of Credit Sublimit is part of, and not in addition to, the Letter of Credit Limit.

"Leverage Increase Period" has the meaning specified in **Section 7.10(b)**.

"Leverage Ratio" means, at any time, Total Indebtedness divided by the Total Asset Value, expressed as a percentage.

"Lien" means any mortgage, pledge, hypothecation, assignment for security, encumbrance, lien (statutory or other excepting any liens), or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any other financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means a loan(s) made by a Lender to Borrower pursuant to **Section 2.01**.

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"Loan Documents" means this Agreement, each Note, each Issuer Document, any agreement, if any, creating or perfecting rights in the Loan, any Guaranty issued pursuant to **Section 6.12**, the Intercreditor Agreement, each Collateral Document, and any other documents, instruments or agreements, in each case, in connection with the Loan. For the avoidance of doubt, a Swap Contract is not a Loan Document.

"Loan Notice" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Term Loans. Such notice shall be approved by Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by Administrative Agent) and shall include the representations upon a conversion from one Type of Loan to another or upon the continuation of a Loan), appropriately completed and signed by the Borrower.

"Loan Parties" means, collectively, Borrower and each Subsidiary Guarantor.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the operations, business, properties, or financial condition of the Borrower or any Subsidiary; (b) a material impairment of the rights and remedies of Administrative Agent or any Lender under any Loan Documents or of the ability of the Loan Documents to which they are a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower or any Subsidiary of any Loan Document.

"Material Credit Facility" means, as to Borrower and its Subsidiaries,

- (a) the BMO Loan Documents, ~~including any renewals, extensions, amendments, supplements, restatements, replacements, or modifications~~;
- (b) the Senior Unsecured Notes, ~~including any renewals, extensions, amendments, supplements, restatements, replacements, or modifications~~;
- (c) any other agreement(s) creating or evidencing indebtedness for borrowed money (other than Nonrecourse Indebtedness) in respect of which Borrower or any Subsidiary is an obligor or otherwise provides a guarantee or other credit support ("**Credit Facility**").

"Pension Act" means the Pension Protection Act of 2006.

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"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payments) required by the Pension Act, effective date of the Pension Act, *Section 412* of the Code and *Section 302* of ERISA, each as in effect prior to the Pension Act and, thereafter, .

"Pension Plan" means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is main ERISA or is subject to the minimum funding standards under *Section 412* of the Code.

"Permitted Liens" means (i) [liens securing the Pari Passu Obligations on an equal and ratable basis pursuant to the Intercreditor Agreement](#); (ii) taxes, assessments or governmental charges; (iii) liens for materials or supplies and any other liens (exclusive of those securing Indebtedness) which do not materially interfere with the use of the Property by Borrower or a Subsidiary and are either bonded or do not exceed in the aggregate at any one time \$5,000,000.00; and (B) zoning restrictions, easements, or other restrictions, which do not materially interfere with the use of the Properties comprising the Eligible Unencumbered Property Pool or the operation of the Properties; (v) liens deemed to occur by virtue of investments described in **clause (d)** of the definition of Cash Equivalents; (vi) liens of credit issuer, swingline lender or lender under any loan agreement to secure any exposure resulting from one or more lenders becoming business, in connection with, or to secure payment of, obligations under workmen's compensation, unemployment insurance or similar applicable laws; (vii) liens of intermediaries in respect of deposits and accounts maintained in the ordinary course of business and not securing Indebtedness; (ix) Liens solely in connection with a letter of intent or purchase agreement; and (x) liens on property existing at the time of acquisition and refinancing of such liens, [liens securing Indebtedness](#) judgments not constituting an Event of Default under **Section 8.01(h)**, all in amounts complying with the applicable financial covenants set forth in the Indenture.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Government, or other entity.

"Plan" means any employee benefit plan within the meaning of *Section 3(3)* of ERISA (including a Pension Plan), maintained for employees of the Company or its Subsidiaries, which is required to contribute on behalf of any of its employees and not excluded under *Section 4* of ERISA.

"Platform" has the meaning specified in **Section 6.02**.

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"Pledge Agreement" means a Pledge Agreement, substantially in the form of [Exhibit J](#) or any other form approved by Administrative Committee, covering the Collateral.

"Preferred Dividends" shall mean, with respect to any Person, dividends or other distributions which are payable to holders of any class of Equity Interests on a preferred basis prior to dividends or other distributions to the holders of other types of Equity Interests in such Person.

"Projects" shall mean any and all parcels of real property owned by any Consolidated Party or with respect to which the Consolidated Party has a gross leasable area in excess of 50,000 square feet or with respect to which construction and development of such improvements are under development.

"Projects Under Development" means any Project under development or redevelopment by any Consolidated Party (a) classified as a Project Under Development of occupancy has not been issued.

"Properties" means, as of any date of determination, interests in real property, together with all improvements thereon, owned by Borrower or a Subsidiary.

"Public Lender" has the meaning specified in **Section 6.02**.

"Recourse Indebtedness" means any Indebtedness other than Nonrecourse Indebtedness.

"Register" has the meaning specified in **Section 10.06(c)**.

"Registered Public Accounting Firm" has the meaning specified in the Securities Laws and shall be independent of Borrower as pres

"REIT" means a Person qualifying for treatment as a *"real estate investment trust"* under the Code.

"REIT Qualifying Distributions" means Restricted Payments by Borrower based on Borrower's good faith estimate of its projected or i the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise Taxes to which Borrower w reported in each Compliance Certificate and shall contain calculations of such REIT Qualifying Distributions, with detail reasonably satisfactory i

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, i

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migrati Party, including the movement of any Hazardous Materials through or in the air, soil, surface water, groundwater, of any Property of a Consolida

"Reportable Event" means any of the events set forth in **Section 4043(c)** of ERISA, other than events for which the thirty (30) day notic

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"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Loans, a Loan Notice and (b) with

"Required Lenders" means, as of any date of determination, no less than two Lenders having at least 51% of the Aggregate Commitm make L/C Credit Extensions have been terminated pursuant to **Section 8.02**, no less than two Lenders holding in the aggregate at least 51% o participation in L/C Obligations being deemed *"held"* by such Lender for purposes of this definition); provided, that the Commitment of, and the for purposes of making a determination of Required Lenders.

"Requirements" means any law, ordinance, code, order, rule or regulation of any Governmental Authority relating in any way to the ac Eligible Unencumbered Property Pool.

"Rescindable Amount" has the meaning as defined in **Section 2.11(b)(ii)**.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as applicable, (a) the chief executive officer, president, chief operating officer, chief investment officer, c president of FSP Property Management LLC, and (b) solely for purposes of the delivery of incumbency certificates pursuant to **Section 4.0** pursuant to **Article II**, any other officer of Borrower so designated by any of the foregoing officers in a notice to Administrative Agent and (d) soli pursuant to **Sections 4.01**, **4.02**, and **6.02(a)**, the chief executive officer, president, chief financial officer, assistant treasurer or treasurer o conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of Borrower and such Re

"Restricted Payment" means (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of the retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of the Equity retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Equity Interests of any

"Revolving Credit Exposure" means, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Loa

"Sanction(s)" means any sanction administered or enforced by the United States Government (including without limitation, OFAC), th sanctions authority.

"Sarbanes Oxley" means the Sarbanes Oxley Act of 2002.

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"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"**Scheduled Unavailability Date**" has the meaning specified in **Section 3.03(b)(ii)**.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"**Second Amendment Effective Date**" means February 21, 2024.

"**Secured Indebtedness**" means all Indebtedness of a Person that is secured by a mortgage, deed of trust, lien, pledge, encumbrance respect of the Obligations and the other Pari Passu Obligations.

"**Securities Holdings**" shall mean common stock, preferred stock, other capital stock, beneficial interests in trusts, membership interests in Subsidiaries, unconsolidated Subsidiaries and Sponsored REITs, and other than property that is included as "Cash Equivalents," "Cash" or "Marketable Securities" calculated on the basis of the lower of cost or market value as shown on Borrower's balance sheet.

"**Securities Laws**" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes Oxley and the applicable accounting standards by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date.

"**Senior Unsecured Notes**" means those certain senior unsecured notes due December 20, 2024, and those certain senior unsecured notes due October 24, 2017, as amended ~~from time to time~~ as of the Second Amendment Effective Date, by and among, inter alia, Borrower and the guarantors thereof.

~~"Significant Acquisition" means an acquisition (in one transaction or a series of related transactions) of (i) one or more entities (excluding any day for which financial statements were delivered under Section 6.01(a) or 6.01(b)), or (ii) one or more properties for an amount in excess of 10% of the Company's consolidated assets, or (iii) one or more properties for an amount in excess of 10% of the Company's consolidated revenues, renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof (in each case to the extent permitted under the Indenture).~~

"**SOFR**" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"**SOFR Administrator**" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator or Administrator at such time.

"**Sponsored REIT**" shall have the same meaning as such term is used in Borrower's filings with the SEC. For the avoidance of doubt, a REIT is not a "Sponsored REIT" if it is not a REIT for purposes of its syndication.

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"**Subsidiary**" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a Person owns, directly or indirectly, more than 50% of the total amount of the outstanding equity securities of such entity, or exercises or controls the election of a majority of the directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) or exercises or controls, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "**Subsidiary**" or to "**Subsidiaries**" shall be considered Subsidiaries.

"**Subsidiary Guarantor**" means any Subsidiary that is a guarantor of the Obligations pursuant to **Section 6.12**.

"**Subsidiary Guaranty**" means a Guarantee of the Obligations entered into by a Subsidiary Guarantor pursuant to **Section 6.12**.

"**Suburban Property**" means (a) any Property listed on **Schedule 5.21** and identified as a Suburban Property, or (b) any other improved real property.

"**Successor Rate**" has the meaning specified in **Section 3.03**.

"**Swap Contract**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, interest rate options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate swaps, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions (including the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind or type (including the foregoing) in connection with or in contemplation of, or in substitution for, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement, together with any related schedules, a "**Master Agreement**", including any such obligations.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally er such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) market value(s) for such Swap Contracts, as determined based upon one or more readily available quotations provided by any recognized independent valuation source reasonably acceptable to Administrative Agent (Administrative Agent agrees that Chatham Financial is a reasona

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax rete not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the in

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"Taking" means any condemnation for public use of, or damage by reason of, the action of any Governmental Authority, or any transfer

"Tangible Net Worth" means, for the Consolidated Parties, as of the most recently ended fiscal quarter of Borrower, the excess of Total

- (a) the total book value of all assets of the Consolidated Parties properly classified as Intangible Assets; *plus*
- (b) all amounts representing any write-up in the book value of any assets of the Consolidated Parties resulting from a reval
- (c) to the extent otherwise includable in the computation of Tangible Net Worth, any subscriptions receivable.

Total Assets and Total Liabilities shall also exclude an asset or liability created by the Swap Termination Value and Hedge Ineffectiveness

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessmer any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means:

- (a) for any Interest Period with respect to a Term SOFR Rate Loan, the rate *per annum* equal to the Term SOFR Screen Period with a term equivalent to such Interest Period; *provided that* if the rate is not published prior to 11:00 a.m. Eastern Time on Government Securities Business Day immediately prior thereto, in each case, *plus* the Term SOFR Adjustment for such Interest Period;
- (b) for any interest calculation with respect to a Base Rate Loan on any date, the rate *per annum* equal to the Term SOFR month commencing that day; *provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SO immediately prior thereto, in each case, plus the Term SOFR Adjustment for such Interest Period;*

provided that if the Term SOFR determined in accordance with either of the foregoing **clauses (a) or (b)** of this definition would otherw (~~0.05.00%~~) for purposes of this Agreement.

"Term SOFR Adjustment" means (a) 0.11448% (~~11.448 basis points~~) for an Interest Period of one month's duration, (b) 0.26161% (~~26 points~~) for an Interest Period of six months' duration.

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfac commercially available source providing such quotations as may be designated by Administrative Agent from time to time.

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"Term SOFR Rate Loan" means a Loan made hereunder with respect to which the interest rate is calculated by reference to Term SOF

"Term SOFR Replacement Date" has the meaning specified in **Section 3.03**.

1.03 Accounting Terms. Generally, all accounting terms not specifically or completely defined herein shall be construed in conform be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect on the date of ti with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoi financial covenant) contained herein, Indebtedness of Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding liabilities shall be disregarded.

(a) **Changes in GAAP.** If at any time any change in GAAP (or any requirement with respect to adoption of International Fi forth in any Loan Document, and either Borrower or the Required Lenders shall so request, Administrative Agent, the Lenders and Borr thereof in light of such change in GAAP (or any requirement with respect to adoption of International Financial Reporting Standards) (: requirement shall continue to be computed in accordance with GAAP prior to such change therein (or prior to such requirement with re Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably rec made before and after giving effect to such change in GAAP (or before and after giving effect to such requirement with respect to adopt

(b) **Consolidation of Variable Interest Entities.** All references herein to consolidated financial statements of Borrower an

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amount for Borrower and its Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include ea such variable interest entity were a Subsidiary as defined herein.

1.04 Rounding. Any financial ratios required to be maintained by Borrower pursuant to this Agreement shall be calculated by dividi the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if th

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or

1.06 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic incre maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effec

1.07 Interest Rates. Administrative Agent does not warrant, nor accept responsibility, nor shall Administrative Agent have any liabil referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. Administrativ affect any reference rate referred to herein, or any alternative, successor or replacement rate (including any Successor Rate) (or any compon manner adverse to Borrower. Administrative Agent may select information sources or services in its reasonable discretion to ascertain any r Successor Rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether determination, or calculation of any rate (or component thereof) provided by any such information source or service.

II. THE COMMITMENTS AND CREDIT EXTENSIONS.

2.01 Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make revolving loans to Borrower to exceed at any time outstanding the amount of such Lender's Commitment; *provided, however*, that after giving effect to any Borrowing, (i) the and (ii) the Total Outstandings owed to any Lender shall not exceed such Lender's Commitment. Within the limits of each Lender's Commitme **2.01**, prepay under **Section 2.04**, and reborrow under this **Section 2.01**. Loans will be either Term SOFR Rate Loans or Daily SOFR Rate Loan

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expiration of the Availability Period, (x) Borrower may not request any new Loans hereunder, and (y) amounts borrowed under this **Section 2.01**

2.02 Borrowings, Conversions and Continuations of Loans.

- (a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Loans shall be made in accordance with (i) a Loan Notice; *provided that* any telephonic notice must be confirmed promptly by delivery to Administrative Agent of a Loan Notice. (ii) the date of the request for any Borrowing or continuation of Daily SOFR Rate Loans, (B) two Business Days prior to the requested date for any conversion of Term SOFR Rate Loans to Daily SOFR Rate Loans. Each Borrowing of, conversion to or continuation of Loans shall be in a principal amount not less than \$1,000,000. (iii) the principal amount of Loans to be borrowed, continued or converted, (iv) the Type of Loans to be borrowed, continued or converted, (v) the Interest Period with respect thereto. If Borrower fails to specify Term SOFR in a Loan Notice or if Borrower fails to give a timely notice of conversion, the conversion shall be made as, or converted to, Daily SOFR Rate Loans. Any such automatic conversion to Daily SOFR Rate Loans shall be effective as of the date of the request for a Term SOFR Rate Loan, or a conversion to or continuation of Term SOFR Rate Loans in any such Loan Notice, but fails to specify the Type of Loans to be borrowed, continued or converted.
- (b) Following receipt of a Loan Notice, Administrative Agent shall promptly notify each Lender of the amount of its Application. Administrative Agent in immediately available funds at Administrative Agent's Office not later than 1:00 p.m. on the Business Day following the date of the Loan Notice. **Section 4.02** (and, if such Borrowing is the initial Credit Extension, **Section 4.01**), Administrative Agent shall make all funds so received available to Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with the instructions of Borrower; *provided, however*, that if, on the date the Loan Notice with respect to such Borrowing is given by Borrower, there are L/C Borrowings in full of any such L/C Borrowings, and *second*, shall be made available to Borrower as provided above.
- (c) Administrative Agent shall promptly notify Borrower and Lenders of the interest rate applicable to each Loan other than Daily SOFR Rate Loans.
- (d) Without limitation of any other conditions herein, a Borrowing or continuation of or conversion to Term SOFR Rate Loans shall be subject to the following conditions:

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- (i) An Event of Default or a Default has occurred and is continuing and has not been waived by Required Lenders or all Lenders; or
- (ii) After giving effect to the requested Borrowing or continuation of or conversion to Term SOFR Rate Loans, the sum of the amount of Term SOFR Rate Loans requested in the request for Borrowing or continuation of or conversion to Term SOFR Rate Loans, all conversions of Loans from one Type to another, and all continuations of Loans as the same Type; or
- (iii) The requested Borrowing or continuation of or conversion to Term SOFR Rate Loans would cause more than six (6) months of Term SOFR Rate Loans to be outstanding at any time during the Availability Period; or
- (iv) The amount of Term SOFR Rate Loans requested in the request for Borrowing or continuation of or conversion to Term SOFR Rate Loans exceeds the amount of Term SOFR Rate Loans available for borrowing at the time of the request; or
- (v) The requested interest period does not conform to the definition of Interest Period herein; or
- (vi) Any of the circumstances referred to in **Section 3.03** shall apply with respect to the requested Borrowing or continuation of Loans.
- (e) With respect to SOFR or Term SOFR, Administrative Agent will have the right to make Conforming Changes from time to time. Any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to be effected, Administrative Agent shall post each such amendment implementing such Conforming Changes to Borrower and the Lenders.

2.03 Letters of Credit.

- (a) **General.** Subject to the terms and conditions set forth herein, in addition to the Loans provided for in **Section 2.01**, Borrower may request the issuance, at any time and from time to time during the Availability Period, Letters of Credit denominated in Dollars for its or its Subsidiaries' use. Letters of Credit issued hereunder shall constitute utilization of the Commitment. the expiration of the Availability Period, Borrower may not request any new Letters of Credit hereunder.
- (b) **Notice of Issuance, Amendment, Extension, Reinstatement or Renewal.** To request the issuance of a Letter of Credit, extension of the expiration date, or reinstatement of amounts paid, or renewal of an outstanding Letter of Credit, Borrower shall deliver a written request to an L/C Issuer and to Administrative Agent not later than 11:00 a.m. at least five Business Days (or such other period as may be determined in their sole discretion) prior to the proposed issuance date or date of amendment, as the

(ii) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation to amend the Letter of Credit if the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(d) **Expiration Date.** Each Letter of Credit shall have a stated expiration date no later than the earlier of (i) the date twelve months after the expiration date thereof, whether automatic or by amendment, twelve (12) months after the then current expiration date of such Letter of Credit (or, if such day is not a Business Day, the next preceding Business Day), *provided that* each such Letter of Credit is Cash Collateralized.

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(e) **Participations.** By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount or the L/C Issuer or the Lenders, such L/C Issuer hereby grants to each Lender, and each Lender hereby acquires from such L/C Issuer, a participation interest in the amount available to be drawn under such Letter of Credit. Each Lender acknowledges and agrees that its obligation to acquire participation interest is irrevocable and shall not be affected by any circumstance whatsoever, including any amendment, extension, reinstatement or renewal of the Commitments.

In consideration and in furtherance of the foregoing, each Lender hereby absolutely, unconditionally and irrevocably agrees to pay to the L/C Issuer the Percentage of each L/C Disbursement made by an L/C Issuer not later than 1:00 p.m. on the Business Day specified in the notice of Disbursement is reimbursed by Borrower or at any time after any reimbursement payment is required to be refunded to Borrower for non-payment, abatement, withholding or reduction whatsoever. Each such payment shall be made in the same manner as provided in **Section 2.02** with respect to the payment obligations of the Lenders), and Administrative Agent shall promptly pay to the applicable L/C Issuer the amounts so received from Borrower pursuant to **Section 2.03(f)**. Administrative Agent shall distribute such payment to the applicable L/C Issuer or, to the extent not received by the L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear. Any payment made by a Lender pursuant to this **clause (e)** to the L/C Issuer shall constitute reimbursement of its obligation to reimburse such L/C Disbursement.

Each Lender further acknowledges and agrees that its participation in each Letter of Credit will be automatically adjusted to reflect the amount of such Letter of Credit at each time such Lender's Commitment is amended as a result of an assignment in accordance with **Section 10.1**.

If any Lender fails to make available to Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid to the L/C Issuer, limiting the other provisions of this Agreement, the applicable L/C Issuer shall be entitled to recover from such Lender (acting through Administrative Agent) the amount of such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate *per annum* equal to the rate applicable in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the L/C Issuer (interest and fees as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing or L/C Advance. Any payment submitted to any Lender (through Administrative Agent) with respect to any amounts owing under this **clause** shall be conclusive absent any dispute.

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(f) **Reimbursement.** If an L/C Issuer shall make any L/C Disbursement in respect of a Letter of Credit, Borrower shall reimburse the L/C Issuer an amount equal to such L/C Disbursement not later than 12:00 noon on (i) the Business Day that Borrower receives notice of such L/C Disbursement following the day that Borrower receives such notice, if such notice is not received prior to such time, *provided that*, if such L/C Disbursement is made pursuant to a Letter of Credit, Borrower shall request in accordance with **Section 2.02** that such payment be financed with a Borrowing of Daily SOFR Rate Loans in an amount equal to the amount so disbursed and discharged and replaced by the resulting Borrowing of Daily SOFR Rate Loans. If Borrower fails to make such payment when due, Administrative Agent shall advance from Borrower in respect thereof (the "**Unreimbursed Amount**") and such Lender's Applicable Percentage thereof. In such event, the amount so advanced shall be disbursed on the date of payment by the applicable L/C Issuer under a Letter of Credit in an amount equal to the Unreimbursed Amount plus interest on the Daily SOFR Rate Loans, but subject to the amount of the unutilized portion of the Aggregate Commitments and the conditions set forth in the Letter of Credit. Administrative Agent pursuant to this **Section 2.03(f)** may be given by telephone if immediately confirmed in writing; *provided that* the Lender receives written notice.

(iv) this sentence shall establish the standard of care to be exercised by an L/C Issuer when determining whether draft parties hereto hereby waive, to the extent permitted by applicable Law, any standard of care inconsistent with the foregoing).

Without limiting the foregoing, none of Administrative Agent, the Lenders, any L/C Issuer, or any of their Related Parties shall honor documents or that is otherwise affected by the fraudulent, bad faith, or illegal conduct of the beneficiary or other Person, (ii) an L/C Issued, forged, or for other reasons by which that it is entitled not to honor or (B) following a Borrower's waiver of discrepancies with respect to a Letter of Credit based on an apparently applicable attachment order, blocking regulation, or third-party claim notified to such L/C Issuer.

(h) **Applicability of ISP and UCP; Limitation of Liability.** Unless otherwise expressly agreed by the applicable L/C Issuer, the rules of the UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, no Borrower shall be impaired by, any action or inaction of any L/C Issuer required or permitted under any law, order, or practice that is recognized in the order of a jurisdiction where any L/C Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the rules of the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Bankers.

(i) each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents provided to Administrative Agent in **Article IX** with respect to any acts taken or omissions suffered by such L/C Issuer in connection with such Letters of Credit as fully as if the term "Administrative Agent" as used in **Article IX** included such L/C Issuer with respect to such a Letter of Credit.

(j) **Letter of Credit Fees.** Borrower shall pay to Administrative Agent for the account of each Lender in accordance, subject to the terms of the Letter of Credit, for each Letter of Credit equal to the Applicable Rate for Letters of Credit times the daily amount available to be drawn under such Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with **Section 1.06**. Letter of Credit Fees shall be (i) per annum, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Maturity Date and thereafter at the Applicable Rate during any quarter, the daily amount

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available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period described herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Applicable Rate.

(k) **Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers.** Borrower shall pay directly to the applicable L/C Issuer the greater of (A) \$1,500 per Letter of Credit on the date of issuance of the applicable Letter of Credit and, if applicable, each renewal of such Letter of Credit, computed on the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fees shall be payable on June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment date on which such Letter of Credit expires in accordance with the terms hereof and thereafter on demand. For purposes of computing the amount of such fees, the Applicable Rate shall be determined in accordance with **Section 1.06**. In addition, Borrower shall pay directly to the applicable L/C Issuer for its other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and charges shall be for the account of the Borrower.

(l) **Disbursement Procedures.** The applicable L/C Issuer for any Letter of Credit shall, within the time allowed by applicable law, issue documents purporting to represent a demand for payment under such Letter of Credit. Such L/C Issuer shall promptly after such examination of the documents has made or will make an L/C Disbursement thereunder; *provided that* any failure to give or delay in giving such notice shall not constitute a breach of this **Section 2.03** or constitute a default under the Letter of Credit.

(m) **Interim Interest.** If the applicable L/C Issuer for any Letter of Credit shall make any L/C Disbursement, then, unless Borrower reimburses such L/C Disbursement by the date such L/C Disbursement is made or the next date as provided above, the unpaid amount thereof shall bear interest, for each day from the date of such L/C Disbursement to the date of reimbursement, at the rate *per annum* then applicable to Daily SOFR Rate Loans; *provided that* if Borrower fails to reimburse such L/C Disbursement by the date such L/C Disbursement is made or the next date as provided above, **Section 2.07(b)** shall apply. Interest accrued pursuant to this **clause (m)** shall be for account of such L/C Issuer, except that interest accrued pursuant to this **clause (m)** shall be for account of such Lender to the extent of such payment.

(n) **Replacement of any L/C Issuer.** Any L/C Issuer may be replaced at any time by written agreement between Borrower and the applicable L/C Issuer. At the time any such replacement shall become effective, Borrower shall notify the Lenders of any such replacement of an L/C Issuer. From and after the effective date of any such replacement, (i) the successor L/C Issuer shall have all the rights and obligations of the L/C Issuer replaced.

obligations of an L/C Issuer under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references hereir such successor and all previous L/C Issuer, as the context shall require. After the replacement of an L/C Issuer hereunder, the replace an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to i

(o) **Cash Collateralization.** If any Event of Default shall occur and be continuing, on the Business Day that Borrower rece been accelerated, Lenders with L/C Obligations representing at least 66-2/3% of the total L/C Obligations) demanding the deposit o established and maintained on the books and records of Administrative Agent (the "**Collateral Account**") an amount in cash equal to 1 collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other r in **clause (f) of Section 8.01**. Such deposit shall be held by Administrative Agent as collateral for the payment and performance of th **clause (d) of this Section 2.03**, if any L/C Obligations remain outstanding after the expiration date specified in said **clause (d)**, Borrow L/C Obligations as of such date; *provided that* Borrower shall Cash Collateralize each Letter of Credit that has an expiration date beyon

Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the Collatera shall be made at the option and sole discretion of Administrative Agent and at Borrower's risk and expense, such deposits shall nc Account. Moneys in the Collateral Account shall be applied by Administrative Agent to reimburse each L/C Issuer for L/C Disburs processing charges, and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of Borrower for to the consent of Lenders with L/C Obligations representing 66-2/3% of the total L/C Obligations), be applied to satisfy other obligatio provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not i Default have been cured or waived.

(p) **Letters of Credit Issued for Subsidiaries.** Notwithstanding that a Letter of Credit issued or outstanding hereunder is i reimburse, indemnify and compensate the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit as if suc any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary Credit for the account of Subsidiaries inures to the benefit of

Borrower, and that Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

(q) **Conflict with Issuer Documents.** In the event of any conflict between the terms hereof and the terms of any Issuer Do

2.04 Prepayments.

(a) **Voluntary.** Borrower may, upon delivery of a Notice of Prepayment to Administrative Agent, at any time or from time to Notice of Prepayment must be received by Administrative Agent not later than 11:00 a.m. (A) two Business Days prior to any date of Daily SOFR Rate Loans and (C) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Term SOFR Rate Loans or Da in excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100, such notice shall specify the date and amount of such prepayment. Administrative Agent will promptly notify each Lender of its receipt c on such Lender's Applicable Percentage). If such notice is given by Borrower, Borrower shall make such prepayment and the payment i

(b) **Mandatory.**

~~(i) Intentionally Deleted.~~

~~(ii) If any Consolidated Party Disposes of any Property or other assets (other than any Disposition permitted by Sec Borrower shall, subject to the terms of the Intercreditor Agreement with respect to the delivery of Net Cash Proceeds directly to prepay the Outstanding Amount of Loans in an amount equal to the Applicable Sharing Percentage with respect to the Oblig Consolidated Party.~~

(iii) Upon the sale or issuance by any Consolidated Party of any of its Equity Interests (other than issuances of Equity In Intercreditor Agreement with respect to the delivery of Net Cash Proceeds directly to the Authorized Collateral Agent for payment in an amount equal to the Applicable Sharing Percentage with respect to the Obligations of all Net Cash Proceeds received therefrom.

(c) **Generally.** Any prepayment of a Loan shall be accompanied by all accrued interest on the amount prepaid, together with any amount required pursuant to **Section 3.05**, if any. Subject to **Section 2.15**, each such prepayment shall be applied to the Loans of the Lenders in the following order of priority:

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~~(b) If for any reason the Total Outstandings at any time exceed the Aggregate Commitments then in effect, Borrower shall pay to the Lenders an aggregate amount equal to such excess; provided, however, that Borrower shall not be required to Cash Collateralize the L/C Obligations if the Total Outstandings exceed the Aggregate Commitments then in effect.~~

2.05 Termination or Reduction of Commitments.

(a) **Voluntary.** Borrower may, upon notice to Administrative Agent, terminate the Aggregate Commitments, or from time to time reduce the Aggregate Commitments, by giving notice to Administrative Agent not later than 11:00 a.m. three Business Days prior to the date of termination or reduction, (ii) an amount not in excess of \$1,000,000 in excess thereof, and (iii) Borrower shall not terminate or reduce the Aggregate Commitments if, after giving effect thereto, the Total Outstandings would exceed the Aggregate Commitments. Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Aggregate Commitments.

(b) **Mandatory.** ~~On each date set forth below, the~~ The Aggregate Commitments shall be automatically and permanently reduced by an amount ~~set forth opposite such date below~~ of any prepayments after the Second Amendment Effective Date pursuant to **Section 2.04**.

Date	Aggregate Commitments
October 1, 2023	\$125,000,000
April 1, 2024	\$100,000,000

(c) **Application of Commitment Reductions; Payment of Fees.** Any reduction of the Aggregate Commitments shall be applied to the Aggregate Commitments as of the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

2.06 Repayment of Loans.

(a) Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of Loans outstanding on such date.

(b) Borrower shall Fully Satisfy all other Obligations (to the extent not specified in **subsection 2.06(a)** above) on or prior to the terms hereof or of the other Loan Documents, and (ii) the later of the Maturity Date; provided, however, that L/C Obligations that have not been repaid by the Issuance Expiration Date in accordance with **Section 2.14(a)** may remain outstanding for a period of up to twelve (12) months following the Issuance Expiration Date of the applicable Letter of Credit).

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2.07 Interest.

(a) Subject to the provisions of **subsection (b)** below, (i) each Daily SOFR Rate Loan shall bear interest on the outstanding principal amount thereof at the Daily SOFR Rate for Daily SOFR Rate Loans; (ii) each Term SOFR Rate Loan shall bear interest on the outstanding principal amount thereof at the applicable Term SOFR Rate for Term SOFR Rate Loans; and (iii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof at a rate *per annum* equal to the greater of (A) the applicable Base Rate and (B) the applicable SOFR Rate plus a margin of **2.00%**.

(b) (i) If any amount of principal of any Loan is not paid within five days after the date when due (other than at the Matur apply), such amount shall thereafter bear interest at a fluctuating interest rate *per annum* at all times equal to the applicable Default Rat

(ii) If any amount (other than principal of any Loan) payable by Borrower under any Loan Document is not paid within fi acceleration, as to which such five day period shall not apply), then upon the request of the Required Lenders, such amou applicable Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists, Borrower shall pay interest on the prin times equal to the applicable Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and i accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Del

2.08 Fees. In addition to certain fees described in **subsections (j) and (k) of Section 2.03:**

(a) **Unused Commitment Fee.** Borrower shall pay to Administrative Agent for the account of each Lender in accordanc Commitment Fee times the actual daily amount by which the Aggregate Commitments exceed the sum of (i) the Outstanding Amount **Section 2.15.** The unused commitment fee shall accrue at all times during the Availability Period, including at any time during the Avail and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first : Period. The unused commitment fee shall be calculated quarterly in arrears. Upon the expiration of the Availability Period, no unused co

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(b) **Other Fees.**

(i) Without duplication of the requirements hereof, Borrower shall pay to Administrative Agent, and BofA Securities, fo Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever unless mutually agreed by the

(ii) Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing (and approved by shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.09 Computation of Interest and Fees. All computations of interest for Base Rate Loans (including Base Rate Loans determined may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elap of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion ti on the same day on which it is made shall, subject to **Section 2.11(a)**, bear interest for one day. Each determination by Administrative Agent of error.

2.10 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by suc maintained by Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrower hereunder to pay any amount owing maintained by any Lender and the accounts and records of Administrative Agent in respect of such matters, the accounts and recor Lender made through Administrative Agent, Borrower shall execute and deliver to such Lender (through Administrative Agent) a Note may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments wi

(b) In addition to the accounts and records referred to in **subsection (a)**, each Lender and Administrative Agent shall mair by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by A accounts and records of Administrative Agent shall control in the absence of manifest error.

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(a) **General.** All payments to be made by Borrower shall be made without condition or deduction for any counterclaim, Borrower hereunder shall be made to Administrative Agent, for the account of the respective Lenders to which such payment is owed p.m. on the date specified herein. Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable percentage) of such payment to each Lender's Lending Office and if such payments by Borrower are made to Administrative Agent by 1:00 p.m., Administrative Agent will distribute such payments to each Lender's Lending Office by 1:00 p.m. on the same day. Payments received by Administrative Agent after 1:00 p.m. shall be deemed received on the next succeeding Business Day (and shall be distributed to each Lender's Lending Office on the next succeeding Business Day) and any applicable interest or fee shall continue to accrue. If any payment to be made by Borrower shall come due on a day which is not a Business Day, such extension of time shall be reflected in computing interest or fees, as the case may be.

(ii) **Payments by Borrower; Presumptions by Administrative Agent.** Unless Administrative Agent shall have received the account of the Lenders or any L/C Issuer hereunder that Borrower will not make such payment, Administrative Agent may rely upon such assumption, distribute to the Lenders or the applicable L/C Issuers, as the case may be, the amount due,

With respect to any payment that Administrative Agent makes for the account of the Lenders or any L/C Issuer hereunder manifest error) that any of the following applies (such payment referred to as the **"Rescindable Amount"**): (1) Borrower has amount so paid by Borrower (whether or not then owed); or (3) Administrative Agent has for any reason otherwise erroneously severally agrees to repay to Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender including the date such amount is distributed to it to but excluding the date of payment to Administrative Agent, at the great banking industry rules on interbank compensation.

(c) **Failure to Satisfy Conditions Precedent.** If any Lender makes available to Administrative Agent funds for any Loan to Borrower, and such funds are not made available to Borrower by Administrative Agent because the conditions to the applicable Credit Extension set forth in Article 1.1 are not satisfied, Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) **Funding Source.** Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner.

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(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is

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subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this **Section** shall not be construed to apply to (x) any payment made by or on behalf of Borrower pursuant to the application of Cash Collateral provided for in **Section 2.14** (y) the application of Cash Collateral provided for in **Section 2.14** participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than an assignment

Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation in any of its Loans or subparticipations in L/C Obligations shall be deemed to have acquired the participation subject to the setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of Borrower in the amount of such participation.

2.13 [Intentionally Deleted].

2.14 **Cash Collateral.**

(a) **Obligation to Cash Collateralize.** At any time that there shall exist a Defaulting Lender, within one Business Day following the occurrence of an Event of Default (including, without limitation, the occurrence of an Event of Default by a Defaulting Lender), Borrower shall Cash Collateralize the L/C Issuers' Fronting Exposure with respect to such Defaulting Lender (determined after the expiration of the applicable Lender's grace period) in an amount not less than the Minimum Collateral Amount. As of the Second Amendment Effective Date, Borrower has not provided an amount not less than the Minimum Collateral Amount. Borrower shall not be required to provide Cash Collateral pursuant to this Section 2.14.

(b) **Grant of Security Interest.** Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, the L/C Issuers and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and other assets, including the proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to **Section 2.14(c)**, of any Person other than Administrative Agent or the applicable L/C Issuer as herein provided, or that the total amount of such Cash Collateral is not less than the Minimum Collateral Amount, and to provide to Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency to **Section 2.15(a)(iv)** and any Cash Collateral provided by the Defaulting Lender). All Cash Collateral (other than credit support provided by Bank of America. Borrower shall pay on demand therefor from time to time all customary account opening, activity and other administrative expenses).

(c) **Application.** Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any

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8.02 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund payments (including, without limitation, obligations to fund payments accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such Cash Collateral.

(d) **Release.** Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender) shall be released to the Lender upon determination by Administrative Agent and the applicable L/C Issuer that there exists excess Cash Collateral; provided, however, the Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.15 **Defaulting Lenders.**

(a) **Adjustments.** Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, the Lender's obligations shall be adjusted in accordance with the provisions of this Agreement and applicable Law:

(i) **Waivers and Amendments.** Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent shall be deemed to be waived in connection with the Lender's assignment to the Administrative Agent of its participation in the L/C Obligations and **Section 10.01**.

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accrued or payments made by or on behalf of Borrower while that Lender was a Defaulting Lender; and provided, further, that each Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been

(c) **New Letters of Credit.** So long as any Lender is a Defaulting Lender, no L/C Issuer shall be required to issue, extend or amend any Letter of Credit after giving effect thereto.

2.16 Extension of Maturity Date:

(a) Borrower may, by notice to Administrative Agent from time to time request an extension (each, an "**Extension**") of the maturity date specified in such notice. Such notice shall set forth the date on which such Extension is requested to become effective. Extension notice (or, at the request of Borrower, such longer or shorter periods as Administrative Agent shall agree in its sole discretion) shall be given to each Lender on a pro-rata basis and on the same terms and conditions as each other Lender pursuant to procedures established by, or referred to in, the Loan Documents. The time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of the Extension notice) shall be the same for all Lenders. Any Lender that fails to accept any Extension Offer and any failure by a Lender to respond to an Extension Offer shall be deemed to be a rejection of such Extension Offer. If the aggregate principal amount of Commitments in respect of which Extending Lenders shall have accepted the Extension Offer as set forth in the Extension notice, then the Commitments of Extending Lenders shall be extended to the extended maturity date. In the event of such extension, the Commitment of each Non-Extending Lender prior to such extension and the outstanding principal balance of all Loans and other amounts payable hereunder to the Lender shall be subject to **Section 2.16(c)** below, the Aggregate Commitments hereunder shall be

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reduced by the Commitments of the Non-Extending Lenders so terminated on such existing Maturity Date.

(b) The following shall be conditions precedent to the effectiveness of any Extension: (i) no Default or Event of Default shall have occurred or be occurring, (ii) the representations and warranties of Borrower set forth in **Article V** and in each other Loan Document shall be deemed to be true and correct as of the date of the Extension, except (w) to the extent that such representations and warranties are already qualified by materiality, in which case they shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of **Section 6.01**; and (iii) the applicable L/C Issuers shall have consented to any Extension, to the extent that the L/C Issuer at any time during the extended period, and (iv) the terms of such Extended Revolving Credit Commitments shall comply with

(c) Borrower shall have the right to replace each Lender that determines not to so extend its Maturity Date (a "**Non-Extending Lender**") with an Eligible Assignee (each, an "**Additional Commitment Lender**") as provided in **Section 10.13**; provided that each of such Additional Commitment Lender shall be an Eligible Assignee of the Non-Extending Lender, its Commitment shall be in addition to any other Commitment of such Lender hereunder on such

(d) The terms of each Extension shall be determined by Administrative Agent, Borrower and the applicable Extending Lender. The terms of each Extension shall be: (i) the final maturity date of any Extended Revolving Credit Commitment shall be no earlier than the existing Maturity Date, (ii) the terms of any Extended Revolving Credit Commitments, (iii) the existing Loans will not be contractually subordinated in right of payment to the Extended Revolving Credit Commitments, (iv) the terms of the Extended Revolving Loans shall be the same as Borrower and guarantors (if any) with respect to the existing Loans, (v) the terms of the Extended Revolving Loans and the Extended Revolving Loans thereunder, and participation in Letters of Credit, shall be on a pro-rata basis, and (vi) the terms of the Extended Revolving Credit Commitments shall be substantially identical to the terms

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(e) In connection with any Extension, Borrower, Administrative Agent and each applicable Extending Lender shall provide documentation as Administrative Agent shall reasonably specify to evidence the Extension. Administrative Agent shall not effect such amendments to this Agreement and the other documents of the Administrative Agent and Borrower, to implement the terms of any such Extension, including any amendments necessary to the Loans, as applicable, and such other technical amendments as may be necessary or appropriate in the reasonable opinion of Administrative Agent (including to preserve the pro rata treatment of the extended and non-extended tranches and to provide for the commitments under any tranche), in each case on terms consistent with this Section 2.16. This Section 2.16 shall supercede any other provision of this Agreement.

III. TAXES, YIELD PROTECTION AND ILLEGALITY.

3.01 Taxes; Defined Terms. For purposes of this Section 3.01, the term "Applicable Law" includes FATCA.

(a) **Payments Free of Taxes.** Any and all payments by or on account of any obligation of any Loan Party under the Loan Documents shall be made without deduction or withholding except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent), then the applicable Withholding Agent shall be entitled to make such deduction or withholding. If such Tax is an Indemnified Tax, then the sum payable by the applicable Lender shall be reduced by the amount of such deduction or withholding. If a deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 3.01), the sum payable by the applicable Lender shall be increased by the amount of such deduction or withholding had no such deduction or withholding been made.

(b) **Payment of Other Taxes by Borrower.** Borrower shall timely pay to the relevant Governmental Authority the amount of any Other Taxes imposed on or attributable to the Loan Documents and shall reimburse it for the payment of, any Other Taxes.

(c) **Indemnification by Borrower.** Borrower shall indemnify each Recipient, within 10 days after demand therefor, for any and all Indemnified Taxes asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be paid by such Recipient arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or a payment or liability delivered to Borrower by a Lender (with a copy to Administrative Agent), or by Administrative Agent on its behalf.

(d) **Indemnification by the Lenders.** Each Lender shall severally indemnify Administrative Agent, within 10 days after demand therefor, for any and all Indemnified Taxes asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be paid by such Recipient arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or a payment or liability delivered to Borrower by a Lender (with a copy to Administrative Agent), or by Administrative Agent on its behalf only to the extent that Borrower has not already indemnified.

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Administrative Agent for such Indemnified Taxes and without limiting the obligation of Borrower to do so), (ii) any Taxes attributable to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or a payment or liability delivered to any Lender by Administrative Agent shall be conclusive absent manifest error. Each Lender shall be deemed to have agreed that any payment or liability delivered to any Lender by Administrative Agent to the Lender from time to time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to the Lender from

(e) **Evidence of Payments.** As soon as practicable after any payment of Taxes by Borrower to a Governmental Authority, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of which shall be reasonably satisfactory to Administrative Agent.

(f) **Status of Lenders; Tax Documentation.**

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payment of any sum payable by or on account of any obligation of any Loan Party under the Loan Documents shall provide to the time or times reasonably requested by Borrower or Administrative Agent, such properly completed and executed documentation prescribed by applicable law or reasonably requested by Borrower or Administrative Agent as will enable such Lender to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding paragraph, (other than such documentation set forth in Section 3.01(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required to provide such documentation subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Administrative Agent or the Borrower.

(ii) Without limiting the generality of the foregoing, in the event that Borrower is a U.S. Person,

(A)any Lender that is a U.S. Person shall deliver to Borrower and Administrative Agent on or prior to time thereafter upon the reasonable request of Borrower or Administrative Agent), executed copies of IF tax;

(B)any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower and Ad prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to ti

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upon the reasonable request of Borrower or Administrative Agent), whichever of the following is applicable:

(1)in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the L executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax tre

(2)executed copies of IRS Form W-8ECI;

(3)in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of tl (B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a W-8BEN, as applicable); or

(4)to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form applicable), a U.S. Tax Compliance Certificate substantially in the form of **Exhibit H-2** or **Exhibit H-3** applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect pa Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit H-4** on bef

(C)any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower and Ad prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time executed copies of any other form prescribed by applicable law as a basis for claiming exemption fro supplementary documentation as may be prescribed by applicable law to permit Borrower or Administrative ,

(D)if a payment made to a Lender under any Loan Document would be subject to U.S. federal with reporting requirements of FATCA

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(including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall de such time or times reasonably requested by Borrower or Administrative Agent such documentation prescribe such additional documentation reasonably requested by Borrower or Administrative Agent as may be neces and to determine that such Lender has complied with such Lender's obligations under FATCA or to deterri **clause (D)**, "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii)Each Lender agrees that if any form or certification it previously delivered pursuant to this **Section 3.0** certification or promptly notify Borrower and Administrative Agent in writing of its legal inability to do so.

(g) **Treatment of Certain Refunds.** Unless required by applicable Laws, at no time shall Administrative Agent or have any obligation to pay to any Lender or any L/C Issuer, any refund of Taxes withheld or deducted from funds paid

Term SOFR Rate Loans, Daily SOFR Rate Loans, or Interest Periods) or, failing that, will be deemed to have converted therein, (2) any outstanding affected Term SOFR Rate Loans shall be deemed to have been converted to Base Rate Loans. outstanding affected Daily SOFR Rate Loans shall immediately be deemed to have been converted to Base Rate Loans.

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if Administrative Agent or Required Lenders notify Administrative Agent (with, in the case of Required Lenders, a copy to Borrower) that

(i)adequate and reasonable means do not exist for ascertaining one month, three month, and six month available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii)CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having of Term SOFR or the Term SOFR Screen Rate, in each case acting in such capacity, has made a public statement periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be will otherwise cease, *provided that*, at the time of such statement, there is no successor administrator that is satisf SOFR or the Term SOFR Screen Rate after such specific date (the latest date on which one month, three month, ar available permanently or indefinitely, the "**Scheduled Unavailability Date**");

then, on a date and time determined by Administrative Agent (any such date, the "**Term SOFR Replacement Date**" date, as applicable, for interest calculated and, solely with respect to **clause (b)(ii)** above, no later than the Sch Document with Daily Simple SOFR for any payment period for interest calculated that can be determined by Admi any other party to, this Agreement or any other Loan Document (the "**Successor Rate**").

If the Successor Rate is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (i) if Administrative Agent determines that Daily Simple SOFR is not availa of the type described in **clauses (b)(i) or (b)(ii)** above have occurred with respect to Daily Simple SOFR or the Successor Rat Agreement solely for the purpose of replacing Term SOFR, Daily Simple SOFR, and/or any then current Successor Rate in accord payment period for interest calculated, as applicable, with an alternative benchmark

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rate giving due consideration to any evolving or then existing convention for similar Dollar denominated credit facilities syndicat including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing conv States for such benchmark, which adjustment or method for calculating such adjustment shall be published on an information serv may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a "**Successor F** Day after Administrative Agent shall have posted such proposed amendment to all Lenders and Borrower unless, prior to such written notice that such Required Lenders object to such amendment.

Administrative Agent will promptly (in one or more notices) notify Borrower and each Lender of the implementation of any S

Any Successor Rate shall be applied in a manner consistent with market practice; *provided that* to the extent such mark shall be applied in a manner as otherwise reasonably determined by Administrative Agent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than (~~0.05~~5.00%) for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, Administrative Agent will have the right to make Conforming i other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action amendment effected, Administrative Agent shall post each such amendment implementing such Conforming Changes to Borrower

3.04 Increased Costs.

(a) **Increased Costs Generally.** If any Change in Law shall:

(i)impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or sir or participated in by, any Lender or any L/C Issuer;

(ii)subject any Lender or any L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, ar of taxation of payments to such Lender or such L/C Issuer in respect thereof (except for Indemnified Taxes covere payable by such Lender or such L/C Issuer); or

(iii)impose on any Lender or any L/C Issuer any other condition, cost or expense affecting this Agreement or

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and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continu participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue Lender or such L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of suc case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer, as the case shall not be liable to any Lender or any L/C Issuer for costs incurred more than one hundred eighty (180) days prior or such L/C Issuer.

(b) **Capital Requirements.** If any Lender or any L/C Issuer determines that any Change in Law affecting such L/C Issuer's holding company, if any, regarding capital requirements or liquidity has or would have the effect of reducing Lender's or such L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Le the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or such L/C Issuer or such Lender' (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer' Borrower will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will cor company for any such reduction suffered; *provided that* Borrower shall not be liable to any Lender or any L/C Issuer for cc certificate referred to in **clause (c)** below from such Lender or such L/C Issuer. Each Lender and such L/C Issuer shall alloc

(c) **Certificates for Reimbursement.** A certificate of a Lender or an L/C Issuer setting forth the amount or amo the case may be, as specified in **subsection (a)** or **(b)** of this **Section** and delivered to Borrower shall be conclusive absen the amount shown as due on any such certificate within ten days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of any Lender or any L/C Issuer to demand compensation Lender's or such L/C Issuer's right to demand such compensation, *provided that* Borrower shall not be required to compens increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or such L/C increased costs or reductions and of such Lender's or such L/C Issuer's intention to claim compensation therefor (except then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

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3.05 Compensation for Losses. Upon demand of any Lender (with a copy to Administrative Agent) from time to time, B any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan bearing interest at Term SOFR on a day automatic, by reason of acceleration, or otherwise);

(b) any failure by Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow

(c) any assignment of Loans bearing interest at Term SOFR other than the last day of the Interest Period therefo

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained from the deposits from which such funds were obtained. Borrower shall also pay any customary administrative fees charged by the Lender.

The amounts payable under this **Section 3.05** shall never be less than zero or greater than is permitted by applicable Law with the prepayment of any Daily SOFR Rate Loan or Base Rate Loan (if any).

3.06 Mitigation Obligations; Replacement of Lenders.

(i) **Designation of a Different Lending Office.** Each Lender may make any Credit Extension to Borrower subject to the obligation of Borrower to repay the Credit Extension in accordance with the terms of this Agreement. If any Lender assigns its obligation to any Lender, any L/C Issuer, or any Governmental Authority for the account of any Lender or any L/C Issuer, then such Lender or such L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or such L/C Issuer, pursuant to **Section 3.01** or **3.04**, as the case may be, in the future, or eliminate the need for the notice pursuant to **Section 3.01**, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantaged by such designation. All reasonable costs and expenses incurred by any Lender or such L/C Issuer in connection with any such designation shall be paid by Borrower.

(ii) **Replacement of Lenders.** If any Lender requests compensation under **Sections 3.04** or **3.05**, or if Borrower requests compensation for the account of any Lender pursuant to **Section 3.01**, or if a Lender gives notice under **Section 3.02**, Borrower may, at its option, compensate the Lender for the account of any Lender pursuant to **Section 3.01**, or if a Lender gives notice under **Section 3.02**, Borrower may, at its option, compensate the Lender for the account of any Lender pursuant to **Section 3.01**.

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3.07 Survival. All of Borrower's obligations under this **Article III** shall survive termination of the Aggregate Commitments.

IV. CONDITIONS PRECEDENT TO CREDIT EXTENSIONS.

4.01 Conditions of Initial Credit Extension. The obligation of each L/C Issuer and each Lender to make its initial Credit Extension to Borrower is subject to the following conditions:

(a) Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed by a copy of the original) of the Responsible Officer of Borrower, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each of the Lenders:

(i) fully executed counterparts of this Agreement, sufficient in number for distribution to Administrative Agent, the Lenders and the L/C Issuers;

(ii) Notes for the Loans executed by Borrower in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officer identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with the Loans;

(iv) such documents and certifications as Administrative Agent may reasonably require to evidence that Borrower is qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the operation of its business so would not reasonably be expected to have a Material Adverse Effect;

(v) a favorable opinion of counsel to Borrower addressed to Administrative Agent and each Lender, as to the legality, validity and enforceability of the Loans;

(vi) a certificate signed by a Responsible Officer certifying (A) that each Consolidated Party is in compliance with all applicable laws and regulations, and (B) that the failure to comply would not reasonably be expected to have a Material Adverse Effect. (B) all governmental, share certificates, and all Loan Documents and perform thereunder, if any, have been obtained, except where the failure to obtain would not reasonably be expected to have a Material Adverse Effect, the other Loan Documents and all the transactions contemplated therein to occur on such terms and conditions as set forth in the Loan Documents, and (2) all representations and warranties contained herein are true and correct in all material respects, and (3) Borrower (and including detailed calculations of each such financial covenant) for the fiscal quarter ending September 30, 2023.

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calculation has been delivered to Administrative Agent prior to Closing Date); (D) that the conditions specified in 3 satisfied; and (E) that, to such Responsible Officer's knowledge, there has been no event or circumstance since the to have, either individually or in the aggregate, a Material Adverse Effect;

(vii) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained

(viii) such other assurances, certificates, documents or consents as Administrative Agent, any L/C Issuer or the

(b) There shall not have occurred since December 31, 2020 any event or condition that has had or would be Effect, as determined by Administrative Agent.

(c) There shall not exist any action, suit, investigation, or proceeding pending, or to the knowledge of Borrower, would reasonably be expected to have a Material Adverse Effect, as determined by Administrative Agent.

(d) Any fees required to be paid on or before the Closing Date shall have been paid and all reimbursable expenses shall have been paid.

(e) Unless waived by Administrative Agent, Borrower shall have paid all reasonable fees, charges and disbursements (Administrative Agent) to the extent invoiced to Borrower prior to or on the Closing Date.

(f) (i) Upon the reasonable request of any Lender made at least five days prior to the Closing Date, Borrower shall provide documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering at least five days prior to the Closing Date and (ii) at least five days prior to the Closing Date, any Loan Party that qualifies as a Loan Party, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party.

Without limiting the generality of the provisions of the last paragraph of **Section 9.03**, for purposes of determining compliance with the Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter submitted to the Lender unless Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including a continuation of Loans) is subject to the following conditions precedent:

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(a) The representations and warranties of Borrower contained in **Article V** of this Agreement shall be true and correct in all material respects as of the date hereof, and to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of the date so specified; (2) the representations and warranties contained in **subsections (a), (b) and (c) of Section 5.05** shall be deemed to refer to the most recent update to **Section 6.01**; and (3) the representations and warranties contained in **Section 5.13(a)** shall be deemed to refer to the most recent update to **Schedule 5.21** furnished pursuant to **Section 6.02(a)(i)**, and shall be true and correct in all material respects as of the date hereof.

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) Except with respect to any Credit Extension outstanding as of the date hereof, Administrative Agent and, if applicable, the Lenders shall have received from the Borrower, together with a Certificate to Accompany Request for Credit Extension of a Request for Credit Extension, all documents and information required by the requirements hereof, together with a Certificate to Accompany Request for Credit Extension of a Request for Credit Extension.

(d) Immediately after giving effect to such Credit Extension, and the use of the proceeds thereof, the cash and other assets of the Borrower shall be maintained on a cash basis (taking into account issued checks, initiated wires, or ACH transfers that have been written or initiated by the Borrower).

Each Request for Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Loans) shall be subject to the conditions specified in **Sections 4.02(a) and (b)** have been satisfied on and as of the date of the applicable Credit Extension.

V. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. ~~Borrower~~Each Loan Party (a) is duly organized or formed and validly existing power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets; (ii) execute and deliver any Loan Documents to which it is a party, and (c) is in good standing, as applicable, under the Laws of the jurisdiction of its incorporation or organization, and the failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by ~~Borrower~~each Loan Party of each execution and delivery by, duly authorized by all necessary corporate or other organizational action, and upon its execution and de

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~~Borrower~~such Loan Party's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of, or the performance of, any obligation of ~~Borrower~~any Loan Party, is a party or affecting ~~Borrower~~any Loan Party or the properties of Borrower or any of its Subsidiaries; or (c) violate any Law.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by or required in connection with the execution and delivery of, and the performance of ~~Borrower~~each Loan Party's obligations under on the Collateral granted to Administrative Agent, for the benefit of the Credit Parties, and Borrower's SEC filings, and except v obtained or made, and except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will constitute, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of ~~Borrower~~each in accordance with its terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other law or public policy in any jurisdiction, and the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material information regarding the financial condition of Borrower and its Subsidiaries as of the date thereof.

(b) The unaudited consolidated balance sheet of Borrower and its Subsidiaries dated September 30, 2021, and the cash flows for the fiscal quarter ended on that date (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii), to the absence of footnotes and to normal year end audit adjustments. **Schedule 5.05** sets forth all material information regarding the financial condition of Borrower and its Subsidiaries as of the Closing Date not otherwise disclosed or referenced (or otherwise contemplated) in the Form 10-Q filed with the SEC on the Closing Date.

(c) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that would reasonably be expected to have a Material Adverse Effect.

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5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of Borrower, threatened by or against Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) question the validity of this Agreement, or (b) except as specifically disclosed in **Schedule 5.06**, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the status, or financial effect on Borrower or any Subsidiary thereof, of the matters described on **Schedule 5.06**.

5.07 No Default. Neither Borrower nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation that could result in a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement.

5.08 Ownership of Property; Liens. Borrower and each Subsidiary of Borrower has good record and marketable title in the real property owned by it, and its ordinary conduct of its business, except for Permitted Liens and except for such defects in title as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Borrower and its Subsidiaries is subject to no Liens, other than Permitted Liens. All of the outstanding Equity Interests in each Subsidiary are owned by the applicable Loan Party free and clear of all Liens (other than Permitted Liens).

5.09 Environmental Compliance. Except as set forth on **Schedule 5.09**, neither Borrower nor any Subsidiary (a) has received any notice of any Environmental Liability of Borrower or any Subsidiary which would individually or in the aggregate reasonably be expected to result in a Material Adverse Effect; or (b) has violated or is in violation of the requirements of any Environmental Law by Borrower or any Subsidiary, or any permit issued under any Environmental Law, or has released or is in violation of any Environmental Law by releasing any Hazardous Materials into the environment; or (c) to its knowledge, has threatened or actual liability in connection with any of the foregoing which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, Borrower has received any Environmental Complaint.

5.10 Insurance. The Properties of Borrower and the Properties of each of its Subsidiaries are insured with financially sound insurance companies in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and operating in similar locations.

5.11 Taxes. Borrower and each Subsidiary has filed all federal, state and other material tax returns and reports required by law, and has paid all federal, state and other material Taxes that have been levied or imposed upon Borrower or a Subsidiary, as applicable, or the failure to do so are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided. Borrower and its Subsidiaries do so would not reasonably be expected to have a Material Adverse Effect. There is no proposed tax assessment against Borrower or any Subsidiary.

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have a Material Adverse Effect. Neither Borrower nor any Subsidiary is party to any agreement the principal purpose of which is to avoid or defeat the payment of any such Taxes.

5.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and the Regulations thereunder, and each Plan or Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the Plan is exempt from federal income tax under Section 501(a)(2)(B) of the Code, or such Plan is covered by an opinion letter issued by the Internal Revenue Service. To the best knowledge of Borrower, each Plan is in qualified status.

(b) There are no pending or, to the best knowledge of Borrower, threatened claims, actions or lawsuits, or any other proceedings, which would individually or in the aggregate reasonably be expected to result in a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibilities of any Plan which would result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred, and neither Borrower nor any ERISA Affiliate is aware of any fact, even if such fact would constitute an ERISA Event with respect to any Pension Plan; (ii) Borrower and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules; (iii) as of the most recent valuation date, the funded status of each Pension Plan (as determined under the funding standards under the Pension Funding Rules) has been applied for or obtained; (iv) as of the most recent valuation date, the funded status of each Pension Plan (as determined under the funding standards under the Pension Funding Rules) is 60% or higher and neither Borrower nor any ERISA Affiliate knows of any facts or circumstances which would cause any such plan to drop below 60% as of the most recent valuation date; (v) neither Borrower nor any ERISA Affiliate has incurred any delinquent premium payments which have become due that are unpaid; (vi) neither Borrower nor any ERISA Affiliate has engaged in any conduct which would constitute a breach of fiduciary duty under ERISA; and (vii) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred which would result in proceedings under Title IV of ERISA to terminate any Pension Plan.

(d) Neither Borrower nor any ERISA Affiliate maintains or contributes to, or has any unsatisfied obligation to contribute to, any Pension Plan, as of the Closing Date, those listed on **Schedule 5.12(d)** hereto and (B) thereafter, Pension Plans not otherwise prohibited by this Agreement.

5.13 Subsidiaries; Other Equity Investments.

(a) Set forth on **Schedule 5.13** is a complete and accurate list of all Subsidiaries, Joint Ventures and Unconsolidated Affiliates of Borrower as of the **Second Amendment Effective Date** and as updated in accordance with the terms of **Section 6.02**, including the list of Subsidiaries and Joint Ventures of Borrower and any Subsidiary of Borrower in each Subsidiary and Joint

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Venture/Unconsolidated Affiliate are validly issued, fully paid and non-assessable and are owned by Borrower free and clear of all Liens other than Permitted Liens.

(b) Also set forth on **Schedule 5.13** is a complete and accurate list of all Sponsored REITs of Borrower or any Subsidiary of Borrower as of the **Second Amendment Effective Date**, including their respective business forms and jurisdictions of organization. The Equity Interests owned by Borrower or any Subsidiary of Borrower are non-assessable and are owned by Borrower or any Subsidiary of Borrower free and clear of all Liens other than Permitted Liens.

5.14 Margin Regulations; Investment Company Act.

(a) Borrower is not engaged, and will not engage, principally in the business of purchasing or carrying margin stock for the purpose of purchasing or carrying margin stock.

(b) None of Borrower nor any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1933.

5.15 Disclosure.

(a) Borrower has disclosed to Administrative Agent and the Lenders all material agreements, instruments and other documents, in writing or orally, by or on behalf of Borrower to Administrative Agent or any Lender in connection with the transactions covered by this Loan Document (in each case, as modified or supplemented by other information so furnished) taken as a whole and make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such information was prepared in good faith based upon assumptions that Borrower believed to be reasonable at the time.

(b) As of the Closing Date, the information included in the Beneficial Ownership Certification, if applicable, is true and correct.

5.16 **Compliance with Laws.** Borrower and each Subsidiary thereof is in compliance in all material respects with the regulations, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or ordinance is not diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

5.17 **Taxpayer Identification Number.** Borrower has provided to Administrative Agent prior to Closing a true and correct copy of its Taxpayer Identification Number.

5.18 **OFAC; Anti-Corruption Laws; PATRIOT Act.** Neither Borrower, nor any of its Subsidiaries, nor, to the best knowledge of Borrower, any individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions or (ii) located, organized or resident in a Designated Jurisdiction. Borrower, and its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Credit Extension, use of the proceeds thereof, or the foreign assets control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) or any other applicable law, regulation, or executive order, shall be violated by Borrower and its Subsidiaries have conducted their businesses in compliance in all material respects with all applicable Sanctions to achieve compliance with such Sanctions.

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currently the subject or target of any Sanctions or (ii) located, organized or resident in a Designated Jurisdiction. Borrower, and its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Credit Extension, use of the proceeds thereof, or the foreign assets control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) or any other applicable law, regulation, or executive order, shall be violated by Borrower and its Subsidiaries have conducted their businesses in compliance in all material respects with all applicable Sanctions to achieve compliance with such Sanctions.

5.19 REIT Status. Borrower has elected status as a real estate investment trust under *Section 856* of the Code and curren the qualification of Borrower as a real estate investment trust.

5.20 Solvency. Borrower, on a consolidated basis, (a) is not insolvent nor will be rendered insolvent by the Credit Extension and (c) has not incurred indebtedness beyond its ability to pay such indebtedness as it matures. Borrower, on a consolidated basis

5.21 Eligible Unencumbered Property Pool Properties. *Schedule 5.21* hereto contains a complete and accurate ~~Closing~~[Second Amendment Effective](#) Date (and as updated in accordance with the terms of **Section 6.02**) and a description of comprising the Eligible Unencumbered Property Pool satisfies each of the requirements set forth in the definition of "Eligible Unencumbered Property Pool" to its knowledge, with respect to each individual Property included in the Eligible Unencumbered Property Pool, as of the Closing of the Eligible Unencumbered Property Pool) and except as disclosed in Borrower's filings with the Securities and Exchange Commission or otherwise disclosed

(a) **Availability of Utilities.** (i) all utility services necessary and sufficient for the use and operation of each Property within the boundaries of each of the Properties comprising the Eligible Unencumbered Property Pool through dedicated public right-of-way and material utility installations and connections required for the operation and servicing of each of the Properties comprising the

(b) **Access.** (i) the rights of way for all roads necessary for the utilization in all material respects of each of the Properties comprising the Eligible Unencumbered Property Pool have either been acquired by the appropriate Governmental Authority or have been dedicated to public use and accepted for use; and (ii) all such roads, or suitable substitute rights of way, have been obtained; and (iii) all curb cuts, driveways and traffic signals comprising the Eligible Unencumbered Property Pool are existing.

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(c) **Condition of Eligible Unencumbered Property Pool Properties.** (i) neither the Eligible Unencumbered Property Pool nor any Property comprising the Eligible Unencumbered Property Pool has suffered any material fire, explosion, accident, flood or other casualty that is not covered by insurance, and no Taking is pending or threatened with respect to any Property comprising the Eligible Unencumbered Property Pool.

(d) **Compliance with Requirements/Historic Status/Flood Area.** The Eligible Unencumbered Property Pool has not received no written notice alleging any material non-compliance by any of the Properties comprising the Eligible Unencumbered Property Pool are located within any historic district or have, or may be, designated as a historic district; and (ii) no Property comprising the Eligible Unencumbered Property Pool is located in any special flood hazard area as defined on the Flood Insurance Rate Map of any community in which any Property comprising the Eligible Unencumbered Property Pool is located.

(e) **Other Contracts.** Borrower has not made any material contract or arrangement of any kind or type whatsoever that would reasonably be expected to give rise to a Lien on any of the Properties comprising the Eligible Unencumbered Property Pool.

(f) **Violations.** Borrower has received no written notices of any violation of any applicable material Requirements for the Eligible Unencumbered Property Pool.

5.22 Anti-Corruption Laws. To the best of Borrower's knowledge after due diligence, Borrower and its Subsidiaries are in compliance with the UK Bribery Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other applicable jurisdictions and in compliance with such laws.

5.23 Affected Financial Institutions; Covered Entity. None of Borrower nor any Subsidiary Guarantor is an Affected Financial Institution.

5.24 Collateral Documents. When executed and delivered in accordance with the terms hereof, the Pledge Agreements shall create a perfected security interest in the Collateral described therein which can be created under article 9 of the UCC in favor of the Credit Parties, subject to no other Liens except for Permitted Liens, and except as enforceability may be limited by applicable law, the security interests in, all right, title and interest of the Loan Parties in the Collateral to the extent such security interests may be perfected by the Credit Parties.

VI. AFFIRMATIVE COVENANTS. So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation outstanding, or any Letter of Credit shall remain outstanding, Borrower shall, and shall (except in the case of the covenants set forth

6.01 Financial Statements. Deliver to Administrative Agent, in form and detail satisfactory to Administrative Agent (and

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of Borrower, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, in reasonable detail and prepared in accordance with GAAP, such consolidated statements to be audited and accompanied by a report of independent accountants standing reasonably acceptable to Administrative Agent, which report and opinion shall be prepared in accordance with the standards of the PCAOB, and subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event within forty-five (45) days after the end of each of the first three fiscal quarters of Borrower, and the related consolidated statements of income or operations and cash flows for such fiscal quarter, and other information included in Borrower's Form 10-Q for such fiscal quarter, setting forth in each case in comparative form with the corresponding portion of the previous fiscal year, all in reasonable detail, such consolidated statements to be certified by the Borrower, in all material respects, the financial condition, results of operations and cash flows of the Consolidated Parties, in the absence of footnotes;

(c) as soon as available, but in any event within thirty (30) days of the filing thereof, executed copies of all federal and FSP REIT Protective Trust; and

(d) as soon as available, but in any event within twenty (20) days after the end of each calendar month (commencing with the first calendar month after the closing date), the Monthly Reporting Package certified by a Responsible Officer.

6.02 Certificates; Other Information. Deliver to Administrative Agent, in form and detail reasonably satisfactory to Administrative Agent

(a) concurrently with the delivery of the financial statements referred to in **Sections 6.01(a)** and **(b)**, a Compliance Certificate, in each such fiscal period, with the financial covenants contained in **Section 7.10**, and (B) stating that, to such Responsible Officer's knowledge, no Event of Default does exist, specifying the nature and extent thereof and what action Borrower proposes to take with respect thereto

(i) an update to **Schedule 5.21**, which such update shall, in each case, be deemed to replace, amend and supplement the last day of the applicable quarter;

(ii) an update to **Schedule 5.13(a)**, which such update shall, in each case, be deemed to replace, amend and supplement

(iii) a listing of all Projects Under Development.

(b) promptly after any request by Administrative Agent or any Lender, copies of any detailed audit reports, minutes and resolutions of the committee of the board of directors) of Borrower by independent accountants in connection with the accounts or books of Borrower;

(c) promptly after the same are available, copies of each annual report, proxy or financial statement or other report, and copies of all annual, regular, periodic and special reports and registration statements which Borrower may file or be required to file, and not otherwise required to be delivered to Administrative Agent pursuant hereto;

(d) promptly, and in any event within five Business Days after receipt thereof by Borrower or any Subsidiary or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation by such agency of the facts and circumstances giving rise to the investigation;

(e) promptly following any request therefor, provide information and documentation reasonably requested by Administrative Agent, including, without limitation, the PATRIOT Act and the Beneficial Ownership

(f) promptly, such additional information regarding the business, financial or corporate affairs of Borrower or any of Sponsored REITs of Borrower or any Subsidiary thereof, as Administrative Agent may from time to time reasonably require.

Documents required to be delivered pursuant to **Section 6.01(a)** or **(b)**, **Section 6.02(c)** and **(d)** or **Section 6.14** (to the extent delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which Borrower posts such documents at the address listed on **Schedule 10.02**; or (ii) on which such documents are posted on Borrower's behalf on an Internet or intranet (whether commercial, third-party website or whether sponsored by Administrative Agent); *provided that*: (i) Borrower shall deliver paper copies to deliver such paper copies. Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of documents in compliance by Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting

Borrower hereby acknowledges that (a) Administrative Agent and/or Arrangers will make available to the Lenders and the Borrower (collectively, "**Borrower Materials**") by posting Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (b) Borrower does not wish to receive material non-public information (within the meaning of the United States federal securities laws) with respect to the Borrower or its securities that may be engaged in investment and other market-related activities with

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respect to such Persons' securities. Administrative Agent, Arrangers and each Lender agree that all materials and/or information transmitted to the Lenders, Administrative Agent or Arrangers, in any form, by any means, whether in writing or orally, by electronic or mechanical means, including photocopying, recording, or by any information storage and retrieval system, without the prior written consent of Refinitiv. Administrative Agent, Arrangers and each Lender agree that all materials and/or information transmitted to the Lenders, Administrative Agent or Arrangers, in any form, by any means, whether in writing or orally, by electronic or mechanical means, including photocopying, recording, or by any information storage and retrieval system, without the prior written consent of Refinitiv. Borrower hereby agrees that by marking Borrower Materials "**PUBLIC**," Borrower shall be deemed to have authorized Administrative Agent, Arrangers and each Lender to use such materials and/or information for purposes of United States federal securities laws. If any Borrower Materials not containing any material non-public information with respect to Borrower or its securities for purposes of United States federal securities laws constitute Information, they shall be treated as set forth in **Section 10.07**) and all Borrower Materials marked "**PUBLIC**" are per se "**Information**." Administrative Agent and Arrangers agree to treat any Borrower Materials that are not marked "**PUBLIC**" as being "**Information**." As of the Closing Date, each applicable Lender represents to Borrower that it is not a Public Lender.

6.03 Notices. Promptly notify Administrative Agent:

- (a) of the occurrence of any Default known to Borrower;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect;
- (c) of the occurrence of an Internal Control Event;
- (d) of the occurrence of any ERISA Event;
- (e) of any material change in accounting policies or financial reporting practices by Borrower or any Subsidiary;
- (f) with respect to Sponsored REITs, Borrower shall provide Administrative Agent with a copy of the applicable documents;
- (g) any change in the information provided in a Beneficial Ownership Certification that would result in any change to the information.

Each notice pursuant to this **Section 6.03** (other than **Section 6.03(f)**) shall be accompanied by a statement of a Responsible Officer stating what action Borrower has taken and proposes to take with respect thereto. Each notice pursuant to **Section 6.03(a)** shall be accompanied by a copy of the documents that have been breached. Administrative Agent will provide written notices received from Borrower pursuant to this **Section 6.03**.

6.04 Payment of Taxes. Pay and discharge, or cause to be paid and discharged, as the same shall become due and payable, all taxes, interest, penalties and assessments on its Subsidiaries' properties or assets, unless (i) the same are being contested in good faith by appropriate proceedings diligently conducted by Borrower or such Subsidiary or (ii) failure to pay or discharge such items would not reasonably be expected to have a Material Adverse Effect.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain or cause to be preserved, renewed and maintained

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standing under the Laws of the jurisdiction of each of their respective organization except in a transaction permitted by **Sections 7** privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business and the business of its Subsidiaries have a Material Adverse Effect; and (c) preserve or renew or cause to be preserved and renewed all of its and its Subsidiaries' which would reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect or cause to be maintained, preserved and protected operation of its and its Subsidiaries' business in good working order and condition, ordinary wear and tear and insured fire or of renewals and replacements thereof; and (c) use the standard of care typical in the industry in the operation and maintenance of which would not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance. Maintain or cause to be maintained with financially sound and reputable insurance covering its properties and business and those of its Subsidiaries against loss or damage of the kinds customarily insured against by Persons customarily carried under similar circumstances by such other Persons.

6.08 Compliance with Laws. Comply or cause compliance in all material respects with the requirements of all Laws governing its business or property and the businesses or properties of its Subsidiaries (including without limitation all Anti-Corruption Laws and any injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply with

6.09 Books and Records. Maintain or cause to be maintained proper books of record and account, in which full, true and correct all financial transactions and matters involving the assets and business of Borrower or any Subsidiary, as the case may be.

6.10 Inspection Rights. Permit representatives appointed by Administrative Agent and each Lender, including, without limitation, any of its or its Subsidiaries' Properties and permit representatives appointed by Administrative Agent to examine its corporate, financial, discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at such reasonable advance notice to Borrower provided, however, that when an Event of Default exists Administrative Agent or any Lender the expense of Borrower at any time during normal business hours and without advance notice; and provided further that it shall not independent public accountants decline to meet or discuss with Administrative Agent, or (b) despite Borrower's diligent conduct a

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions solely for the following purposes: (a) to finance investments

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capital and other general business purposes (including for building improvements, tenant improvements and leasing commission); (iii) to make Restricted Payments (except Restricted Payments that are permitted under **Section 7.10(g)(iii)**) or (ii) to repay Indebtedness on the Effective Date in an amount not to exceed \$40,000,000, the proceeds of which are used to repay Indebtedness under the BMO Loan

6.12 Subsidiary Guarantors; Collateral.

(a) ~~If any Subsidiary incurs any Recourse Indebtedness (including, for the avoidance of doubt, any Guarantees that may be required, as described in **Section 6.12(b)** below, to become a Subsidiary Guarantor and (ii) any Property owned by such Subsidiary in which such Recourse Indebtedness is in effect. In no event shall a Sponsored REIT or (except as described in the preceding sentence) that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code shall become a Subsidiary Guarantor. Recourse Indebtedness incurred by a Subsidiary shall be subject to compliance with the Financial Covenants set forth in **Section 4.01(a)** not later than June 20, 2024) as may be agreed by Administrative Agent in its sole discretion) and (ii) the date that any Subsidiary issues Unsecured Notes, (x) cause each Subsidiary (other than, unless designated by Borrower, Excluded Subsidiaries and Subsidiaries of the Code) to become a Subsidiary Guarantor by executing and delivering to Administrative Agent a Subsidiary Guaranty in with respect to such Subsidiary Guarantor of the types referred to in **clauses (iii), (iv) and (v) of Section 4.01(a)** (unless, with respect to Borrower as of the Second Amendment Effective Date,~~

(b) ~~If any Subsidiary shall be required to become a Subsidiary Guarantor pursuant to **Section 6.12(a)**, Borrower shall, on and after the earlier of (i) May 21, 2024 (or such later date (but not later than June 20, 2024) as may be agreed by Administrative Agent) and (ii) the date that any Subsidiary issues Indebtedness under the BMO Loan Documents or the Senior Unsecured Notes, (x) cause said Subsidiary to become a Subsidiary Guarantor and delivering to (collectively, the "Collateral") to be, subject to the terms of the Intercreditor Agreement, subject to a perfected~~

in accordance with the ~~form of Exhibit F attached hereto and~~ terms and conditions of the Collateral Documents, (v) ~~execute documents, agreements and instruments (including (A) a Pledge Agreement, (B) UCC searches, (C) duly authorized UCC Administrative Agent's reasonable discretion, to perfect the Lenders' security interest in the Collateral, and (D) documents v~~ to in ~~clauses (iii), (iv), and (v) and (vii)~~ of Section 4.01(a) (unless waived by Administrative Agent)), ~~all in form, content as take or cause to be taken such further actions that may be required by applicable Laws and which Administrative Agent Agreement and~~

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~~the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Colla~~
~~any Collateral to execute and deliver to Administrative Agent a Grantor Joinder Agreement (as defined in the Intercreditor A~~

(c) ~~Furnish to Administrative Agent at least ten (10) days' (or such later date as may be agreed by Administrat~~
~~jurisdiction of incorporation or formation of any Loan Party, (ii) the location of the chief executive office of Borrower or any~~
~~organizational type of any Loan Party such that a filed financing statement becomes misleading or (iv) the Federal Taxpay~~
~~agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under t~~
~~times following such change to have a valid, legal and perfected security interest in all the Collateral.~~

(d) ~~(e)-If (I) the equity interests~~ Equity Interests in a Subsidiary Guarantor are disposed of in a transaction permit
assets such that such Subsidiary qualifies as an Immaterial Subsidiary, ~~or (III) the Recourse Indebtedness causing a~~
~~discharged from or is no longer liable for its obligations with respect to such Recourse Indebtedness without having default~~
Subsidiary Guarantor hereunder and under the applicable Guaranty, (y) the Liens in the Equity Interests in such Subsid
statement shall be terminated in accordance with the following:

(i) Borrower shall deliver to Administrative Agent, not less than ~~ten~~ five days prior to the requested rele:
Administrative Agent (which may consist of an officer's certificate of Borrower certifying as to compliance with this ,
transaction permitted under this Agreement, or (II) such Subsidiary has disposed of (or will substantially contemp:
qualifies as an Immaterial Subsidiary ~~or (III) the Recourse Indebtedness causing a Subsidiary to become a Subsid~~
~~longer liable for its obligations with respect to such Recourse Indebtedness without having defaulted thereund~~
Responsible Officer's knowledge, immediately prior to such release and immediately following such release, no De
Documents and (C) evidence reasonably satisfactory to Administrative Agent that any Liens on such Equity Intere
released, and upon such delivery of such certificates, each Authorized Collateral Agent is authorized to cause the t
being released) substantially contemporaneously with termination of the UCC financing statements securing the Par

(ii) Administrative Agent shall, from time to time upon written request therefor given by Borrower, provide to B

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termination statements and UCC amendments to delete the Equity Interests from the Collateral, and (y) a written
release of the Liens in the Equity Interests (and related Collateral) in and owned by such Subsidiary Guarantor, prov

(iii) prior to or in connection with any such release, Borrower shall make any mandatory prepayment required

(e) ~~(d)-Borrower shall at all times secure, and shall cause its Subsidiaries to secure, the Obligations equally ;~~
Permitted Liens) securing the Indebtedness of such Person outstanding under or pursuant to any Material Credit Fac

reasonably acceptable to Administrative Agent in substance and in form, including an intercreditor agreement and opinion that is reasonably acceptable to Administrative Agent.

(f) ~~(e)~~ Administrative Agent will provide notice to the Lenders of the addition or release of any Subsidiary Guaranty.

6.13 **REIT Status.** At all times comply with all applicable provisions of the Code necessary to allow Borrower to qualify for REIT status.

6.14 **Material Contracts.** Comply in all material respects with the terms and conditions of all Contractual Obligations in which any Subsidiary is subject except in such instance where the failure to comply therewith would not reasonably be expected to have a material adverse effect on the financial condition of the Borrower or any Subsidiary having a principal amount (including undrawn committed or available amounts) of at least \$20,000,000, within thirty (30) days after the end of each fiscal year, disclose in writing to Administrative Agent the financial covenant requirements applicable thereto.

6.15 **Further Assurances.** At the cost and expense of Borrower and upon request of Administrative Agent, duly execute and deliver, and cause to be done, all further instruments, documents and certificates, and do and cause to be done such further acts that may be reasonably necessary to carry out effectively the provisions and purposes of this Agreement and the other Loan Documents and in order to perfect, maintain, protect

6.16 **Anti-Corruption Laws; Sanctions.** Conduct its businesses in compliance with the United States Foreign Corrupt Practices Act and other applicable jurisdictions and with all applicable Sanctions, and maintain policies and procedures designed to promote and achieve compliance.

6.17 **Prepayment of Material Credit Facilities.**

(a) If any Consolidated Party Disposes of any Property or other assets (other than any Disposition of any Property or other assets of such Person of Net Cash Proceeds, prepay the respective obligations under the BMO

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Loan Documents and the Senior Unsecured Notes by the Applicable Sharing Percentage applicable to such obligations, and the Senior Unsecured Notes.

(b) Upon the sale or issuance by any Consolidated Party of any of its Equity Interests (other than issuances of Equity Interests by the BMO Loan Documents and the Senior Unsecured Notes by the Applicable Sharing Percentage applicable to such obligations and the Senior Unsecured Notes.

VII. **NEGATIVE COVENANTS.** So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation outstanding, or any Letter of Credit shall remain outstanding, Borrower shall not, directly or indirectly (or permit any Subsidiary to do so),

7.01 **Liens.** Create, incur, assume or permit to exist any Lien with respect to any of its property, assets or revenues, whether real or personal, tangible or intangible, in whole or in part, in favor of any third party, except as may be permitted in writing by the Administrative Agent.

7.02 **Investments.** Make any Investments, except (subject to the additional limitations set forth in **Section 7.17**):

(a) Investments in Projects Under Development, undeveloped land holdings, Joint Venture Projects and Joint Ventures;

(b) Investments held by Borrower or any Subsidiary in the form of Cash Equivalents;

(c) Investments by and among Borrower and its Subsidiaries (including without limitation, any Excluded Subsidiaries);

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the sale of goods or services, or received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary for the operation of the business, or Dispositions, to the extent allowed under the last sentence of **Section 7.17(b)**;

(e) Investments held by Borrower or any Subsidiary in the form of acquiring, developing, maintaining and operating any business or connection therewith);

(f) Investments held by Borrower or any Subsidiary in Sponsored REITs, including loans and Mortgages to and from any such REIT;

(g) Investments listed on **Schedule 7.02(g)**.

7.03 **Indebtedness.** Create, incur, assume or suffer to exist any Indebtedness, except (subject to the additional limitations set forth in **Section 7.17**):

- (a) Indebtedness under the Loan Documents;
- (b) Indebtedness under the BMO Loan Documents ~~and any extension, renewal or refinancing thereof~~ and the S

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(c) any other Indebtedness (including, without limitation, Guarantees in respect of Indebtedness otherwise permitted by the financial covenants set forth in **Section 7.10** and, if applicable, Borrower complies with or causes compliance with **S** under any Swap Contract (i) such obligations are (or were) entered into by such Person in the ordinary course of business investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued under such Swap Contract contains provisions suspending the non-defaulting party's obligation to make payments on outstanding

7.04 Fundamental Changes. Except as otherwise permitted under this Agreement, merge, dissolve, liquidate, consolidate, or effect any other transaction (including, without limitation, any of the foregoing) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (including any of its Subsidiaries) that would result therefrom:

- (a) any Subsidiary may merge or consolidate with (i) Borrower, or (ii) any one or more other Subsidiaries, provided that the continuing or surviving Person and Borrower shall continue to remain in compliance with **Section 7.10**;
- (b) Any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to or in favor of any Person, as Borrower shall continue to remain in compliance with **Section 7.10**;
- (c) all or substantially all of the assets or all of the Equity Interests of a Subsidiary may be Disposed of to the extent that the continuing or surviving Person and Borrower shall continue to remain in compliance with **Section 7.10**;
- (d) Borrower or a Subsidiary may acquire a Sponsored REIT by merger or consolidation provided that Borrower and Borrower shall continue to remain in compliance with **Section 7.10**.

7.05 Dispositions. Make ~~any Disposition or enter into any agreement to make~~ any Disposition, except:

- (a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;
- (b) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against other assets of the Person, and (ii) the exchange is reasonably promptly applied to the purchase price of such replacement property;
- (c) Dispositions of property by any Subsidiary to Borrower (provided after such Disposition, Borrower remains in compliance with **Section 7.10**);
- (d) Dispositions permitted by **Section 7.04(a)-(b)**; and

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- (e) Dispositions (including without limitation dispositions of Properties and equity interests of Subsidiaries), provided that the continuing or surviving Person and Borrower shall continue to remain in compliance with **Section 7.10**.

7.06 Change in Nature of Business. Engage in (or permit any other Subsidiary to engage in) any material line of business that is not a line of business of the Person on the date hereof or any business substantially related or incidental thereto.

7.07 Transactions with Affiliates. Permit to exist or enter into, any transaction (including the purchase, sale, lease or license of any asset, or the issuance of any security) by or for any Subsidiary to do so), except (a) as set forth on **Schedule 7.07** or (b) transactions not otherwise prohibited hereunder and consistent with the best interests of the Person, or (c) any transaction that would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate or a Sponsored REITs.

7.08 Burdensome Agreements. Except in connection with any transaction not prohibited hereunder, enter into or perr any other Loan Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to Borrower or to otherwis hereunder or (iii) of Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; or (b) secure another obligation of such Person; provided, that this **Section 7.08** shall not apply to and shall not be deemed to restrict t type related to Indebtedness *provided that* such Indebtedness would not result in a breach of any of the financial covenants set causes compliance with the provisions of **Section 6.12**, if applicable.

7.09 Use of Proceeds; Letters of Credit.

(a) Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidenta of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness o **Section 6.11** of this Agreement.

(b) Use Letters of Credit to secure or otherwise support any Indebtedness of any of the Consolidated Parties.

7.10 Financial Covenants. Fail, at any time, to comply with any of the following financial covenants on a consolidated quarter:

(a) **Minimum Tangible Net Worth.** Borrower shall maintain a Tangible Net Worth equal to or in excess of \$57 with any offering of stock or other equity in Borrower after September 30, 2021.

(b) **Maximum Leverage Ratio.** Borrower shall not permit the ratio of Total Indebtedness to Total Asset Value during the term of the Loans, provided that no Leverage Increase Period (hereinafter defined) shall be consecutive, to 0.65

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~~Significant Acquisition occurs and continuing for the succeeding three full fiscal quarters thereafter (each a "Leverage Incre~~

(c) **Maximum Secured Leverage Ratio.** Borrower shall not permit the ratio of Total Secured Indebtedness (exc

(d) **Minimum Fixed Charge Coverage Ratio.** Borrower shall not permit the ratio of Adjusted EBITDA to Fixed C

(e) **Maximum Unencumbered Leverage Ratio.** Borrower shall not permit the ratio of Unsecured Indebtedne Borrower a maximum of two times during the term of the Loans, provided that no Leverage Increase Period shall be cons and continuing for the succeeding three full fiscal quarters thereafter.

(f) **Minimum Unsecured Interest Coverage.** Borrower shall not permit the ratio of Unencumbered NOI to ~~1.75:1~~ 1.01:1 ~~1.0:1~~ 1.0:1. For the purpose of calculating NOI for this **Section 7.10(f), items (a)-(d)** of the definition of Net Ope disposed of during such fiscal quarter and (ii) adjust the amount attributable to Properties owned less than a full fiscal qu fiscal quarter.

(g) **Dividends, Distributions and other Restricted Payments.** Borrower shall not make Restricted Payme Borrower or a Subsidiary of Borrower, except:

(i)each Subsidiary may make Restricted Payments to Borrower and any other Person that owns an Equity Equity Interest in respect of which such Restricted Payment is being made;

(ii)each member of the Consolidated Group may declare and make dividend payments or other distributions stock or other common Equity Interests of such Person or of Borrower;

(iii)Borrower may make Restricted Payments to the holders of its common Equity Interests in an amount n Qualifying Distributions; *provided, however*, (x) to the extent an Event of Default has occurred and is continuing, suc (y) to the extent an Event of Default specified in **Section 8.01(f)** or **8.01(g)** has occurred and is continuing or an exercising its remedies under **Section 8.02(b)**, no such Restricted Payments shall be permitted without the consent

(iv)Borrower may issue rights under any shareholder rights plan that the board of directors of Borrower may redemptions does not exceed \$100,000 in the aggregate.

In calculating the financial covenants pursuant to this **Section 7.10**, any obligations that are secured by Liens described in mortgage, deed of trust, lien, pledge, encumbrance or other security agreement.

7.12 Sanctions. Knowingly directly or indirectly use the proceeds of any Credit Extension, or lend, contribute or otherwise assist, any individual or entity, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such contribution or assistance, is a Sanctioned Person (collectively, the "Sanctions"), or in any other manner that will result in a violation by any individual or entity party to this Loan Agreement of Sanctions.

7.14 Prepayments of Indebtedness. ~~If any Event of Default has occurred and is continuing or would be directly or indirectly caused by, result from or be a consequence of~~ amend (a) Amend or modify (or permit the amendment or modification of) any of the terms of any Indebtedness of such Person if such modification ~~is~~ or would require an unscheduled payment of such Indebtedness or would effect any type of transfer of property or assets in payment of ~~(b) prepay, any Indebtedness of such Person;~~ (b) prepay, any Indebtedness of such Person; ~~provided, however,~~ provided, however, Borrower may (i) make such mandatory ~~the~~ prepayments or ~~if~~ Borrower is a party (so long as such mandatory prepayments or redemptions are not triggered by events of default under such Documents and the Senior Unsecured Notes, including pursuant to a refinancing, and make any amendments or modifications required by ~~the~~ such ~~prepayment or redemption of such bond or senior note~~ Indebtedness would not result in a breach of any of the financial covenants set forth in ~~the~~ such ~~Amount of Loans based upon the Initial Sharing Percentage with respect to the Obligations of the principal amount of any such prepayment or redemption of such bond or senior note~~ Indebtedness would not result in a breach of any of the financial covenants set forth in

7.16 Anti-Corruption Laws. Directly or indirectly use the proceeds of any Credit Extension for any purpose which would violate any applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and other similar anti-corruption legislation in other applicable jurisdictions.

(iii) Indebtedness of the types described in **clauses (c), (d) and (e)** of the definition of “*Indebtedness*.” in each

7.18 Severance and Retention Arrangements. Enter into, or amend any existing employment, incentive compensation agreement, severance agreement, or any other agreement with any officer, director, executive, senior management, information officer, chief operating officer, chief financial officer and general counsel or the president of FSP Property Management, or any other employee of Borrower or any of its Subsidiaries, that contains a non-competition or non-solicitation covenant will not restrict or prohibit (a) arrangements entered into with individuals in the positions listed above prior to the Second Closing Date, and (b) future arrangements with employees of Borrower or any of its Subsidiaries not listed in this covenant.

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VIII. EVENTS OF DEFAULT AND REMEDIES.

(a) **Non-Payment.** Borrower or any other Loan Party fails to pay (i) within five days after the same is required to be paid (ii) after acceleration or otherwise, as to which such five day period shall not apply), any amount of principal of any Loan or any L/C, or (iii) on the due date, whether at stated maturity, by acceleration or otherwise, as to which such five day period shall not apply), any interest on any Loan or any L/C, after written notice from Administrative Agent that the same has become due and payable, any other amount payable hereunder by Borrower or any other Loan Party.

(c) **Other Defaults.** Borrower Any Loan Party fails to perform or observe any other covenant or agreement (not to be performed or observed) on its part to be performed or observed and such failure continues for thirty (30) days after delivery of written notice that the failure is not susceptible to cure but cannot be cured within thirty (30) days through the exercise of reasonable diligence, if Borrower or any of its subsidiaries and thereafter diligently prosecutes same to completion, such period of thirty (30) days shall be extended for such additional period as may be determined by the Lenders, but in no event shall the extended period exceed sixty (60) additional days; or

(i) Borrower or any Subsidiary (A) fails to make any payment prior to the delinquency thereof (whether as a result of a default under any Indebtedness or Guarantee or otherwise) (and all notice and grace periods have lapsed) in respect of any Indebtedness or Guarantee (other than Indebtedness or Guarantee for which the principal amount of more than the Threshold Amount, or (B) fails to observe or perform, beyond any applicable notice and grace periods, any obligation under any Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or

event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Indebtedness to cause such Indebtedness to be demanded or to become due prior to its stated maturity or such Inc or such Guarantee to become payable or cash collateral in respect thereof to be demanded, in each case, after all any Subsidiary not constituting a default under such Indebtedness (except for any default or other event which arise equity interest in any Subsidiary, so long as such Indebtedness or Guarantee is repaid in full substantially simultane

(ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) re any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so define Party (as so defined) and all transactions covered by such Swap Contract are Affected Transactions (as so define as a result thereof is greater than the Threshold Amount; *provided that* to the extent such Swap Contract is governe in respect of all transactions under such master agreement; or

(iii) an "Event of Default" as defined in the BMO Loan Documents or the Senior Unsecured Notes shall occur

(f) **Insolvency Proceedings, Etc.** Borrower or any Subsidiary Guarantor institutes or consents to the institution of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehat trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to Borrower or any such Subsidi property is instituted without the consent of Borrower or such Subsidiary Guarantor and continues undismissed or unstayed

(g) **Inability to Pay Debts; Attachment.** (i) Borrower or any Subsidiary Guarantor becomes unable or admits i or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of 60 days after its issue or levy; or

(h) **Judgments.** There is entered against Borrower or any Subsidiary Guarantor (i) a final judgment or order for covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or mo individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commer consecutive days during which a stay of enforcement

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of such judgment, by reason of a pending appeal or otherwise, is not in effect or during which such judgment is not discharg

(i) **ERISA.** (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has res Guarantor or any ERISA Affiliate under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggre ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with res an aggregate amount in excess of \$25,000,000; or

(j) **Invalidity of Loan Documents.** Any Loan Document, at any time after its execution and delivery and for any all the Obligations, is revoked, terminated, canceled or rescinded, without the prior written approval of Administrative Agen equity to contest, or make unenforceable, cancel, revoke or rescind any of the Loan Documents; or

(k) **Change of Control.** There occurs any Change of Control; or

(l) **Collateral Documents.** Any Collateral Document shall for any reason fail to create a valid and perfected se (i) permitted by the terms of any Loan Document or (ii) as a result of the release of such security interest in accordance wit

8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, Administrative Agent shall, at following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C (terminated;

- (b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressed;
- (c) require that Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount of the L/C Obligations);
- (d) exercise on behalf of itself, the Lenders and the L/C Issuers all rights and remedies available to it, the Lenders and the L/C Issuers, in connection with the L/C Obligations, *provided, however*, that upon the occurrence of an actual or deemed entry of an order for relief with respect to Borrower or any Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, and the amounts as aforesaid shall automatically become due and payable,

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and the obligation of Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in the event of the occurrence of any of the events set forth in *Section 8.02*.

8.03 Application of Funds. After the exercise of remedies provided for in *Section 8.02* (or after the Loans have automatically become due and payable), any amounts received on account of the Obligations, whether by cash or otherwise, shall be applied by Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees and expenses) payable to Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest, charges and disbursements of counsel to the respective Lenders and the L/C Issuers (including fees and time charges for legal services rendered by counsel to the Lenders and the L/C Issuers) under *Article III*), ratably among them in proportion to the respective amounts described in this *clause Second* payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Letters of Credit issued by the L/C Issuers in proportion to the respective amounts described in this *clause Third* payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this *clause Fourth* held by them;

Fifth, to Administrative Agent for the account of the L/C Issuers, to Cash Collateralize that portion of L/C Obligations committed by Borrower pursuant to *Sections 2.03* and *2.14*; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to Borrower or as otherwise required by law.

Subject to *Sections 2.03(c)* and *2.14*, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or the Letters of Credit have expired, the Cash Collateral shall be returned to Borrower in the order set forth above.

IX. ADMINISTRATIVE AGENT.

9.01 Appointment and Authority.

(a) Each of the Lenders and the L/C Issuers hereby irrevocably appoints Bank of America to act on its behalf as Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to Administrative Agent by the Lenders and the L/C Issuers, and to perform such duties as are reasonably incidental thereto. The provisions of this *Article* are

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solely for the benefit of Administrative Agent, the Lenders and the L/C Issuers, and Borrower shall not have rights as a third

(b) Administrative Agent shall also act as the "collateral agent" for the Credit Parties under the Loan Documents irrevocably appoints and authorizes Administrative Agent to act as the agent of such Lender and such L/C Issuer for purposes with the Intercreditor Agreement, acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Lenders that are reasonably incidental thereto. In this connection, Administrative Agent, as "collateral agent" and any co-agents, sub-agents, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(c), as though such provisions applied to the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as Administrative Agent hereunder shall have the same rights and powers as if it were not Administrative Agent and the term "**Lender**" or "**Lenders**" shall, unless otherwise expressly indicated or unless the context otherwise requires, be construed in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any capacity for, or be a director or officer of, any Subsidiary or other Affiliate thereof as if such Person were not Administrative Agent hereunder and without any duty to account to the Lenders.

9.03 Exculpatory Provisions. Administrative Agent shall not have any duties or obligations except those expressly stated in the Loan Documents. Notwithstanding the foregoing, Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and regardless of whether the Person serving as Administrative Agent is a Lender;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary powers that Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of Lenders as may be specified in the Loan Documents), *provided that* Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, is not in the best interests of the Lenders or not permitted by applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose any information to the Lenders or any of its Subsidiaries or Affiliates that is communicated to or obtained by the Person serving as Administrative Agent or any of its Subsidiaries or Affiliates.

Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Lenders, (ii) in the performance of its duties as Administrative Agent, or (iii) if, in its opinion or the opinion of its counsel, such action is necessary, or as Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in **Section 10.04**.

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willful misconduct. Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is received by Administrative Agent.

Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made by any Person in any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith, (iii) the accuracy or completeness of any information or data supplied by any Person, (iv) the validity, enforceability, effectiveness or legal effect of any instrument or document or (v) the satisfaction of any condition set forth in **Article IV** or elsewhere herein, other than to confirm receipt of such instrument or document.

9.04 Reliance by Administrative Agent. Administrative Agent shall be entitled to rely upon, and shall not incur any liability for, any statement, certificate, report or other writing (including any electronic message, Internet or intranet website posting or other distribution) reasonably believed to be true and accurate by the proper Person. Administrative Agent also may rely upon any statement made to it orally or by telephone and reasonably believed to be true and accurate by the proper Person. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless Administrative Agent is notified in writing to the contrary. Administrative Agent may consult with legal counsel (who may be a Lender or L/C Issuer) and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. Administrative Agent may perform any and all of its duties and exercise its rights and powers as Administrative Agent. Administrative Agent and any such sub agent may perform any and all of its duties and exercise its powers as Administrative Agent. The provisions of this **Article** shall apply to any such sub agent and to the Related Parties of Administrative Agent and any such sub agent. The provisions of this **Article** shall apply to any such sub agent and to the Related Parties of Administrative Agent and any such sub agent as to credit facilities provided for herein as well as activities as Administrative Agent.

9.06 Resignation of Administrative Agent.

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disbursements and advances of the Lenders, L/C Issuers and Administrative Agent and their respective agents and counsel **Sections 2.03(i) and (j), 2.08 and 10.04** allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding Administrative Agent and, in the event that Administrative Agent shall consent to the making of such payments directly to reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and

Nothing contained herein shall be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt any adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer or to authorize Administrative Agent

9.10 **Release of Subsidiary Guarantors Collateral and Guaranty Matters.** ~~The~~ Each of the Lenders irrevocably authorizes ~~requested by Borrower in accordance the provisions set forth in Section 6.12,~~ at its option and in its discretion, to do or cause the following:

(a) to execute the Intercreditor Agreement on behalf of the Lenders;

(b) to release any Liens granted to Administrative Agent by any Loan Party on any Collateral ~~(e)~~ and upon the Obligations, (i) upon any Disposition of such Collateral permitted hereunder, or (iii) as reasonably determined by Administrative Agent with any exercise of remedies of Administrative Agent and the Lenders pursuant to **Section 8.02**; and

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(c) to release any Guarantor from its obligations under the Subsidiary Guaranty if such Person ceases to be required to provide such Guaranty.

Upon request by Administrative Agent at any time, the Required Lenders will confirm in writing Administrative Agent's authority to execute the Subsidiary Guaranty pursuant to this **Section 9.10**. ~~Further~~ In each case as specified in this **Section 9.10**, Administrative Agent shall execute and deliver to the applicable Loan Party such documents as Borrower a document (in form and substance acceptable to the Lenders) for the release of such Collateral or such Guarantor from its obligations under the Subsidiary Guaranty, in each case in accordance with the applicable provisions of the Intercreditor Agreement.

9.11 ERISA Representations.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants that, if such Person ceases being a Lender party hereto, for the benefit of, Administrative Agent, the Arrangers and their respective agents and counsel, the following is and will be true:

(i) such Lender is not using Plan Assets of one or more Benefit Plans in connection with the Loans, the Letters of Credit, the Commitments and this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company general accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of the Investment Advisers Act of 1940) and the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, and (B) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between Administrative Agent and the Lenders and the Commitments will not constitute a non-exempt prohibited transaction under ERISA or the Code.

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(b) In addition, unless **subclause (i)** in the immediately preceding **clause (a)** is true with respect to a Lender or in **subclause (iv)** in the immediately preceding **clause (a)**, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, Administrative Agent, or for the benefit of the Loan Parties, that none of Administrative Agent, the Arrangers or any of their respective agents shall, with the reservation or exercise of any rights by Administrative Agent under this Agreement, any Loan Document or any document

9.12 Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time Administrative Agent receives a payment from a **Credit Lender Party** ("Credit Lender Party"), whether or not in respect of an Obligation due and owing by Borrower at such time, where such payment is in excess of the amount of the Rescindable Amount, Administrative Agent severally agrees to repay to Administrative Agent forthwith on demand the Rescindable Amount received by Administrative Agent, for each day from and including the date such Rescindable Amount is received by it to but excluding the date determined by Administrative Agent in accordance with banking industry rules on interbank compensation. Each **Credit Lender Party** which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another party shall inform each **Credit Lender Party** promptly upon determining that any payment made to such **Credit Lender Party** comprises or exceeds the Rescindable Amount.

X. MISCELLANEOUS.

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, not signed by the Required Lenders and Borrower and acknowledged by Administrative Agent, and each such waiver or consent shall be effective, provided, however, that no such amendment, waiver or consent shall:

- (a) waive any condition set forth in **Section 4.01(a)** without the written consent of each Lender;
- (b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to **Section 4.01(b)**);
- (c) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment hereunder or under any other Loan Document or amend the definition of "**Maturity Date**" without the written consent of each Lender;
- (d) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or any fees or charges payable hereunder or under any other Loan Document, without the written consent of each Lender directly affected thereby; *provided, however*, that only the consent of the Required Lenders shall be necessary.

(ii) to waive any obligation of Borrower to pay interest or Letter of Credit Fees at the Default Rate or (iii) to amend any provision of this Agreement or any other Loan Document which would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder;

- (e) change **Section 2.12** or **Section 8.03** in a manner that would alter the *pro rata* sharing of payments required hereunder;
- (f) change any provision of this **Section** or the definition of "**Required Lenders**" or any other provision hereof which would modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;
- (g) contractually subordinate in right of payment the Obligations hereunder to any other Indebtedness or other obligations of Borrower;
- (h) release, or have the effect of releasing, all or substantially all of the Subsidiary Guarantors from their obligations hereunder or under any other Loan Document or amend the definition of "Maturity Date" without the written consent of each Lender;
- (i) subordinate the Liens upon the Collateral or release, or have the effect of releasing, all or substantially all of the Liens upon the Collateral;
- (j) change the definition of "Applicable Sharing Percentage" or "Initial Sharing Percentage" without the written consent of each Lender;

and, *provided further*, that (i) no amendment, waiver or consent shall, unless in writing and signed by the applicable L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; and (ii) no amendment, waiver or consent shall, in addition to the Lenders required above, affect the rights or duties of Administrative Agent under this Agreement or any other Loan Document, or any document, or any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent shall be effective only if it is approved or disapproved by the Required Lenders).

Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender shall require the consent of such Defaulting Lender.

Notwithstanding any provision herein to the contrary, this Agreement may be amended with the written consent of the Lenders providing revolving credit or term loan facilities to this Agreement, which shall constitute separate tranches of "Commitments" and "Loans" arising in connection therewith from time to time outstanding to share ratably (or on a basis subordinated to the existing facilities) obligations and liabilities from time to time outstanding in respect of the existing facilities hereunder, and (ii) in connection with the facilities

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Administrative Agent and approved by the Required Lenders, the Lenders providing such additional credit facilities to participate in the same other number, percentage or class of Lenders hereunder.

10.02 Notices; Effectiveness; Electronic Communication.

(a) **Notices Generally.** Except in the case of notices and other communications expressly permitted to be given orally, all communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by first class mail, or by electronic communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number:

(i) if to Borrower, Administrative Agent or any L/C Issuer, to the address, facsimile number, electronic mail address or telephone number:

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number: solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, or sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent expressly permitted hereunder shall be deemed to have been given when sent. (b).

(b) **Electronic Communications.** Notices and other communications to the Lenders and the L/C Issuers hereunder may be given by electronic means (including email, facsimile, or electronic messaging, and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, provided that the Lender or such L/C Issuer, as applicable, has notified Administrative Agent that it is incapable of receiving notices by electronic means. Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic means. Such procedures may be limited to particular notices or communications.

Unless Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing section, or the website address therefor; provided that for both clauses (i) and (ii) inclusive, is if such notice, email or other communication is received during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been received.

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sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been received.

(c) **The Platform.** THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AGENT, ADMINISTRATIVE AGENT, BORROWER AND LENDERS) MAKE NO WARRANTY OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR

OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH Agent or any of its Related Parties (collectively, the “**Agent Parties**”) have any liability to Borrower, any Lender, any L/C Issuer (whether in tort, contract or otherwise) arising out of Borrower’s or Administrative Agent’s transmission of Borrower Material service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any party be liable for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) **Change of Address, Etc.** Each of Borrower, Administrative Agent and each L/C Issuer may change its address and give notice to the other parties hereto. Each other Lender may change its address, facsimile, or telephone number for notices to the L/C Issuer. In addition, each Lender agrees to notify Administrative Agent from time to time to ensure that Administrative Agent has accurate wire transfer number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire transfer information for each individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation. Each Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including Unit Rules, are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information under Federal or state securities laws.

(e) **Reliance by Administrative Agent, L/C Issuers and Lenders.** Administrative Agent, the L/C Issuers and the Lenders (collectively, the “Reliance Parties”) shall be deemed to have relied upon the truth and accuracy of the Loan Notices and Letter of Credit Applications Notices) purportedly given by or on behalf of Borrower even if (i) such notice is not followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from the actual terms of each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance on the telephonic notices to and other

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telephonic communications with Administrative Agent may be recorded by Administrative Agent, and each of the parties hereto.

10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, any L/C Issuer or Administrative Agent to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege constitute a waiver of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any other rights, remedies, powers or privileges.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights under this Agreement and any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be in the sole discretion of the Required Lenders. **8.02** for the benefit of all the Lenders and the L/C Issuers; provided, however, that the foregoing shall not prohibit (a) Administrative Agent (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any L/C Issuer from exercising its rights hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with **Section 10.08** hereunder and under the other Loan Documents, (d) any Lender from appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to Borrower or any Subsidiary Guarantor, (e) any Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the right to appear and file pleadings in addition to the matters set forth in **clauses (b), (c) and (d)** of the preceding proviso and subject to **Section 2.12**, any Lender may, in its sole discretion, and as authorized by the Required Lenders.

10.04 Expenses; Indemnity; Damage Waiver.

(a) **Costs and Expenses.** Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by Administrative Agent (including counsel for Administrative Agent), in connection with the syndication of the credit facilities provided for herein (without limitation to the syndication of the credit facilities), the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents, including its rights under this **Section**, or (B) in connection with the Loans made or to be made by the Lenders during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) **Indemnification by Borrower.** Borrower shall indemnify Administrative Agent (and any sub-agent thereof) and any other Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all damages, claims, losses, charges and disbursements of any counsel for any Indemnitee, and shall indemnify and hold harmless each Indemnitee and its employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Borrower under the Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or nonperformance of the consummation of the transactions contemplated hereby or thereby, or, in the case of Administrative Agent (and any sub-agent thereof), any other Loan Documents (including in respect of any matters addressed in **Section 3.01**), (ii) any Loan or Letter of Credit issued by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand are not acceptable to the L/C Issuer, Claims or any Environmental Liability related in any way to Borrower or any of its Subsidiaries, or (iv) any actual or prospective damages, claims, losses based on contract, tort or any other theory, whether brought by a third party or by Borrower or any of its Subsidiaries, and NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF ANY Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined to be caused in whole or in part from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Borrower against any other Loan Document, if Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) **Reimbursement by Lenders.** To the extent that Borrower for any reason fails to indefeasibly pay any amount due to Administrative Agent (or any sub-agent thereof), any L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to reimburse Administrative Agent, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by Administrative Agent in its capacity as such, or against any Related Party of any of the foregoing acting for Administrative Agent (or any such sub-agent thereof)) under this subsection (c) are subject to the provisions of **Section 2.11(d)**.

(d) **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by applicable Law, Borrower shall release, defend, hold harmless and pay for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with or from any instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of any such instrument for any damages arising from the

use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than the Indemnitee or its employees, such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) **Payments.** All amounts due under this **Section** shall be payable not later than ten Business Days after written demand is made by Administrative Agent.

(f) **Survival.** The agreements in this **Section** shall survive the resignation of Administrative Agent or any L/C Issuer and shall remain in full force and effect until the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of Borrower is made to Administrative Agent and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, determined to be a fraudulent conveyance or voidable under applicable Law, or is the subject of a settlement entered into by Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or other party, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived as if such payment had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to Administrative Agent upon demand the amount of such payment, plus interest thereon from the date of such demand to the date such payment is made at a rate *per annum* equal to the rate applicable to the L/C Issuers under **clause (b)** of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Lenders hereunder, except that Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Administrative Agent, except (i) to an assignee in accordance with the provisions of **subsection (d)** of this **Section**, or (ii) by way of pledge or assignment of a security interest subject to the rest by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any party hereto any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lenders.** Any Lender may at any time assign to one or more assignees all or a portion of its Commitment and the Loans (including for purposes of this **subsection (b)**, participations in L/C Obligations) at the time of

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(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in **subsection (b)(i)(A)** of this **Section**, the aggregate amount of the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to such assignment is delivered to Administrative Agent or, if "Trade Date" is specified in the Assignment, integral multiples of \$1,000,000 in excess thereof) unless each of Administrative Agent and, so long as no Lender consents not to be unreasonably withheld or delayed; *provided, however*, that concurrent assignments to members of a Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will not be made if the amount has been met.

(ii) **Proportionate Amounts.** Each assignment shall be of an equal proportionate share of the assigning Lender's Commitment.

(iii) **Required Consents.** No consent shall be required for any assignment, except to the extent required by **subsection (b)(i)(A)**.

(A) the consent of Borrower (such consent not to be unreasonably withheld) shall be required unless (2) such assignment is to a Lender, an Affiliate of a Lender, or an Approved Fund; *provided*, that Borrower's consent shall be given by written notice to Administrative Agent within five Business Days after having received notice thereof;

(B) the consent of Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for any assignment to a Lender or an Approved Fund with respect to such Lender; and

(C) the consent of the applicable L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) **Assignment and Assumption.** The parties to each assignment shall execute and deliver to Administrative Agent an Assignment and Assumption Agreement.

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a processing and recordation fee in the amount of \$3,500; *provided, however*, that Administrative Agent may, in its discretion, waive such fee in connection with an assignment. The assignee, if it is not a Lender, shall deliver to Administrative Agent an Administrative Questionnaire.

(v) **No Assignment to Certain Persons.** No such assignment shall be made (A) to Borrower or any of Borrower's Affiliates or (B) to any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in **subsection (b)(i)(A)**.

Subsidiaries listed on **Schedule 10.06(b)(v)** attached hereto, as such schedule may be updated from time to time, shall be provided to the Lenders prior to the effective date on which an assigning Lender has entered into a binding agreement with the Borrower.

(vi) **Certain Additional Payments.** In connection with any assignment of rights and obligations of any Defaulting Lender to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payment appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, Administrative Agent, the applicable *pro rata* share of Loans previously requested but not funded by the Defaulting Lender consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to Administrative Agent as appropriate) its full *pro rata* share of all Loans and participations in Letters of Credit in accordance with its applicable law and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the requirements of applicable law, and (y) shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by Administrative Agent pursuant to ***subsection (c)*** of this ***Section***, assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement. Upon assignment or transfer by a Lender of rights and obligations under this Agreement, such Lender shall cease to have any obligation or liability under this Agreement, except as may be provided in writing by the Administrative Agent. Notwithstanding the foregoing, upon assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to have any obligation or liability under this Agreement, except as may be provided in writing by the Administrative Agent. ***Sections 3.05, and 10.04*** with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon recording of this Agreement, Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this ***subsection (d)*** shall be null and void. Any participation in such rights and obligations in accordance with ***subsection (d)*** of this ***Section***.

(c) **Register.** Administrative Agent, acting solely for this purpose as a non-fiduciary agent of Borrower (and such

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Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"); and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender. In addition, Administrative Agent shall maintain on the Register information regarding the designation, and revocation of, inspection by Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) **Participations.** Any Lender may at any time, without the consent of, or notice to, Borrower or Administrative or Borrower or any of Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's right and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); *provided that* (i) such Lender's sole responsibility to the other parties hereto for the performance of such obligations and (iii) Borrower, Administrative Agent Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall not be bound by any modification or waiver of any provision of this Agreement; *provided that* such agreement or instrument may provide that such Lender may agree to any modification or other modification described in the lettered items of the first proviso to **Section 10.01** that affects such Participant. Such Participant shall be entitled to the benefits of **Sections 3.01** (subject to the requirements and limitations therein, including the requirements that such Participant has acquired its interest by assignment pursuant to **subsection (b)** of this **Section**). To the extent permitted by law, each Participant provided such Participant agrees to be subject to **Section 2.12** as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of Borrower, not disclose principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents to any Person except to the extent that such disclosure is necessary to establish that such disclosure complies with 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent notice to the Administrative Agent from the owner of such participation for all purposes of this Agreement notwithstanding any notice to the Administrative Agent.)

(f) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided that* no such pledge shall substitute any such pledgee or assignee for such Lender as a party hereto.

10.07 Treatment of Certain Information; Confidentiality. Each of Administrative Agent, the Lenders and the L/C Issuer Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, Agreement and the Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulation or other regulatory requirements of any such authority), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the performance of its duties under this Agreement or any other Loan Document or the enforcement of rights hereunder, (f) in connection with any legal action, dispute or proceeding relating to this Agreement or any other Loan Document or the same as those of this **Section**, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any other Loan Document or (ii) any of its advisors) to any swap or derivative transaction relating to Borrower and its obligations, (g) with the consent of Borrower or (h) in connection with any legal action, dispute or proceeding relating to this Agreement or any other Loan Document or a breach of this **Section** or (y) becomes available to Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates. **Section. "Information"** means all information received from Borrower or any Subsidiary relating to Borrower or any Subsidiary or any of their respective Affiliates.

Each of Administrative Agent, the Lenders and the L/C Issuers acknowledges that (a) the Information may include material non-public information, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable federal and state securities Laws.

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10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest payable hereunder shall not exceed the maximum amount of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If Administrative Agent or any Lender shall receive interest on the principal of the Loans or, if it exceeds such unpaid principal, refunded to Borrower. In determining whether the interest contract complies with the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense of the Loans, (b) include in the principal of the Loans any payment that is not principal as an expense of the Loans, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the term of the Loans.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties) which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire agreement between the parties hereto, and supersede all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in **Section 10.9**, this Agreement shall be binding upon the parties hereto from the date of its execution by the Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signature page of this Agreement by teletype or other electronic imaging means shall be effective as delivery of a manually executed original of this Agreement.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith to modify the provisions of the Agreement to achieve the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision; provided, however, that no such modification shall be made if it would be unenforceable under applicable law. Without limiting the foregoing provisions of this **Section 10.12**, if and to the extent that any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the Lenders shall be limited by Debtor Relief Laws, as determined in good faith by Administrative Agent or each L/C Issuer, as applicable to the Lenders.

(b) such Lender shall have received payment of an amount equal to 100% of the outstanding principal of its payable to it hereunder and under the other Loan Documents (including any amounts

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender, the delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO NEW YORK'S CHOICE OF LAW ACT).

(b) **SUBMISSION TO JURISDICTION.** BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONSIDERED A FINAL JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER INSTRUMENT OF THE LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OF THE LENDER OR ANY L/C ISSUER TO THE COURTS OF ANY JURISDICTION.

(c) **WAIVER OF VENUE.** BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, OR HEREFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OF THE LENDER OR ANY L/C ISSUER REFERRED TO IN **PARAGRAPH (b)** OF THIS **SECTION**. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH JURISDICTION.

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(d) **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY INSTRUMENT OF THE LENDER OR ANY L/C ISSUER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT IT IS NOT BEING REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, BE REPRESENTED BY COUNSEL, AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER INSTRUMENTS OF THE LENDER OR ANY L/C ISSUER BY THE CERTIFICATIONS IN THIS **SECTION**.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including without limitation any other Loan Document), Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i)(A) the transactions contemplated hereby and Arrangers are arm's-length commercial transactions between Borrower and its Affiliates, on the one hand, and Administrative Agent and Arrangers, on the other hand, and (B) Administrative Agent, its advisors, including accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) Borrower is capable of evaluating, and understanding, the risks of the transactions contemplated hereby and by the other Loan Documents; (ii)(A) Administrative Agent and Arrangers each is and has been acting solely as a principal, and will not be acting as an advisor, agent or fiduciary for Borrower or any of its Affiliates, or any other Person and (B) neither Administrative Agent nor Arrangers are acting on behalf of or for the benefit of Borrower or its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents. Borrower acknowledges that Administrative Agent and Arrangers may be engaged in a broad range of transactions that involve interests that differ from those of Borrower and its Affiliates, and may have conflicts of interest with respect to the transactions contemplated hereby. To the fullest extent permitted by law, Borrower hereby waives and releases any claims that it may have against Administrative Agent or Arrangers for an alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.17 Electronic Execution of Assignments and Certain Other Documents.

(a) The words "execute," "execution," "signed," "signature," and words of like import in or related to any document contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Loan Notices, and other documents) may be executed, and the validity, enforceability and effect of any such execution shall not be denied, solely on the basis that the execution or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, is not required. Signatures in Global and National

Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the herein to the contrary Administrative Agent is under no obligation to agree to accept electronic signatures in any form or if approved by it.

(b) This Agreement and any document, amendment, approval, consent, information, notice, certificate, **"Communication"**), including Communications required to be in writing, may be in the form of an Electronic Record and Electronic Signature on or associated with any Communication shall be valid and binding on each such Loan Party to the same extent as if the Electronic Signature, will constitute the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party as if an original signature was delivered or a paper-based recordkeeping system was used, as the case may be. Any Communication in paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the acceptance by Administrative Agent and each of the Lenders of a manually signed paper Communication which has been converted into a signed Communication converted into another format, for transmission, delivery and/or retention. Administrative Agent and each of the Lenders in the form of an imaged Electronic Record (**"Electronic Copy"**), which shall be deemed created in the ordinary course of the use of the Communication in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall be deemed to contain anything contained herein to the contrary, Administrative Agent is under no obligation to accept an Electronic Signature in any form or if approved by it; provided, further, without limiting the foregoing, (i) to the extent Administrative Agent has agreed to accept an Electronic Signature, it shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification; and (ii) any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, **"Electronic Record"** shall mean any record, as defined in USC §7006, as it may be amended from time to time.

10.18 USA PATRIOT Act. Each Lender that is subject to the PATRIOT Act and Administrative Agent (for itself and not on behalf of the Lender) shall, to the extent required by the PATRIOT Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of the Borrower, as applicable, to identify Borrower in accordance with the PATRIOT Act. Borrower shall, promptly following a request by Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" laws.

10.19 Time of the Essence. Time is of the essence of the Loan Documents.

10.20 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Solely to the extent any Lender is not subject to the applicable Resolution Authority, notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the Lenders, each Lender shall, to the extent such liability is unsecured, be deemed to have accepted the Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liability of the Lender that is an Affected Financial Institution;
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in its Loan Document; or
 - (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers.

(a) In the event a Covered Entity that is party to a Supported QFC (each, a ***Covered Party***) becomes subject to a proceeding under a U.S. Special Resolution Regime, the rights of such Covered Party to the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the laws of the United States or a state of the United States if such rights (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, if such Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that such Covered Party may be permitted to exercise against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised if the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, the exercise of such Default Rights shall not constitute an act of bankruptcy or a violation of applicable laws or regulations.

a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC C

"QFC" has the meaning assigned to the term "*qualified financial contract*" in, and shall be interpreted in acco

Signature Page(s) Follow(s).]

Commitments and Applicable Percentages

Lender	Commitment	Applicable Percentage
Bank of America, N.A.	\$21,263,157.79	31.578947366%
Bank of Montreal	\$10,631,578.90	15.789473687%
JPMorgan Chase Bank, N.A.	\$10,631,578.90	15.789473687%
Citizens Bank, N.A.	\$7,087,719.26	10.526315787%
Regions Bank	\$7,087,719.26	10.526315787%

BankUnited, N.A.	\$5,670,175.41	8.421052633%
First Financial Bank, N.A.	\$2,835,087.70	4.210526313%
Capital One, National Association	\$2,126,315.78	3.157894740%
Total	\$67,333,333.00	100.000000000%

L/C Commitments

Lender	Com
Bank of America, N.A.	
Bank of Montreal	
JPMorgan Chase Bank, N.A.	
Total	

Schedule 5.13

Subsidiaries; Other Equity Investments

Part (a) – Subsidiaries		
	Name	
1	FSP 1001 17th Street LLC	
2	FSP 121 South Eighth Street LLC	
3	FSP 1999 Broadway LLC	
4	FSP 303 EWD LLC	
5	FSP 600 17th Street LLC	
6	FSP 801 Marquette Avenue LLC	
7	FSP Addison Circle Corp.	
8	FSP Addison Circle Limited Partnership	
9	FSP Addison Circle LLC	
10	FSP Blue Lagoon Drive Corp.	
11	FSP Blue Lagoon Drive LLC	
12	FSP Collins Crossing Corp.	
13	FSP Collins Crossing Limited Partnership	
14	FSP Collins Crossing LLC	
15	FSP Eldridge Green Corp.	
16	FSP Eldridge Green Limited Partnership	
17	FSP Eldridge Green LLC	
18	FSP Forest Park IV LLC	
19	FSP Forest Park IV NC Limited Partnership	

20	FSP GB LLC	
21	FSP Greenwood Plaza Corp.	
22	FSP Holdings LLC	
23	FSP Innsbrook Corp.	
24	FSP Investments LLC	
25	FSP Legacy Tennyson Center LLC	
26	FSP Liberty Plaza Limited Partnership	

27	FSP One Legacy Circle LLC	
28	FSP Park Ten Development Corp.	
29	FSP Park Ten Development LLC	
30	FSP Park Ten Limited Partnership	
31	FSP Park Ten LLC	
32	FSP Park Ten Phase II Limited Partnership	
33	FSP Pershing Park Plaza LLC	
34	FSP Plaza Seven LLC	
35	FSP Property Management LLC	
36	FSP Protective TRS Corp.	
37	FSP REIT Protective Trust	
38	FSP Westchase LLC	

Part (b) – Sponsored REITS		
	Sponsored REIT Name	
1	FSP Monument Circle Corp	
2	FSP Monument Circle LLC	

Schedule 5.21

Eligible Unencumbered Property Pool Proper

	Name	City	State	Type	S.F.	CBD & Urban

1	FSP Park Ten	Houston	TX	Office	157,609	
2	FSP Addison Circle	Addison	TX	Office	289,333	X
3	FSP Innsbrook	Glen Allen	VA	Office	298,183	
4	FSP Eldridge Green	Houston	TX	Office	248,399	X
5	FSP Greenwood Plaza	Englewood	CO	Office	196,236	X
6	FSP Park Ten Phase II	Houston	TX	Office	156,746	
7	FSP Liberty Plaza	Addison	TX	Office	217,841	X
8	FSP 121 South 8th Street	Minneapolis	MN	Office	298,121	X
9	FSP 801 Marquette Avenue	Minneapolis	MN	Office	129,691	X
10	FSP Legacy Tennyson Center	Plano	TX	Office	209,461	
11	FSP Westchase	Houston	TX	Office	629,025	X
12	FSP 1999 Broadway	Denver	CO	Office	682,639	X
13	FSP 1001 17th Street	Denver	CO	Office	649,235	X
14	FSP Plaza Seven	Minneapolis	MN	Office	330,096	X
15	FSP Pershing Park Plaza	Atlanta	GA	Office	160,145	X
16	FSP 600 17th Street	Denver	CO	Office	612,135	X

Schedule 10.02

Administrative Agent's Office; Certain Addresses for

BORROWER:

Franklin Street Properties Corp.

[*****]

[*****]

Attention: Chief Financial Officer

Telephone: [*****]

Electronic Mail: [*****]

www.fsrpreit.com

With an electronic mail copy to: [*****]

AND

Franklin Steet Properties Corp.

[*****]

[*****]

Attention: Vice President – Corporate Reporting

Telephone: [*****]

Electronic Mail: [*****]

With a copy to:

Foley & Lardner LLP

[*****]

[*****]

Attention: Jamie N. Class, Esq.

Telephone: [*****]

Electronic Mail: [*****]

ADMINISTRATIVE AGENT:

Administrative Agent's Office

(for payments and Requests for Borrowings):

Bank of America, N.A.

[*****]

[*****]

Mail Code: [*****]

Attention: Cletise Ussery

Telephone: [*****]

Telecopier: [*****]

Electronic Mail: [*****]

Other Notices as Administrative Agent:

Bank of America, N.A.

[*****]

[*****]

Mail Code: [*****]

Attention: Cletise Ussery

Telephone: [*****]

Telecopier: [*****]

Electronic Mail: [*****]

FORM OF COMPLIANCE CERTIFICATE

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of January 10, 2022 (as amended, restated, extended, supplemented or used herein as therein defined), among Franklin Street Properties Corp. (the "**Borrower**"), the Lenders from time to time party thereto, and Bank

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the _____ of Borrower, and that, as such of Borrower, and that:

[Use following **paragraph 1** for fiscal year-end financial:]

1. Borrower has delivered the year-end audited financial statements required by Section 6.01(a) of the Agreement for the fiscal year ended _____, as certified by the independent certified public accountant required by such section.

[Use following **paragraph 1** for fiscal quarter-end financial:]

1. Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter respects, the financial condition, results of operations and cash flows of the Consolidated Parties in accordance with GAAP as at such date and
2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under Borrower during the accounting period covered by such financial statements.
3. A review of the activities of Borrower during such fiscal period has been made under the supervision of the undersigned with Obligations under the Loan Documents, and

[select one:]

[to the knowledge of the undersigned, during such fiscal period no Default or Event of Default has occurred and is continuing.]

--or--

[to the knowledge of the undersigned, during such fiscal period the following Defaults and Events of Default exist:¹

4. Except as noted below, the representations and warranties of Borrower contained in Article V of the Agreement are true and representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and (b) exc 5.05 refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01; and (ii) the representations furnished pursuant to Section 6.02(a)(ii), and are true and correct in all material respects as of the effective date of such update, and (iii) the re the most recent update to Schedule 5.21 furnished pursuant to Section 6.02(a)(i), and are true and correct in all material respects as of the effe

Exceptions: _____.

5. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate in all material r
The updates to Schedules 5.21 and 5.13(a) attached hereto and the list of all Projects Under Development attached hereto are true an

Remainder of Page Intentionally Left Blank
Signature Page(s) Follow(s).

¹ Specify nature and extent thereof and what action Borrower proposes to take with respect thereto.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, 20__.

BORROWER:

FRANKLIN STREET I

By: _____
Name:

Title:

Signature Page to
Compliance Certificate

FRANKLIN STREET PROPERTIES CORP.
FINANCIAL COVENANTS

_____, 20__

(in thousands, except percentages and ratios)

1. Maximum Leverage Ratio

Total Indebtedness

Not to exceed 60%

Total Asset Value²

Unencumbered Asset Value (see Schedule A)

Encumbered Asset Value (see Schedule B)

Unrestricted Cash

Cash Equivalents

Book value of unimproved land holdings

Book value of construction in progress

Carrying value of performing mortgage loans

Assets Held for Syndication

Mortgage Loan Receivable

Investment in Sponsored REITs

Total Asset Value

² to the extent the aggregate of Investments in Projects under Development, undeveloped land holdings, Joint Venture Projects and Joint V
REITs) would exceed 10% of Total Asset Value, such aggregate excess shall be excluded.

Total Indebtedness

Loan Balance

Derivative Termination Value

Secured Debt

Other Indebtedness

Exclude Hedge Ineffectiveness

Consolidated Parties' Equity Percentage

of Indebtedness of Unconsolidated Affiliates

Total Indebtedness

2. Maximum Secured Leverage Ratio

Total Secured Indebtedness of the Consolidated Parties

Total Asset Value

% of Total Secured Indebtedness over Total Asset Value

Maximum % of Total Secured Indebtedness not to exceed 30% of Total Asset Value

3. Minimum Fixed Charge Cover Ratio

Adjusted EBITDA

Minimum 1.25:1

\$

4. Maximum Unencumbered Leverage Ratio

Unsecured

Indebtedness

Not to exceed 60%

5. Minimum Unsecured Interest Coverage

Quarterly

Unencumbered NOI

Equal to 1.25:1 or more

6. Minimum Tangible Net Worth

Total Assets, less:

(a) Book Value of Intangible Assets

(b) Write-up of book value subsequent to Balance Sheet date

(c) Subscriptions Receivable

(d) Derivative assets

Total Liabilities (excluding derivative liabilities)

Tangible Net Worth

Required Net Worth

Required as of [9/30/21]

Equity Offering after [9/30/21] (add 75% of net proceeds from equity offerings)

Required Net Worth

7. Distributions

Actual Distributions

Maximum Distributions not to exceed the greater
of (A) \$0.01 per common share per fiscal
quarter and (B) REIT Qualifying
Distributions;

8. Maximum Secured Recourse Leverage Ratio

Total Secured Indebtedness of the Consolidated
Parties that is Recourse Indebtedness

Total Asset Value

% of Total Secured Indebtedness that is Recourse Indebtedness over
Total Asset Value

Maximum % of Secured Recourse Indebtedness
not to exceed 1% of Total Asset Value

3 Total Assets and Total Liabilities shall also exclude an asset or liability created by Hedge Ineffectiveness and the Swap Termination Value.

FRANKLIN STREET PROPERTIES CORP.
FINANCIAL COVENANTS

_____, 20__

Unencumbered Asset Value

	Date
Quarterly NOI	\$ _____ x 4
Annual NOI	\$ _____ x 4
Acquisition costs of new properties (for first 4 quarters)	
Unencumbered Asset Value	

4 6.75% for CBD or Urban Infill Property/7.5% for Suburban Property.

FRANKLIN STREET PROPERTIES CORP.
FINANCIAL COVENANTS

_____, 20__

Encumbered Asset Value

	Date
Quarterly NOI	\$ _____ x 4
Annual NOI	\$ _____ x 4
Acquisition costs of new properties (for first 4 quarters)	
Encumbered Asset Value	

5 6.75% for CBD or Urban Infill Property/7.5% for Suburban Property.

Franklin Street Properties Corp.
Consolidated Balance Sheets
(Audited/Unaudited)

_____, 20__

[To be inserted]

Franklin Street Properties Corp.
Consolidated Statement of Income
(Audited/Unaudited)

_____, 20__

EBITDA
Net Income
Non-recurring/Extraordinary /GOS/Acq Cost
Interest including deferred financing costs
Taxes
Depreciation & Amortization
Amortization of leases (in revenue)
Pro Rata Share Unconsolidated Affiliates
Hedge ineffectiveness

EBITDA
Capital Item allowance (\$.30 sf/year)
Adjusted EBITDA

Franklin Street Properties Corp.
Financial Covenants
Quarterly Debt Service

_____, 20__

Interest Expense

Franklin Street Properties Corp.
Property NOI

_____, 20__

Name	City	State	S.F.

Unencumbered NOI

Property NOI for the quarter

Less: Capital Item allowance (\$.30 sf/year, including acquisitions)

Less: NOI from assets sold and projects under development

(a) Adjustment for management fees to 3%

Subtotal before gross-up of partial quarter acquisitions

Gross up for current quarter

Property NOI for the quarter

Less: New acquisitions (if less than 4 quarters)

Less: Capital Item allowance (\$.30 sf/year, including acquisitions)

Less: NOI from assets sold and projects under development

(a) Adjustment for management fees to 3%

NOI for Unencumbered Asset Value Calculation

Cap rate per loan agreement

Value of the Properties:

Calculated above

Acquisitions at cost

Unencumbered Asset Value

Encumbered NOI

(a) NOI is net of actual management fees paid, adjustment is to (increase)/decrease fees to 3% level

6 6.75% for CBD or Urban Infill Property/7.5% for Suburban Property.

Franklin Street Properties Corp. Management Fee Calculation⁷

_____, 20__

9 Months

Calculation:

Total rental revenue for 10-Q/10-K

Excluded revenues:

Termination Fees

Amort - Favorable lease

Lease Induce/Rent reduct

FASB 13 Revenue

Management fee & interest income

Revenue from sold properties

Total excluded revenues

Gross revenues	\$	
3% of Gross Revenues	\$	
Less Actual management fees charged:		
Adjustment required	\$	
7	To be adjusted as appropriate to determine management fees for the quarter.	

Franklin Street Properties Corp.
REIT Qualifying Distributions
_____, 20__

Total Income for REIT test
Less Gain on Sale of Real Estate
Less SAR Return of Capital - Gain
Taxable Expenses (Operating Estimate)
Section 1231 Loss Recapture
Other Tax to Book Diff {Positive = income, () = expense}
Depreciation Expense (based on estimate)
Estimated Taxable Income
Actual Distributions
Less Estimated Taxable Income (positive number is Tax Loss)
Less Capital Gain Distribution Needed
Positive is distribution Coverage and Negative is Special Distribution Needed
Amount of Special Distribution, Sec 857 Dividend or Sec 858 Election needed

FORM OF SUBSIDIARY GUARANTY

CONTINUING SUBSIDIARY GUARANTY

Dated as of [], 2024

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and in consideration of credit and/or financial accommodation, **PROPERTIES CORP.**, a Maryland corporation ("**Borrower**"), by and under that certain Credit Agreement, dated as of January 10, 2022 (as amended, the "**Agreement**," capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement), the L/C Issuers party thereto and the Lenders from time to time party thereto (Administrative Agent, each L/C Issuer, and each Lender, collectively, the "**Credit Parties**" and individually, a "**Credit Party**"), the undersigned Subsidiaries of Borrower (such Subsidiaries are each a "**Guarantor**" and collectively, the "**Guarantors**"),

1. Guaranty. Each Guarantor hereby unconditionally and irrevocably guarantees to Administrative Agent, for the benefit of each Credit Party, the prompt payment when due upon acceleration, demand or otherwise, and at all times thereafter, of the Guaranteed Obligations (as hereafter defined) and the punctual performance of the Guaranteed Obligations. This Guaranty is a guaranty of payment and performance and is not merely a guaranty of the future indebtedness, obligations, and liabilities of every kind, nature and character, direct or indirect, absolute or contingent, liquidated or unliquidated, damages, costs, expenses or otherwise, of Borrower to the Credit Parties arising under the Agreement and any instruments, agreements or other documents in connection with the collection or enforcement thereof. Without limiting the generality of the foregoing, the Guaranteed Obligations shall include the Agreement and any instruments, agreements or other documents of any kind or nature now or hereafter executed in connection with the Agreement, amendments, restatements and other modifications thereof which may be or hereafter become unenforceable or shall be an allowed or disallowed claim under the Bankruptcy Code (*Title 11*, United States Code), any successor statute or any other liquidation, conservatorship, bankruptcy, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of the Credit Parties after the commencement by or against Borrower of any proceeding under any Debtor Relief Laws. Anything contained herein to the contrary notwithstanding, the aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance.

Section 548 of the Bankruptcy Code (*Title 11*, United States Code) or any comparable provisions of any similar federal or state law.

2. No Setoff or Deductions; Taxes; Payments. Each Guarantor shall to the extent permitted by applicable Laws make all payment of Taxes, including Indemnified Taxes. If, however, applicable Laws require any Guarantor to withhold or deduct any Taxes, such Taxes shall be withheld or deducted from the amount payable to the Credit Parties, and documentation to be delivered pursuant to the Agreement. To the extent that the withholding or deduction is made on account of Indemnified Taxes, the Agreement so that after any required withholding or deduction a Credit Party receives an amount equal to the sum it would have received had the Guarantor under this *paragraph* shall survive the payment in full of the Guaranteed Obligations and termination of this Guaranty.

3. Rights of Credit Parties. Each Guarantor consents and agrees that Administrative Agent (for the benefit of Credit Parties) and/or Credit Parties may, without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise modify the terms of the Guaranteed Obligations; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or of the Guaranteed Obligations as Credit Parties in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any instrument or agreement evidencing any Guaranteed Obligation and consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty.

4. Certain Waivers. Each Guarantor waives to the fullest extent permitted by law (a) any defense arising by reason of any disability or legal incapacity of any Credit Party of the liability of Borrower; (b) any defense based on any claim that such Guarantor's obligations are subject to any limitations affecting such Guarantor's liability hereunder; (d) any right to require Administrative Agent or any other Credit Party to proceed against Borrower or any other remedy in Administrative Agent's or any other Credit Party's power whatsoever and any defense based upon the doctrines of market value, security now or hereafter held by Administrative Agent or any other Credit Party; (f) any fact or circumstance related to the Guaranteed Obligations; and (g) any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating any Guarantor from or from its obligations fully performed and indefeasibly paid in full in cash.

Each Guarantor expressly waives all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protest or demand, and any other notices whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of the Guaranteed Obligations, genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligation or any collateral therefor, or

by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of any Guarantor have or hereafter acquire in any way relating to any or all of the foregoing.

5. **Obligations Independent.** The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and separate action may be brought against any Guarantor to enforce this Guaranty whether or not Borrower or any other person or entity is joined in

6. **Subrogation.** No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to amounts payable under this Guaranty have been indefeasibly paid and performed in full and any commitments of Credit Parties or facilities provided are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of Credit Parties and shall be used to pay the Guaranteed Obligations, whether matured or unmatured.

7. **Termination; Reinstatement.** This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations now or hereafter existing in full force and effect until all Guaranteed Obligations and any other amounts payable under this Guaranty are indefeasibly paid in full in cash and any commitments of Credit Parties are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if the Guarantor exercises its right of setoff, in respect of the Guaranteed Obligations and such payment or the proceeds of such setoff or any part thereof is so applied pursuant to any settlement entered into by Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with the Default under the Agreement, if such setoff has been made or such setoff had not occurred and whether or not Administrative Agent (for the benefit of Credit Parties) is in possession of or has control of the assets of the Borrower. The obligations of each Guarantor under this *paragraph* shall survive termination of this Guaranty.

8. **Subordination.** Each Guarantor hereby subordinates the payment of all obligations and indebtedness of Borrower owing to such Guarantor to such Guarantor as subrogee of any Credit Party or resulting from such Guarantor's performance under this Guaranty, to the extent of the Default under the Agreement, any such obligation or indebtedness of Borrower to any Guarantor shall be enforced and performance receiver of the proceeds thereof shall be paid over to Administrative Agent (for the benefit of Credit Parties) on account of the Guaranteed Obligations, but with the understanding that the Guarantor shall not be required to pay such obligations or indebtedness if the Borrower is not in default under the Agreement.

9. **Stay of Acceleration.** In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed, in connection with the Default under the Agreement, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by Administrative Agent.

10. **Expenses.** Each Guarantor shall pay on demand all out-of-pocket expenses (including reasonable attorneys' fees and expenses) in any connection with the enforcement of this Guaranty.

Agent's or any other Credit Party's rights under this Guaranty or in respect of the Guaranteed Obligations, including any incurred during the Default under the Agreement, preservation, protection or enforcement of any rights of Credit Parties in any proceeding under any Debtor Relief Laws. The obligations of each Guarantor shall survive the termination and expiration of this Guaranty.

11. **Miscellaneous.** Administrative Agent's books and records showing the amount of the Guaranteed Obligations shall be admissible in evidence in any legal proceeding, notwithstanding the absence of manifest error, for the purpose of establishing the amount of the Guaranteed Obligations. No provision of this Guaranty may be waived or modified orally or in writing by any Guarantor (with approval of the Required Lenders or all Lenders to the extent required under the Agreement) and each Guarantor. No failure by Administrative Agent to exercise any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise of any such right, remedy or power. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity. The unenforceability or invalidity of any provision of this Guaranty shall not affect the enforceability or validity of any other provision of this Guaranty. If any provision of this Guaranty is held to be unenforceable or invalid, this Guaranty is not intended to supersede or otherwise affect any other guaranty in writing entered into by the Guarantors and Administrative Agent.

12. **Condition of Borrower.** Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means to monitor, the financial condition, business and operations of Borrower and any such other guarantor as such Guarantor requires, and that Credit Parties have no duty to provide any information relating to the business, operations or financial condition of Borrower or any other guarantor (the guarantor waiving any duty or obligation to provide the same).

13. **Setoff.** If an Event of Default has occurred and is continuing and if and to the extent any payment is not made when due hereunder, the amount so due against any or all of each Guarantor's accounts or deposits with such Credit Party or their respective Affiliates.
14. **Representations and Warranties.** Each Guarantor represents and warrants that (a) it is organized and resident in the United States organization and has full capacity and right to make and perform this Guaranty, and all necessary authority has been obtained; (c) this Guaranty making, existence, and performance of this Guaranty does not and will not violate the provisions of any applicable law, regulation or order, and any material agreement, instrument, or document to which it is a party or by which it or any of its property may be bound or affected; and (d) governmental authority required under applicable law and regulations for the making and performance of this Guaranty have been obtained or not.
15. **GOVERNING LAW; Assignment; Jurisdiction; Notices.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. (a) bind each Guarantor and its successors and assigns, provided that such Guarantor may not assign its rights or obligations under this Guaranty.

written consent of Administrative Agent (and any attempted assignment without such consent shall be void), and (b) inure to the benefit of the Guarantors. (i) irrevocably (i) submits to the non-exclusive jurisdiction of any United States Federal or State court sitting in the State of New York, City of New York, for the resolution of any dispute arising out of or relating to this Guaranty, and (ii) waives its right to a jury trial. Service of process by any Credit Party on any Guarantor by registered or certified mail at its address specified below or such other address as from time to time notified by such Guarantor. The Guarantors shall disclose to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations of all or part of the Credit Party under this Guaranty and any security for this Guaranty. All notices and other communications to each Guarantor under this Guaranty shall be sent by registered mail or sent by telecopier to such Guarantor at its address set forth below or at such other address in the United States as may be designated by Administrative Agent may designate for such purpose from time to time in a written notice to such Guarantor.

16. **WAIVER OF JURY TRIAL; FINAL AGREEMENT.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH GUARANTOR AND CREDIT PARTY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION, CLAIM, SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED OBLIGATIONS OF THE CREDIT PARTY. THIS WAIVER MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE GUARANTORS AND CREDIT PARTY.

[Signature Pages Follow.]

Executed as of the date first written above.

GUARANTORS:

[NAME OF THE GUARANTOR]

By: _____
Name: _____
Title: _____

Address: _____

SECTION 2. Pledge. Each Pledgor hereby pledges to Administrative Agent, for the benefit of Administrative Agent and the other Credit Parties, a security interest in, the collateral described in **subsections (a) through (e)** below (collectively, the **"Pledged Collateral"**):

(a) (i) All of the capital stock, now or at any time or times hereafter, owned directly by such Pledgor, in the Pledged Subs attached hereto or on any **Schedule I** attached to any applicable Pledge Supplement or Pledge Amendment), the certificates representi shares of the stock of such Pledged Subsidiaries now or hereafter held in the name of such Pledgor (all of said capital stock, options a exercise of such options or warrants or other rights being hereinafter collectively referred to as the **"Pledged Stock"**), herewith, or f **Exhibit C** attached hereto and made a part hereof (the **"Powers"**) duly executed in blank, and all distributions, dividends, cash, inst receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Stock;

(ii) All additional shares of capital stock of the Pledged Subsidiaries described in **Section 2(a)(i)** above from time to Administrative Agent accompanied by Powers duly executed in blank, representing such additional shares (any such additional share unilaterally amend **Schedule I** hereto or any **Schedule I** to any applicable Pledge Supplement or Pledge Amendment to reflect such a property, general intangibles and other rights and options from time to time

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received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares;

(b) (i) All of the membership interests, now or at any time or times hereafter, owned directly by such Pledgor, in the Pled representing such membership interests in the Pledged Subsidiaries (such membership interests being identified on **Schedule I** a Amendment), all of the right, title and interest of such Pledgor in, to and under its respective percentage interest, shares or units as a r income, gains, deductions, credits or similar items of such Pledged Subsidiaries, all of such Pledgor's rights, if any, to participate in t Pledgor as owner or holder of its membership interests in such Pledged Subsidiaries, including, but not limited to, all contract rights re Pledgor as owner or holder of its membership interests in such Pledged Subsidiaries, including, without limitation, all contract rights rela assets, and all options and warrants or other rights for the purchase of membership interests, whether now existing or hereafter aris agreements or any of the other organizational documents (such documents hereinafter collectively referred to as the **"Operating Agre proceeds thereof (all of said membership interests, certificates, and warrants being hereinafter collectively referred to as the "Pledged I** or accompanied by appropriate instruments of transfer duly executed in blank, and all distributions, dividends, cash, instruments, invi otherwise distributed in respect of, or in exchange for, any or all of the Pledged Membership Interests;

(ii) Any additional membership interests in the Pledged Subsidiaries described in **Section 2(b)(i)** above from time to delivered to Administrative Agent indorsed in blank or accompanied by appropriate instruments of transfer duly executed in blank, repre options or warrants of membership interests in Pledged Subsidiaries (any such additional interests shall constitute part of the Pledge **Schedule I** hereto or any **Schedule I** to any applicable Pledge Supplement or Pledge Amendment from time to time to reflect such add property, general intangibles and other rights and options from time to time received, receivable or otherwise distributed in respect of o Administrative Agent a certificate duly executed by the Pledgor describing such percentage interests, certificates, units, options or warra

(c) (i) All of the partnership interests, now or at any time or times hereafter, owned directly by such Pledgor, in and to the P identified on **Schedule I** attached hereto or on **Schedule I** to any applicable Pledge Supplement or Pledge Amendment), the property (a any, to participate in the management of such Pledged Subsidiaries, all rights, privileges, authority and

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powers of such Pledgor as owner or holder of its partnership interests in such Pledged Subsidiaries, including, but not limited to, all i interests of such Pledgor as owner or holder of its partnership interests in such Pledged Subsidiaries, including, without limitation, e purchase of any partnership interests in such Pledged Subsidiaries, all documents and certificates representing or evidencing such Pl

the profits and losses of such Pledged Subsidiaries and such Pledgor's right as a partner of such Pledged Subsidiaries to receive distributions of such Pledgor's right, title and interest to receive payments of principal and interest on any loans and/or other extensions of credit made by such Pledged Subsidiaries, investment property, general intangibles and other property from time to time received, receivable or otherwise distributed by such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries' agreements of such Pledged Subsidiaries (as the same may be amended, modified or restated from time to time, the "**Partnership Agreements**") to any of the foregoing (all of the foregoing being referred to collectively as the "**Pledged Partnership Interests**");

(ii) Any additional partnership interests in the Pledged Subsidiaries described in **Section 2(c)(i)** above from time to time shall be deemed to be Pledged Partnership Interests, and Administrative Agent is irrevocably authorized to unilaterally amend **Schedule I** hereto or any **Schedule I** (including additional interests), and all options, warrants, distributions, dividends, cash, instruments, investment property, general intangibles and other property in or in exchange for any or all of such interests, and such Pledgor shall promptly thereafter deliver to Administrative Agent a certificate certifying that the same have been duly pledged hereunder;

(d) The property and interests in property described in **Section 4** below; and

(e) All proceeds of the collateral described in **subsections (a) through (d)** above.

SECTION 3. Security for Obligations; Delivery of Pledged Collateral. The Pledged Collateral secures the prompt payment, performance and satisfaction of the obligations of the Pledgors hereunder, and hereafter becomes evidenced by certificates or instruments, all such certificates and instruments shall, subject to the Intercreditor Agreement hereto and thereto, together with appropriate signed Powers and other endorsements in form and substance reasonably acceptable to Administrative Agent, be delivered to and held by Administrative Agent.

SECTION 4. Pledged Collateral Adjustments. If, during the term of this Pledge Agreement:

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(a) Any stock dividend, reclassification, readjustment or other change is declared or made in the organizational type of any Pledged Subsidiary, or

(b) Any subscription warrants or any other rights or options shall be issued in connection with the Pledged Collateral,

then all new, substituted and additional membership or partnership interests, certificates, shares, warrants, rights, options, investment property and other assets of any Pledged Subsidiary shall be deemed to be Pledged Collateral, and all such new, substituted and additional interests, certificates, shares, warrants, rights, options, investment property and other assets shall be immediately delivered to and held by Administrative Agent under the terms of this Pledge Agreement and **Section 4** shall be deemed to permit any distribution or stock dividend, issuance of additional membership or partnership interests or stock, or any Pledged Subsidiary which is not expressly permitted by the Loan Documents.

SECTION 5. Subsequent Changes Affecting Pledged Collateral. Each Pledgor represents and warrants that it has made its own investigation and is satisfied that the Pledged Collateral (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, cash distributions or other distributions, receivables, and other assets) is duly owned by the Pledgors, and neither Administrative Agent nor any of the Credit Parties shall have any obligation to inform the Pledgors of any such changes or potential changes. Notwithstanding the provisions of the Intercreditor Agreement and applicable law, Administrative Agent may, after the occurrence and during the continuance of an Event of Default, exchange certificates or instruments representing the Pledged Collateral into its or its nominee's name with or without any indication that such Pledged Collateral is subject to the security interest hereunder. In addition, Administrative Agent may, after the occurrence and during the continuance of an Event of Default, exchange certificates or instruments representing the Pledged Collateral for certificates or instruments of smaller or larger denominations.

SECTION 6. Representations and Warranties. Each Pledgor represents and warrants as follows:

(a) Each Pledgor is the sole legal and beneficial owner of the percentage of the issued and outstanding common stock, or other equity, of such Pledged Subsidiary on **Schedule I** hereto;

(b) As of the date hereof, all of the Pledged Collateral is uncertificated, or, if certificated, **Schedule I** sets forth a complete list of the certificates representing the Pledged Collateral, and Administrative Agent;

(c) Each Pledgor (i) is a corporation, limited liability company or other entity, duly organized or formed, validly existing under the laws of its jurisdiction of organization, as set forth on **Schedule II** hereto, (ii) is duly organized and validly existing solely under the laws of its jurisdiction of organization, as set forth on **Schedule II** hereto, and is duly qualified and is in good standing as a domestic or foreign corporation, partnership or other legal entity, and the nature of its business requires such qualification or authorization and where the

failure to be so qualified or authorized would reasonably be expected to have, in each instance, a Material Adverse Effect, (iv) has its p set forth on **Schedule II** hereto, (v) has the right, power and authority and has taken all necessary corporate, limited liability company o in accordance with its terms and to consummate the transactions contemplated hereby and (vi) has ensured that the grant of a securit the jurisdiction of organization of each applicable Pledged Subsidiary. Neither any Pledgor nor any Subsidiary thereof is an Affected Fin

(d) The exact legal name of each Pledgor as it appears in the Pledgors' organizational documents, as amended, as filed Pledgors has conducted business during the last five years under any name other than its exact legal name as set forth on **Schedule II**

(e) No financing statement naming any Pledgor as debtor and describing or purporting to cover all or any portion of the Ple for financing statements naming Administrative Agent on behalf of the Credit Parties as secured party and financing statements filed v Agreement and used herein as therein defined);

(f) There are no restrictions upon (i) the pledge or transfer of any of the Pledged Collateral, or (ii) the voting rights associ any other Pari Passu Security Document (as defined in the Intercreditor Agreement and used herein as therein defined);

(g) Each Pledgor has the right to pledge and grant a security interest in such Pledged Collateral;

(h) Each Pledgor owns the Pledged Collateral free and clear of any pledge, mortgage, hypothecation, lien, charge, encum security interest granted to Administrative Agent hereunder and the pledge and security interests that secure Pari Passu Obligations;

(i) The pledge of the Pledged Collateral does not violate (i) the articles or certificates of incorporation, by-laws, operatin applicable, of the Pledged Subsidiaries, or any Contractual Obligation to which any Pledgor or any of the Pledged Subsidiaries is a pa such transfer or encumbrance of such Pledged Collateral;

(j) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regula Agreement or for the execution, delivery or performance of this Pledge Agreement by the Pledgors (except for the filing of financing s Agent of the voting or other rights provided for in this Pledge Agreement or the remedies in respect of the Pledged Collateral pursuant affecting the offering and sale of securities generally);

(k) Upon delivery of each of the certificates representing the Pledged Collateral, or, as applicable, the filing of financing st the Pledged Collateral pursuant to this Pledge Agreement will create a valid and perfected security interest in the Pledged Collateral, ii securing the payment and performance of the Obligations;

(l) Except as otherwise required with respect to Liens granted to secure Pari Passu Obligations, no Pledgor has (i) regis any of the Pledged Subsidiaries in which any such Pledged Subsidiary agrees to act on the instructions of any other Person with (iv) otherwise granted "control" (as such term is used in Section 8-106 of the UCC and used herein as therein defined) of the Pledged C

(m) The Powers are duly executed and give Administrative Agent the authority they purport to confer.

SECTION 7. Covenants. Subject in all respects to the provisions of the Intercreditor Agreement:

(a) Except to the extent permitted by the terms of the Loan Documents, each Pledgor agrees that it will (i) not change transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets, (ii) maintain its due organization and (iv) not change place of business or chief executive office (if it has more than one place of business), *unless* such Pledgor shall occurrence (or such shorter period of time as Administrative Agent shall in its discretion agree) and Administrative Agent shall have t cooperation of the Pledgors to the extent necessary or advisable) as are necessary to properly maintain the validity and perfection of Ac

(b) Except as otherwise required with respect to Liens granted to secure Pari Passu Obligations, no Pledgor will (i) register any agreement between any Pledged Subsidiary and any Person other than Administrative Agent in which such Pledged Subsidiary (iii) deliver the Pledged Collateral or any related Power or endorsement to any Person other than Administrative Agent or (iv) otherwise Person other than Administrative Agent ;

(c) Each Pledgor will, at its expense, promptly execute, authorize, acknowledge and deliver all such instruments, certificates time may reasonably request in order to ensure to Administrative Agent the benefits of the security interest in and to the Pledged authorization and filing of any necessary UCC financing statements, (ii) the delivery to Administrative Agent of any certificates that may necessary Powers or other endorsements, and (iv) taking such action as required

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in the jurisdiction of organization of the applicable Pledged Subsidiary in order to ensure the enforceability and recognition of such security interest, at such Pledgor's expense, in obtaining all necessary approvals and consents, and making all necessary filings under federal, state, local laws, and the continuance of any Event of Default, any sale or transfer of the Pledged Collateral;

(d) Each Pledgor has and will defend the title to the Pledged Collateral and the security interests of Administrative Agent's security interests, except for Permitted Liens;

(e) Each Pledgor will, upon obtaining ownership of any additional Subsidiaries or certificates or instruments representing fractional interests in time as Administrative Agent shall in its discretion agree) deliver to Administrative Agent a Pledge Amendment, duly executed by such Pledgor, in such additional Pledged Collateral, pursuant to which the Pledgor shall confirm its grant of a security interest in such additional Pledged Collateral, effective as of the date hereof, regardless of whether such Pledge Amendment is ever executed pursuant to this paragraph. Each Pledgor agrees to and to unilaterally amend **Schedule I** hereto pursuant to the terms of **Section 2** hereof, and agrees that all Pledged Collateral under the Intercreditor Agreement and used herein as therein defined), or amended **Schedule I**, shall for all purposes hereunder be considered Pledged Collateral. Administrative Agent to prepare or execute any such Pledge Amendment shall not prevent the creation or attachment of Administrative Agent's lien in the Pledged Collateral deemed to, occur pursuant to **Section 2** hereof);

(f) Each Pledgor hereby irrevocably authorizes Administrative Agent at any time and from time to time to file in any filing jurisdiction the security interest granted hereby, any financing statements or amendments thereto that (i) describe the Pledged Collateral and (ii) state the acceptance of any financing statement or amendment. Each Pledgor also ratifies its authorization for Administrative Agent to have filed such financing statements or amendments.

(g) Each Pledgor will (i) deliver to Administrative Agent immediately upon execution of this Pledge Agreement, the original certificates or other instruments constituting its equity interests constituting Pledged Collateral or make an election under Article 8 of the UCC to treat its equity interest as Pledged Collateral, delivered to Administrative Agent, together with an endorsement in blank;

(h) Each Pledgor will permit Administrative Agent from time to time to cause the appropriate issuers (and, if held with a custodian, the custodian) to mark their books and records with the numbers and

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such uncertificated securities or other types of investment property not represented by certificates and all rollovers and replacements thereof. Each Pledgor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Pledged Collateral and (ii) the custodian to have and retain control (for purposes of the UCC) over such securities or other investment property. Without limiting the foregoing, each securities intermediary, cause such securities intermediary to enter into a control agreement with Administrative Agent in form and substance satisfactory to Administrative Agent.

(a) Administrative Agent shall have, in addition to any other rights given under this Pledge Agreement or by law, all of the occurrence and during the continuance of an Event of Default and subject to any notice requirements expressly set forth herein transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exercise all voting distributions made thereon, and to otherwise act with respect to the Pledged Collateral as though Administrative Agent were the outright owner and, in the case of a partnership, a partner thereof, each Pledgor hereby irrevocably constituting and appointing Administrative Agent, however, that Administrative Agent shall have no duty to exercise any such right or to preserve the same and shall not be liable for the continuance of an Event of Default and subject to any notice requirements expressly set forth herein, Administrative Agent shall have no such requirements. With respect to the Pledged Collateral or any part thereof which shall then be in or shall thereafter come into the possession or ability to transfer under applicable law, Administrative Agent may, in its sole discretion, without notice except as specified below, after the occurrence of an Event of Default, at any exchange, broker's board or at public or private sale, in one or more sales or lots, at such price as Administrative Agent may determine, the purchaser of any or all of the Pledged Collateral so sold shall thereafter own the same, absolutely free from any claim, encumbrance or other interest, and Administrative Agent may, in its sole discretion, on behalf of the Pledgor, or in the name of a designee or nominee, buy the Pledged Collateral at any public sale and, if permitted by applicable law, buy the Pledged Collateral at any private sale, and Administrative Agent shall be reimbursed by the Pledgor for Administrative Agent all reasonable expenses (including the fees, charges and disbursements of any counsel for Administrative Agent, and the reasonable expenses of Administrative Agent) incurred by Administrative Agent in connection with the sale of the Pledged Collateral, all in accordance with Section 10.04 of the Credit Agreement. Administrative Agent agrees to distribute any proceeds of the sale of the Pledged Collateral to the Pledgor following the sale of the Pledged Collateral.

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before the time of the sale or disposition. Any other requirement of notice, demand or advertisement for sale is waived, to the extent per

(c) In view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale of the securities of the Issuer may be made, the occurrence and during the continuation of an Event of Default, Administrative Agent may, from time to time, attempt to sell all or any portion of the securities of the Issuer to prospective purchasers to those who are qualified and will represent and agree that they are purchasing for investment only and not for resale, and will not offer or sell any part of it, from a limited number of investors deemed by Administrative Agent, in its reasonable judgment, to be financially able to acquire the securities, and acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public offering of the securities of the Issuer to have been made in a commercially reasonable manner. Administrative Agent shall be under no obligation to delay a sale of any of the securities of the Issuer for the purpose of effecting a public sale of securities for public sale under federal or state securities laws, even if such issuer would agree to do so.

(d) All proceeds of the sale of the Pledged Collateral received by Administrative Agent hereunder shall be applied by Administrative Agent in accordance with this Pledge Agreement and the Credit Agreement.

SECTION 11. Administrative Agent Appointed Attorney in Fact. Each Pledgor hereby appoints Administrative Agent its attorney, Intercreditor Agreement and this Pledge Agreement, in the name of such Pledgor or otherwise, from time to time in Administrative Agent's sole action and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Pledge Agreement and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Pledge Agreement payable to such Pledgor representing any dividend, distribution, interest payment or other distribution in respect of the Pledged Collateral or a part of the Pledged Collateral on the books of the Pledged Subsidiaries to the name of Administrative Agent or Administrative Agent's nominee.

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(a) Each Pledgor waives presentment and demand for payment of any of the Obligations, protest and notice of dishonor, and shall not otherwise be entitled except as otherwise expressly provided herein or in the applicable Loan Document.

(b) Each Pledgor understands and agrees that its obligations and liabilities under this Pledge Agreement shall remain in full force and effect notwithstanding any Obligations by trustee sale or any other reason impairing the right of any Pledgor, Administrative Agent or any of the Credit Parties to the guarantor's property. Each Pledgor agrees that all of its obligations under this Pledge Agreement shall remain in full force and effect with

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rights against any Pledged Subsidiary may be impaired, destroyed or otherwise affected by reason of any action or inaction on the part of the guarantor.

(c) Each Pledgor hereby expressly waives the benefits of any law in any jurisdiction purporting to allow a guarantor or pledgor to disavow the date of the guaranty or pledge.

SECTION 13. Term. This Pledge Agreement shall remain in full force and effect with respect to each Pledgor until the earliest of (a) the expiration or termination of all Letters of Credit (other than Letters of Credit that have been made), (b) solely with respect to such Pledgor (but not any other Pledgor) and the Pledged Collateral of such Pledgor, in accordance with the terms of the Credit Agreement, at which point this Pledge Agreement shall (solely with respect to such Pledgor, in the provisions of this Pledge Agreement that expressly survive the termination hereof), or (c) as otherwise specified in Section 9.10 of the Credit Agreement. Administrative Agent agrees to execute and deliver such documents as are reasonably requested in accordance with the terms of the Credit Agreement at or such Pledgor's sole cost and expense.

SECTION 14. Successors and Assigns. This Pledge Agreement shall be binding upon and inure to the benefit of each Pledgor, its successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of the collateral.

SECTION 15. GOVERNING LAW. THIS PLEDGE AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, TO THE EXTENT SUCH OTHER LOAN DOCUMENT MAY BE GOVERNED BY ITS OWN TERMS) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 16. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION; VENUE; SERVICE OF PROCESS.

(A) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, LITIGATION OR PROCEEDING, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS PLEDGE AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EMPLOYED OR ASSISTED SUCH PARTY IN LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE READ, UNDERSTAND AND AGREE TO THE TERMS, CONDITIONS AND EFFECTS OF THE FOREGOING WAIVER AND CERTIFICATIONS IN THIS SECTION.

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(B) BORROWER AND EACH OTHER PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION, LITIGATION OR PROCEEDING, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE DECIDED BY THE COURT IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT THE DECISION OF SUCH COURT SHALL BE FINAL AND CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW. ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE DECIDED BY THE COURT IN SUCH FEDERAL COURT.

(C) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR IN THIS PLEDGE AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(D) THE PROVISIONS OF THIS SECTION HAVE BEEN CONSIDERED BY EACH OF THE PLEDGORS AND ADMINISTRATIVE AGENT, AND THE LEGAL CONSEQUENCES THEREOF, AND SHALL SURVIVE THE PAYMENT OF ALL AMOUNTS PAYABLE HEREUNDER OR UNDER ANY OTHER INSTRUMENT.

SECTION 17. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Pledge Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party.

SECTION 18. Severability. Whenever possible, each provision of this Pledge Agreement shall be interpreted in such manner as to be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not affect the remaining provisions of this Agreement.

SECTION 19. Further Assurances. Each Pledgor agrees that it will cooperate with Administrative Agent and will execute and deliver all documents, and will take all such other actions, including, without limitation, the execution and filing of financing statements (and each Pledgor

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Administrative Agent to file any such financing statements), as Administrative Agent may reasonably deem necessary from time to time in order to perfect its security interest.

SECTION 20. Administrative Agent's Duty of Care. Administrative Agent shall not be liable for any acts, omissions, errors or judgments with respect to the Pledged Collateral, except for those arising out of or in connection with Administrative Agent's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Administrative Agent shall be under no obligation to take any steps necessary to preserve rights or interests incurred in connection therewith shall be for the sole account of the Pledgors, and shall constitute part of the Obligations secured hereby.

SECTION 21. Notices. All notices and other communications provided for hereunder shall be delivered in the manner set forth in the Agreement.

SECTION 22. Amendments, Waivers and Consents. This Pledge Agreement may not be amended except in a writing signed by the parties to the Agreement.

SECTION 23. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 24. Execution in Counterparts; Electronic Execution. This Pledge Agreement may be executed in counterparts (and by electronic means) of which when taken together shall constitute a single contract. Delivery of an executed counterpart signature page of this Pledge Agreement to the Administrative Agent shall constitute delivery of a manually executed counterpart of this Pledge Agreement.

SECTION 25. ENTIRE AGREEMENT. THIS PLEDGE AGREEMENT AND THE OTHER LOAN DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, THE CREDIT AGREEMENT, THE FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONSIDERED AS A SUMMARY OF THE AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

SECTION 26. Additional Pledgors. Pursuant to the Credit Agreement, Borrower may be required to, and/or to cause certain Subsequent Pledgor at such time, a Pledge Supplement in the form of **Exhibit A** hereto and (b) in the case of Borrower or a Subsidiary that is a Pledgor or a Subsidiary, the documentation required pursuant to the Credit Agreement as Administrative Agent may reasonably request, in order to create a perfected security interest. The instrument shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect.

SECTION 27. Irrevocable Agreements. Each Pledgor irrevocably agrees that notwithstanding anything to the contrary contained in any other agreement, this Pledge Agreement shall survive the termination or expiration of any other agreement.

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any Pledged Partnership Interests pledged by it hereunder or in the applicable Operating Agreement with respect to any Pledged Membership interest (or any part thereof) in such partnership and/or limited liability company pursuant to any Loan Document executed by such Pledgor to Administrative Agent and/or the Credit Parties shall be entitled to exercise any and all of their rights and remedies against such Pledged Partner without limitation, any rights to foreclose upon or otherwise effectuate an assignment of such Pledged Partnership Interests and/or Pledged Membership Interests to Administrative Agent and/or the Credit Parties (and/or any Affiliate of Administrative Agent and/or the Credit Parties) shall be deemed to be admitted as a partner (including as the general partner) of such partnership or as a member (including as the managing member) of such limited liability company. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Section 27, the terms of the Intercreditor Agreement shall prevail. Notwithstanding anything herein to the contrary, the liens and security interests granted pursuant to this Pledge Agreement shall remain in full force and effect in accordance with its terms.

SECTION 28. Intercreditor Agreement Governs.

(a) Notwithstanding anything herein to the contrary, the liens and security interests granted pursuant to this Pledge Agreement shall remain in full force and effect in accordance with its terms.

(b) In accordance with the terms of the Intercreditor Agreement, any Pledged Collateral delivered to Administrative Agent shall be held by such Person as gratuitous bailee for the Pari Passu Secured Parties (as defined in the Intercreditor Agreement).

(c) Except as expressly stated herein, nothing contained in the Intercreditor Agreement shall be deemed to modify or alter the terms of the Intercreditor Agreement. The Intercreditor Agreement shall remain in full force and effect in accordance with its terms.

SECTION 29. Delivery of Collateral. To the extent any Pledgor is required hereunder to deliver Common Collateral (as defined in the Intercreditor Agreement), in the event such Person is not Administrative Agent, the delivery of such Common Collateral to the Authorized Collateral Agent (as defined in the Intercreditor Agreement), in the event such Person is not Administrative Agent, shall be deemed satisfied by the delivery to such Authorized Collateral Agent, acting as a gratuitous bailee for the Secured Parties, of the Common Collateral.

Common Collateral to the Authorized Collateral Agent (as defined in the Intercreditor Agreement), in the event such Person is not Administrative Agent, shall be deemed satisfied by the delivery to such Authorized Collateral Agent, acting as a gratuitous bailee for the Secured Parties, of the Common Collateral.

[The remainder of this page is intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Pledgors and Administrative Agent have executed this Pledge Agreement as of the date set forth below.

PLEDGORS:
[INSERT NAME OF PLEDGORS]

By: _____
Name: _____
Title: _____

Address for Notices for all Pledgors: _____

Address: _____

Attention: _____
Telecopier: () - _____

Signature Page to
Pledge Agreement

AGREED AND ACKNOWLEDGED

PLEDGED SUBSIDIARIES
[INSERT NAME OF ISSUING ENTITY]

By: _____
Name: _____
Title: _____

Signature Page to
Pledge Agreement

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name: _____
Title: _____

Signature Page to
Pledge Agreement

SCHEDULE I
to
PLEDGE AGREEMENT
PLEDGED SUBSIDIARIES

Pledged Stock

Pledgor	Record Holder	Pledged Subsidiary	Cert. No.

Pledged Membership Interests

Pledgor	Pledged Subsidiary

Pledged Partnership Interests

Pledgor	Pledged Subsidiary

SCHEDULE II

to

PLEDGE AGREEMENT

TYPES OF ENTITY, JURISDICTION OF

ORGANIZATION, CHIEF EXECUTIVE OFFICE LOC

Pledgor	Type of Entity	Jurisdiction of Organization

PRIOR NAMES OF PLEDGORS

DURING LAST FIVE YEARS

Pledgor	Prior Name

EXHIBIT A
to
PLEDGE AGREEMENT
FORM OF PLEDGE SUPPLEMENT

SUPPLEMENT NO. _____ dated as of _____, 20____ (this "**Supplement**") to the PLEDGE AGREEMENT dated as of _____ to time, the "**Pledge Agreement**"), among certain Subsidiaries of Borrower from time to time signatory thereto (each as a "**Pledgor**", and collectively the Credit Parties (in such capacity, the "**Administrative Agent**").

Reference is made to the Credit Agreement dated as of January 10, 2022 (as amended, restated, supplemented or otherwise modified) by and among PROPERTIES CORP., a Maryland corporation ("**Borrower**"), each lender from time to time party thereto (collectively, the "**Lenders**"), Administrative Agent and the Credit Parties.

Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Pledge Agreement.

The undersigned Subsidiary of Borrower (the "**New Pledgor**") is executing this Supplement in accordance with the requirements of the Pledge Agreement in consideration for Loans previously made to, or issued for the account of, Borrower.

Accordingly, Administrative Agent and the New Pledgor agree as follows:

SECTION 1. In accordance with Section 26 of the Pledge Agreement, the New Pledgor by its signature below becomes a Pledgor and the New Pledgor hereby agrees (a) to all the terms and provisions of the Pledge Agreement applicable to it as a Pledgor thereunder and (b) that the representations and warranties made by it in the Pledge Agreement are true and correct on and as of the date hereof except for representations and warranties which by their express terms refer to performance in full of the Secured Obligations, does hereby create and grant to Administrative Agent, its successors and assigns, a security interest in all of the assets of the New Pledgor (as defined in the Pledge Agreement) of the New Pledgor. Each reference to a "Pledgor" or the "Pledgors" in the Pledge Agreement shall be deemed to include the New Pledgor.

SECTION 2. The New Pledgor represents and warrants to Administrative Agent that this Supplement has been duly authorized and executed by the New Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting Credit Parties.

SECTION 3. This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which when taken together shall constitute the whole agreement between the parties hereto.

The Supplement that, when taken together, bear the signatures of the New Pledgor and Administrative Agent. Delivery of an executed signature page by the New Pledgor to Administrative Agent shall constitute delivery of this Supplement to Administrative Agent.

SECTION 4. The New Pledgor hereby represents and warrants that set forth on **Schedule I** attached hereto is a true and correct copy of the information required to be set forth on Schedule I.

SECTION 5. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 6. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, the provision or provisions shall nevertheless be given effect to the maximum extent permitted by law.

SECTION 7.All communications and notices hereunder shall be in writing and given as provided in the Pledge Agreement. All forth under its signature below.

SECTION 8.The New Pledgor agrees to reimburse Administrative Agent for its reasonable out-of-pocket expenses in conn counsel for Administrative Agent in accordance with Section 10.04 of the Credit Agreement.

IN WITNESS WHEREOF, the New Pledgor and Administrative Agent have duly executed this Supplement as of the day and ye

[NEW PLEDGOR]

By: _____

Name:

Title:

Address:

Attention:

Telecopier:

BANK OF AMERICA, I
as Administrative Ager

By: _____

Name:

Title:

Pledged Stock

Pledgor

Record Holder

Pledged
Subsidiary

Certificate
Number

Pledged Membership Interests

Pledgor

Pledged Subsidiary

Pledged Partnership Interests

Pledgor

Pledged Subsidiary

EXHIBIT B

to

PLEDGE AGREEMENT

FORM OF PLEDGE AMENDMENT

Reference is hereby made to the Pledge Agreement (as the same may be amended, restated, supplemented or otherwise (the "**Pledgor**"), certain other Subsidiaries of Borrower from time to time signatory thereto and Bank of America, N.A., as **Agent**"), whereby the Pledgor has pledged certain capital stock, membership interests and partnership interests, as applicable, of certain S Parties, as more fully described in the Pledge Agreement. This Amendment is a "Pledge Amendment" as defined in the Pledge Agreement and respects to the terms and provisions of the Pledge Agreement. Capitalized terms used herein and not defined herein shall have the meanings g

By its execution below, the Pledgor hereby agrees that (i) the [capital stock of the corporation(s)] [membership interests of the] shall be pledged to Administrative Agent as additional collateral pursuant to *Section 2[(a)(b)(c)](ii)* of the Pledge Agreement, (ii) such property st under the Pledge Agreement and be a part of the Pledged Collateral pursuant to *Section 2* of the Pledge Agreement, and (iii) each such [corp Pledged Subsidiary for purposes of the Pledge Agreement.

By its execution below, the Pledgor represents and warrants that it has full power and authority to execute this Pledge Amendi are true and correct in all respects as of the date hereof and after taking into account the pledge of the additional [Pledged Stock] [Pledged I amended and modified hereby, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Pledgor has executed and delivered this Pledge Amendment as of this ____ day of ____

[PLEDGOR]

By: _____

Name:

Title:

Schedule I

to

Pledge Amendment

Pledged Stock

<u>Pledgor</u>	<u>Record Holder</u>	<u>Pledged Subsidiary</u>	<u>Certificate Number</u>

Pledged Membership Interests

<u>Pledgor</u>	<u>Pledged Subsidiary</u>

Pledged Partnership Interests

<u>Pledgor</u>	<u>Pledged Subsidiary</u>

ACKNOWLEDGMENT

TO

PLEDGE AMENDMENT

The undersigned hereby acknowledges receipt of a copy of the foregoing Pledge Amendment, agrees promptly upon the request of the undersigned to execute any further documents necessary to carry out the terms of the Pledge Agreement, agrees that after the occurrence and during the continuance of an Event of Default it will comply with instructions originated by the undersigned, and agrees to provide to the undersigned, at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Collateral in the name of the undersigned or its nominee.

[NAME(S) OF ADDITIONAL SIGNATORY]

By: _____
Name: _____
Title: _____

EXHIBIT C

to

PLEDGE AGREEMENT

FORM OF STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to _____ represented by Certificate No. _____ (the "**Stock**"), standing in the name of the undersigned on the books of said corporation and does hereby irrevocably and lawfully assign, for it and in its name and stead, to sell, assign and transfer all or any of the Stock, and for that purpose to make and execute all such documents and do all such acts and things as may be necessary or advisable to carry out the foregoing, with like full power, hereby ratifying and confirming all that said attorney or substitute or substitutes shall lawfully do by virtue hereof.

Dated: _____

[PLEDGOR]

By: _____

Name: _____

Title: _____

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "*Second Amendment*") is made by and between _____ PROPERTIES CORP. (the "*Borrower*"), each Lender that is a signatory hereto, and BANK OF MONTREAL ("*Bank of Montreal*"), in its capacity as the Administrative Agent, all of whom are parties to the Credit Agreement (hereinafter defined) from time to time. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, the Borrower, the Administrative Agent and certain Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of February 10, 2023 (as so amended, the "*Original A&R Credit Agreement*") pursuant to which the Borrower has borrowed the Loan under the terms set forth therein.

WHEREAS, the Borrower has requested, and the Administrative Agent and the Lenders have agreed, to amend certain of the terms of the Credit Agreement, the amendments to the Credit Agreement amended by this Second Amendment is referred to herein as the "*Credit Agreement*."

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have agreed to the amendments set forth herein.

SECTION 1. AMENDMENTS.

- 1.1. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement (but excluding the portions of the Credit Agreement that have been expressly amended pursuant to this Amendment) shall be and hereby is amended to delete the stricken text (indicated by a double line through the text) (indicated textually in the same manner as the following example: underlined text) as set forth in the pages of the Credit Agreement that are hereby deleted in their entirety and replaced with Schedules 2.01, 5.13, 5.21 and 10.02 attached as Annex II hereto. A new Exhibit J is hereby added to the Credit Agreement, the entirety of which is hereby deleted and replaced with Exhibit E, Exhibit G and Exhibit H attached as Annex III hereto.

- 1.2. Each of the Lenders and Administrative Agent (a) waives the requirement under Section 2.04 of prior notice with respect to the expenses under Section 3.05 of the Credit Agreement with respect to the occurrence of the transactions contemplated by this

SECTION 2. NO WAIVER.

Nothing contained herein shall be deemed to (i) constitute a waiver of any Default or Event of Default that may heretofore or hereafter modify any provision of the Original A&R Credit Agreement, or (ii) give rise to any defenses or counterclaims to Administrative Agent's or any respective rights and remedies under the Credit Agreement and the other Loan Documents.

SECTION 3. CONDITIONS TO EFFECTIVENESS.

This Second Amendment shall become effective as of the date (the "Effective Date") when each of the following conditions is met:

- (a) receipt by the Administrative Agent of this Second Amendment duly and properly authorized, executed and delivered by
- (b) the Borrower shall have made a prepayment of the Term B Loan in an amount such that the aggregate outstanding principal
- (c) receipt by the Administrative Agent of a certificate dated as of the date hereof signed by a Responsible Officer of the Borrower, certifying that the representations and warranties contained in Article V of the Credit Agreement are true and correct in all material respects except (i) to the extent they shall be true and correct as of such earlier date, and (ii) that (1) the representations and warranties contained in subsections (a) and (b), respectively, of Section 6.01; (2) the representation and warranty contained in subsections (c) of Section 6.01; in the Borrower's knowledge, no Default or Event of Default exists;
- (d) receipt by the Administrative Agent of, in each case, in form and substance satisfactory to the Administrative Agent:
 - (i) certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower, and
 - (ii) a certificate of the Administrative Agent, in form and substance satisfactory to the Administrative Agent, that the Administrative Agent is authorized to act as a

- 2 -

Responsible Officer in connection with this Second Amendment and the other Loan Documents;

- (ii) documents and certifications to evidence that the Borrower is validly existing and in good standing in the jurisdiction of its organization;
- (iii) a favorable opinion of Foley & Lardner LLP, counsel to the Borrower, addressed to the Administrative Agent, as requested; and
- (iv) upon the reasonable request of any Lender made at least five (5) days prior to the Second Amendment Effective Date, with the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering requirements, (i) at least five (5) days prior to the Second Amendment Effective Date, and (ii) at least five (5) days prior to the Second Amendment Effective Date, the Borrower shall have delivered, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party;
- (d) payment of (i) all fees required to be paid on or before the Second Amendment Effective Date, including (without duplication) an amount equal to 0.50% of the aggregate principal amount of the Term B Loan outstanding on the Second Amendment Effective Date pursuant to any fee letter, and (iii) any costs and expenses due to the Administrative Agent or the Lenders, including all of the Administrative Agent's reasonable and documented costs and expenses in connection with the negotiation of this Second Amendment;
- (e) a Second Amendment Effective Date Compliance Certificate, calculated using financial statements as of December 31, 2023, delivered by the Borrower, evidencing compliance with the financial covenants, in form and substance satisfactory to the Administrative Agent;
- (f) duly executed amendments to the Bank of America Loan Documents and Unsecured Notes Documents to accrete to the Second Amendment contemporaneously with this Second Amendment, in form and substance acceptable to Administrative Agent;
- (g) The Borrower, Administrative Agent, Bank of America, N.A. and the noteholders under the Unsecured Notes Documents to accrete to the Second Amendment contemporaneously with this Second Amendment, in form and substance acceptable to Administrative Agent;

Agent and the Lenders (the evidence of such approval being the execution and delivery by Administrative Agent of such intercreditor agreement).

- (h) Legal matters incident to the execution and delivery of this Second Amendment shall be satisfactory to the Administrative Agent;
- (i) such other assurances, certificates, documents, consents or opinions as the Administrative Agent may require.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Administrative Agent and the Lenders as follows:

- (a) The execution, delivery and performance by the Borrower of this Second Amendment, has been duly authorized by the terms of Borrower's organizational documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien upon or affecting the Borrower or the properties of Borrower or any of its Subsidiaries or (ii) any order, injunction, writ or decree of a court of competent jurisdiction; or (c) violate any Law.
- (b) This Second Amendment has been duly executed and delivered by Borrower. This Second Amendment constitutes a legal obligation of the Borrower, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting general performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.
- (c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority and the performance of the Borrower's obligations under the Original A&R Credit Agreement as amended by this Second Amendment obtained or made, and except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (d) There has not occurred since September 30, 2023 any event or condition that has had or would be reasonably expected to have a Material Adverse Effect on the Administrative Agent.

SECTION 5. RATIFICATION, ETC.

Except as expressly amended hereby, the Original A&R Credit Agreement, the other Loan Documents and all documents, instruments and agreements in full force and effect. The Original A&R Credit Agreement and this Second Amendment shall hereafter be read and construed together as one agreement or instrument related to the Credit Agreement shall hereafter refer to the Original A&R Credit Agreement as amended by this Second Amendment.

SECTION 6. GOVERNING LAW.

THIS SECOND AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS.

This Second Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when taken together shall be deemed to constitute one and the same instrument. Any counterpart signed by all parties may be introduced into evidence. Likewise, the existence of this Second Amendment may be established by the introduction into evidence of counterparts that are separately signed.

SECTION 8. PARTIES.

This Second Amendment binds and inures to the Borrower and its respective successors and permitted assigns.

SECTION 9. RELEASE.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

- 6 -

[Lender Signature Page]

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Shari L. Re
Name: St
Title: Sr

[Lender Signature Page]

CAPITAL ONE BANK,

By: /s/ Jessica W.
Name: Je
Title: At

[Lender Signature Page]

REGIONS BANK

By: /s/ Walter E. R
Name: W
Title: Sr

[Lender Signature Page]

U.S. BANK NATIONAL

By: /s/ Matthew A.
Name: M
Title: Vi

[Lender Signature Page]

TRUIST BANK AS SU
BRANCH BANKIN

By: /s/ Juan DeJe
Name: Ju
Title: Se

[Lender Signature Page]

BORROWER:

FRANKLIN STREET F
a Maryland corpora

By: /s/ George J. I
Name: Gi
Title: Ci

[Borrower Signature Page]

ANNEX I TO SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED CREDIT AGR

(See Attached)

[Annex I to Second Amendment to Second Amended and Restate

ANNEX II TO SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED CREDIT AGR

(See Attached)

[Annex II to Second Amendment to Second Amended and Restat

**ANNEX III TO SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED CREDIT AGR**

(See Attached)

[Annex III to Second Amendment to Second Amended and Restat

**ANNEX IV TO SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED CREDIT AGR**

(See Attached)

[Annex IV to Second Amendment to Second Amended and Restat

**ANNEX I TO ~~FIRST~~ SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED CREDIT AGR**

SECOND AMENDED AND RESTATED CREDIT AGR

Dated as of September 27, 2018

among

FRANKLIN STREET PROPERTIES CORP.,
as the Borrower,

BANK OF MONTREAL,
as Administrative Agent,

and

The Other Lenders Party Hereto

BMO CAPITAL MARKETS CORP.,
PNC CAPITAL MARKETS LLC,

CAPITAL ONE BANK NATIONAL ASSOCIATION
REGIONS CAPITAL MARKETS, a division of Regions Bank
as Joint Bookrunners and Joint Lead Arranger

PNC BANK, NATIONAL ASSOCIATION,
as Syndication Agent

and

CAPITAL ONE BANK NATIONAL ASSOCIATION

and

REGIONS BANK
as Co-Documentation Agents

Annex I to First Amendment to Second Amended and Restated Credit Agreement (FSP, 2023) 4008-3699-9753-v13.docx 4275939

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "*Agreement*") is entered into as of September 27, 2018, as amended and restated from time to time by and between the Lenders and the Borrower, as a result of such party's execution of this Agreement as a "Lender" as of the date hereof or as of the date of such amendment or restatement. The Lenders are, collectively, the "*Lenders*" and individually, a "*Lender*" and BANK OF MONTREAL, as Administrative Agent.

A. The Borrower, Bank of Montreal, as administrative agent, and certain Lenders are parties to an Amended and Restated Credit Agreement provides, among other things, for a term loan to be made by the Lenders to the Borrower thereunder in the principal amount of \$220 million.

B. The parties hereto have requested that (i) a portion of the existing term loan under the Original Credit Agreement be deemed amended and restated in its entirety to provide, among other things, for changes to the maturity date and pricing.

C. The term loan made under the Original Credit Agreement is fully advanced and remains outstanding under this Agreement.

D. In connection with the execution and delivery of the Second Amendment on the Second Amendment Effective Date, a portion of \$86,037,037.00 of Term B Loans will remain outstanding.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties here
hereof to read as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section

1.01. *Defined Terms.* As used in this Agreement, the following terms shall have the meanings set forth below:

"Adjusted EBITDA" means, for the most recently ended fiscal quarter of Borrower, EBITDA of the Consolidated Parties less Capital Res

"Adjusted Term SOFR" means, for any Interest Period, the per annum rate equal to the sum of (i) Term SOFR for such Interest Period
basis points) for an Interest Period of three months, and

0.42826% (42.826 basis points) for an Interest Period of six months. If Adjusted Term SOFR for any applicable Interest Period shall be less th
provided that the Floor for any applicable Interest Period shall not apply to any Loan (or portion thereof) with respect to which the Borrower ha
long as the Borrower has notified the Administrative Agent of such Swap Contract at least five (5) Business Days prior to such applicable Intere:

"Administrative Agent" means Bank of Montreal in its capacity as administrative agent under any of the Loan Documents, or any succes

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02
Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in substantially the form of Exhibit F-2 or any other form approve

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or me
In no event shall Administrative Agent or any Lender be deemed to be an Affiliate of the Borrower. Unless the context otherwise clearly req
REITs shall not be considered Affiliates of the Borrower.

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" means this Second Amended and Restated Credit Agreement.

"Anti-Corruption Laws" means all laws, rules and regulation of any jurisdiction applicable to Borrower or its Subsidiaries from time to time

"Applicable Percentage" means, for any Lender, its Term B Loan Percentage. The initial Applicable Percentage of each Lender is set fo

"Applicable Rate" means, from time to time, the following percentages per annum (i) with respect to Adjusted Term SOFR, 3.00%
Notwithstanding the foregoing, if, as of March 31, 2025, the sum of (a) the Outstanding Amount of Loans under this Agreement, (b) the outstand
outstanding principal amount of the Indebtedness under the Unsecured Notes Documents exceeds

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\$200,000,000, then the Applicable Rate for Daily SOFR Rate Loans, Term SOFR Rate Loans and Base Rate Loans shall be permanently increa

"Applicable Sharing Percentage" means (a) in connection with any prepayment (other than a mandatory prepayment arising from a
prepayment arising from a Disposition or Equity Issuance, (i) with respect to the Obligations, 25.55556% (ii) with respect to the Indebtedness u

[under the Unsecured Notes Documents, 44.444444%](#)

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affi

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with th Administrative Agent, in substantially the form of Exhibit F-1 or any other form (including electronic documentation generated by use of an elect

"Attributable Indebtedness" means, on any date, (a) in respect of any capital lease of any Person, the capitalized amount thereof tha GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease t GAAP if such lease were accounted for as a capital lease.

["Authorized Collateral Agent" has the meaning specified in the Intercreditor Agreement.](#)

"Audited Financial Statements" means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year shareholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such B used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated wit frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for i "Interest Period" pursuant to Section 3.07(d).

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"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the Europ requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect t time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment fi other insolvency proceedings).

"Bank of America Loan Documents" means, [collectively](#), that certain Credit Agreement, dated as of January 10, 2022, as amended ~~amended from time to time~~ [amended by that certain Second Amendment to Credit Agreement, dated as of the Second Amendment Effective Da documents, instruments and agreements executed in connection therewith, and all renewals, extensions, amendments, supplements, restate 7.18\(a\).](#)

"Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of: (a) the Federal Funds Rate plus ½ of 1%, (b) the as its prime commercial rate, or its equivalent, for U.S. Dollar loans to borrowers located in the United States as in effect on such day, with any of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be the Administrativ such day plus (ii) 1.00%. Any change in the Base Rate due to a change in the prime rate, the quoted federal funds rates or Term SOFR, as a Base Rate is being used as an alternative rate of interest pursuant to Sections 3.03 or 3.07, then the Base Rate shall be the greater of clause: Base Rate as determined above shall ever be less than the Floor *plus* 1.00%, then Base Rate shall be deemed to be the Floor *plus* 1.00%.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respec applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Secti

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"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Administrative Agent for

(a) the sum of (i) Daily Simple SOFR plus (ii) 0.11448% ~~(11.448 basis points)~~; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining such a rate for syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement shall be the Floor.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining such a rate for syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement of the Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) determines that such Benchmark (or such component thereof) is no longer representative or non-compliance will be determined by reference to the most recent statement or publication referenced in such clause (c) provided on such date.

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For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, the administrator of such Benchmark (or such component thereof) is no longer available to provide all Available Tenors of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, the administrator of such Benchmark (or such component thereof) is no longer available to provide all Available Tenors of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred and (b) ending at the time that a Benchmark Replacement Date has occurred.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrowing" means a borrowing consisting of a Loan and, in the case of SOFR Loans, having the same Interest Period made by each of

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of the State of New York.

"Capitalization Rate" means six and three-quarters percent (6.75%) for each CBD or Urban Infill Property and seven and one-half per cent (7.5%) for each Rural Infill Property.

"Capital Reserve" means for any period and with respect to a Property (other than any Projects Under Development), an amount equal

bv (ii) \$0.30 per annum.

“Cash Equivalents” means (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agent pledged in support thereof) having maturities of not more than twelve (12) months from the date of acquisition, (b) U.S. dollar denominated commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper equivalent thereof (any such bank being an “Approved Bank”), in each case with maturities of not more than two (2) years from the date of acquisition, (c) the parent company thereof) or any variable rate commercial paper or notes issued by, or guaranteed by, any domestic corporation rated A-2 (or better) and maturing within one (1) year of the date of acquisition, (d) repurchase agreements with a bank or trust company (including any of the Lender’s obligations issued by or fully guaranteed by the United States of America in which any Consolidated Party shall have a perfected first priority security interest in the assets of the bank or trust company).

"CBD or Urban Infill Property" means (a) any Property listed on Schedule 5.21 and identified as a CBD or Urban Infill Property, or identified in clause (a) and is designated by the Administrative Agent and the Borrower as a CBD or Urban Infill Property from time to time.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of administration, promulgation, implementation, interpretation or application thereof by any Governmental Authority or (c) the making or issuance. Authority (including, without limitation, all requests, rules, guidelines or directives in connection with Dodd-Frank Wall Street Reform and Co foregoing, for purposes of this Agreement, all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and adopted, implemented or issued and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the E authority) or the United States financial regulatory authorities shall be deemed to be a Change in Law regardless of the date adopted, issued, or

[illegible]

passage of time (such right, an "option right")), directly or indirectly, of 30% or more of the equity securities of Borrower entitled to vote for memt taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or

(b) an event or series of events by which during any period of twelve (12) consecutive months, a majority of the members of the board of directors (or equivalent governing body) of the company consisted of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to the board or equivalent governing body was approved by the affirmative vote of a majority of the members of the board or equivalent governing body who were not nominees of the company, and (iii) who were not nominees of the company above constituting

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at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to the board or equivalent governing body was approved by the members of the company or the members of the board or equivalent governing body (in each case and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body (in each case such member was named as a nominee for election as a director)).

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning specified in Section 6.12(b).

"Collateral Documents" means, collectively, the Pledge Agreement and all other agreements, instruments and documents executed in connection with the Obligations.

"Commitment" means the Term B Loan Commitments.

"Compliance Certificate" means a certificate substantially in the form of Exhibit E.

“Conforming Changes” means with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of the SOFR Rate (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “Interest Period,” the definition of “U.S. Dollar,” the timing of payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of Interest Periods, and all other operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or index, or to be consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively practicable or consistent with market practice, the Administrative Agent decides that adoption of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the use or administration of the SOFR Rate).

"Consolidated Parties" means a collective reference to Borrower and its consolidated Subsidiaries, as determined in accordance with the Consolidated Financial Statements, and any other entities included as Consolidated Parties under this Agreement and the Loan Documents; provided that the financial statements required to be delivered hereunder shall be consolidated on a consolidated basis that includes any Sponsored REITs.

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"Contractual Obligation" means, as to any Person, any material provision of any material security issued by such Person or of any material property of such Person in which such Person or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a P and "Controlled" have meanings correlative thereto.

“Credit Extension” means a Borrowing.

"Credit Parties" has the meaning specified in the Pledge Agreement; and "Credit Party" means any one of the Credit Parties.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent then the Administrative Agent may establish another convention in its reasonable discretion.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors or

"Default" means any event or condition that with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (i) the Base Rate plus (ii) any Applicable Rate applicable to Base Rate Loans plus (iii) 2% interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.18(b), any Lender that, as determined by the Administrative Agent, (a) has failed to Business Days of the date required to be funded by it hereunder unless such Lender notifies the Administrative Agent or the Borrower in writing precedent to funding set forth in Section 4.02 (each of which conditions precedent, together with any applicable default, shall be specifically identified in writing that it does not intend to comply with its funding obligations (unless such writing states that such position is based on such Lender's together with

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any applicable default, shall be specifically identified in such writing) cannot be satisfied), (c) has failed, within three Business Days after request will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding in benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it including the Federal capacity, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on it disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Designated Person" means a Person (a) listed in the annex to, or otherwise subject to the provisions of, any Executive Order imposing most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list (the has 50% or greater ownership interest or that is otherwise controlled by an SDN.

"Disposition" or "Dispose" means the sale, transfer, license, lease (including any ground lease) or other disposition (including any sale Person in the normal course of such Person's business operations) of any property by any Person, including any sale, assignment, transfer or claims associated therewith. For the avoidance of doubt, any assignment or other disposition for collateral or security purposes shall not constitute

"Documentation Agent" means Capital One Bank National Association and Regions Bank, each in its capacity as documentation agent,

"Dollar" and "\$" mean lawful money of the United States.

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"EBITDA" means for the Consolidated Parties, for the most recently ended fiscal quarter of Borrower, without duplication, the sum extraordinary gains and losses and Hedge Ineffectiveness for such period (but including syndication fees), plus (b) an amount which, in the determination

"Financeable Ground Lease" means, a ground lease that provides protections for a potential leasehold mortgagee (*"Mortgagee"*) v exercisable unilaterally by the tenant, of no less than twenty-five (25) years from the Closing Date, (b) that the ground lease will not be termina or complete foreclosure, and has failed to do so, (c) provision for a new lease on the same terms to the Mortgagee as tenant if the gro Administrative Agent, (d) non-merger of the fee and leasehold estates, (e) transferability of the tenant's interest under the ground lease without to the creditworthiness or line of business of the transferee or delivery of customary assignment and assumption agreements from the transfere interest will be applied pursuant to the terms of the applicable leasehold mortgage.

"Fixed Charges" means, for the Consolidated Parties, for the most recently ended fiscal quarter of Borrower, without duplication, the sum of:

(i) any voluntary or mandatory prepayments made by a Consolidated Party and (ii) balloon, bullet or similar principal payments which repay Indebtedness of a Consolidated Party.

For purposes of the above clauses (a) and (b) Unconsolidated Affiliates shall not be included in the Consolidated Parties' Equity Percentage of the above clauses (a) and (b) for Unconsolidated Affiliates.

"Foreign Lender" means any Lender that is organized under the Laws of a jurisdiction other than that in which the Borrower is resident under the laws of the United States. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to be a jurisdiction.

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"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession, consistently applied.

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic benefit of, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for) services for the purpose of assuring the obligee in respect of such Indebtedness or the payment or performance of such Indebtedness, (iii) to receive income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (iv) entered into for the purpose of the performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person or of such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be the primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably ascertainable amount. The term "Guarantee" as a verb has a corresponding meaning.

"Hedge Ineffectiveness" means any amount recorded as hedge ineffectiveness in accordance with ASC 815 under GAAP related to any

"Immaterial Subsidiary" means as of any date of determination, any Subsidiary holding assets (excluding earnest money deposits) and any Subsidiary formed for the purpose of purchasing real estate shall be deemed to be an Immaterial Subsidiary prior to purchase of such real estate.

"Indebtedness" means, without duplication, all obligations of the following types:

- (a) all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or other Documents);
- (b) all direct or contingent obligations under letters of credit (including standby and commercial), bankers' acceptance agreements and capital maintenance agreements) to the extent such instruments or agreements support financial, rather than performance, obligations;
- (c) any net obligation under any Swap Contract, the amount of which on any date shall be deemed to be the Swap Termination Amount;
- (d) all obligations to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business);
- (e) any capital lease or Synthetic Lease Obligation, the amount of which as of any date shall be deemed to be the amount of such obligation;
- (f) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in any entity, including any obligations to pay dividends or distributions, plus accrued and unpaid dividends, *provided*, the foregoing shall be excused to the extent that such obligations are not payable on or prior to the date on which the Obligations are scheduled to be due and payable in full; and
- (g) without duplication, all Guarantees in respect of any of the foregoing.

For all purposes hereof, the Indebtedness shall include the Indebtedness of any partnership or Joint Venture (other than a Joint Venture in which the Company is not a general partner or a joint venturer, unless such Indebtedness is Nonrecourse Indebtedness. Indebtedness shall not include the Indebtedness of the Company or its Subsidiaries.

"Indemnified Taxes" means Taxes other than (i) Excluded Taxes and (ii) Other Taxes imposed under non-US Law rather than US Law.

"Indemnities" has the meaning specified in Section 10.04(b).

"Information" has the meaning specified in Section 10.07.

"Initial Sharing Percentage" means (a) with respect to the Obligations, 28.39506%, (b) with respect to the Indebtedness under the Base Rate Loan, 28.39506%, and (c) with respect to the Indebtedness under the Secured Notes Documents, 49.38272%.

"Intangible Assets" means goodwill, the purchase price of acquired assets in excess of fair market value thereof, trademarks, trade names and other intangible assets.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Second Amendment Effective Date, by and among the Company, the Bank of America Loan Documents, and Acquiom Agency Services LLC, a Colorado limited liability company, as agent for the Bank of America Loan Documents.

"Interest Expense" means for the Consolidated Parties, without duplication, total interest expense incurred (in accordance with GAAP) by the Consolidated Parties and their Unconsolidated Affiliates.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan, and (b) as to any SOFR Loan, the respective dates that fall every three months after the beginning of such Interest Period shall also be the Interest Payment Date for the Term B Loan Maturity Date.

"Lien" means any mortgage, pledge, hypothecation, assignment for security, encumbrance, lien (statutory or other excepting any liens of the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any other financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means the Term B Loans.

"Loan Documents" means this Agreement, each Note, any Subsidiary Guaranty issued pursuant to Section 6.12 hereof, the Intercreditor Agreement executed and delivered by the Borrower related to the foregoing, including, without limitation, the Fee Letter but specifically excluding (i) that certain Confidentiality Agreement dated as of August 30, 2018, by and between the Borrower, Bank of Montreal and BMO Capital Markets Corp., and (ii) that certain Confidentiality Agreement dated as of August 30, 2018, by and between the Borrower, Bank of Montreal and BMO Capital Markets Corp.

"Loan Notice" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of SOFR Loans.

"Loan Parties" means, collectively, Borrower and each Subsidiary Guarantor.

"Material Credit Facility" means, as to the Borrower and its Subsidiaries,

- (a) the Bank of America Loan Documents, ~~including any renewals, extensions, amendments, supplements, restatements, replacements, or modifications~~

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- (b) the Unsecured Notes Documents, ~~including any renewals, extensions, amendments, supplements, restatements, replacements, or modifications~~

- (c) any other agreement(s) creating or evidencing indebtedness for borrowed money (other than Nonrecourse Indebtedness) or in respect of which the Borrower or any Subsidiary is an obligor or otherwise provides a guarantee or other credit support ("Credit Facility") of \$150,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such Credit Facility) equal or exceed such amounts, then the largest Credit Facility shall be deemed to be a Material Credit Facility.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the operations, business, properties or financial condition of the Borrower or any Subsidiary taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Documents or of the Borrower or any Subsidiary under the Loan Documents to which they are a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability of any Loan Documents.

"Monthly Reporting Package" means a financial reporting package in a format reasonably acceptable to Administrative Agent that includes information with respect to Properties in the Eligible Unencumbered Property Pool:

- (a) a list of each Property's current and projected 12-month occupancy with notes and/or a commentary section that includes (i) annualized rent) with leases expiring in next 24 months, any material new leases or amounts in arrears;
- (b) commentary noting any material deviations to original budgeted costs including tenant improvements, leasing commissions and other expenses;
- (c) updated sales progress for each Property that is listed for sale in the market using broker and internal information including the sale price, probable timeline, comments regarding status of the sale, and contract details for those under contract (including the sale price, anticipated closing date, and other terms).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" shall mean (a) any mortgage, deed of trust, deed to secure debt or similar security instrument (regardless of priority) made or

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interest in real estate granting a lien on such interest in real estate as security for the payment of Indebtedness and (b) any mezzanine indirect ownership interest in real estate.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Original Credit Agreement" has the meaning specified in the introductory paragraphs hereto.

"Other Taxes" means all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies imposed on the Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except for

"Outstanding Amount" means the aggregate outstanding principal amount of the Loans.

"Pari Passu Obligations" has the meaning specified in the Intercreditor Agreement.

"Participant" has the meaning specified in Section 10.06(d).

"Participant Register" has the meaning specified in Section 10.06(d).

"PATRIOT Act" means the USA PATRIOT Act (Title III of PUB. L. 107-56 (signed into law October 26, 2001), as amended from time to time).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Act" means the Pension Protection Act of 2006.

"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payments) effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, as

"Pension Plan" means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained under ERISA or is subject to the minimum funding standards under Section 412 of the Code.

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"Permitted Liens" means (i) lien securing the Pari Passu Obligations on an equal and ratable basis pursuant to the Intercreditor Agreement in good faith by the Borrower or a Subsidiary unless payment is required prior to the contesting of any such taxes and provided no enforcement action and adequate reserves have been established (or are adequately bonded) for such taxes, assessments or governmental charges; ~~(iii)~~ liens on real property, materials or supplies and any other liens (exclusive of those securing Indebtedness) which do not materially interfere with the use of the Properties by the Borrower or a Subsidiary and are either bonded or do not exceed in the aggregate at any one time \$5,000,000.00; and (B) zoning restrictions, easements, or other restrictions on use, which do not materially interfere with the use of the Properties comprising the Eligible Unencumbered Property Pool or the operation of the Properties ~~in connection with a 1031 Property;~~ (v) liens deemed to occur by virtue of investments described in clause (d) of the definition of Cash Equivalent in the Intercreditor Agreement; issuer, swingline lender or lender under any loan agreement (including the Bank of America Loan Documents) to secure any exposure resulting from the setoff of deposits or pledges made, in the ordinary course of business, in connection with, or to secure payment of, obligations under workmen's compensation, insurance, or other claims; setoff of banks, financial institutions and securities intermediaries in respect of deposits and accounts maintained in the ordinary course of business by the Borrower or a Subsidiary in connection with any letter of intent or purchase agreement; and (x) liens on property existing at the time of the Event of Default ~~Interests of Excluded Subsidiaries~~, and liens securing judgments not constituting an Event of Default under Section 8.01(h), all in amounts comparable to the Indebtedness.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Government or other entity.

"Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees or for which employees are required to contribute on behalf of any of its employees and not excluded under Section 4 of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Platform" has the meaning specified in Section 6.02.

"Pledge Agreement" means a Pledge Agreement, substantially in the form of Exhibit H or any other form approved by Administrative A Credit Parties, covering the Collateral.

"Preferred Dividends" shall mean, with respect to any Person, dividends or other distributions which are payable to holders of any E preferred basis prior to dividends or other distributions to the holders of other types of Equity Interests in such Person.

"Projects" shall mean any and all parcels of real property owned by any Consolidated Party or with respect to which the Consolidated gross leasable area in excess of 50,000 square feet or with respect to which construction and development of such improvements are under de

"Projects Under Development" means any Project under development or redevelopment by any Consolidated Party (a) classified as cc of occupancy has not been issued.

"Properties" means, as of any date of determination, interests in real property, together with all improvements thereon, owned by Borrow

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amende

"Public Lender" has the meaning specified in Section 6.02.

"Recourse Indebtedness" means any Indebtedness other than Nonrecourse Indebtedness.

"Register" has the meaning specified in Section 10.06(c).

"Registered Public Accounting Firm" has the meaning specified in the Securities Laws and shall be independent of the Borrower as pres

"REIT" means a Person qualifying for treatment as a "real estate investment trust" under the Code.

"REIT Qualifying Distributions" means Restricted Payments by Borrower based on Borrower's good faith estimate of its projected or e the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise Taxes to which Borrower w reported in each Compliance Certificate and shall contain calculations of such REIT Qualifying Distributions, with detail reasonably satisfactory t

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, tr

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migrati Party, including the movement of any Hazardous Materials through or in the air, soil, surface water, groundwater, of any Property of a Consolida

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period

"Request for Credit Extension" means a Loan Notice.

"Request for Release" has the meaning specified in Section 6.12(d)(i).

"Required Lenders" means, as of any date of determination, not less than two (2) Lenders holding in the aggregate at least 51% of the held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirements" means any law, ordinance, code, order, rule or regulation of any Governmental Authority relating in any way to the ac Eligible Unencumbered Property Pool.

"*Rescindable Amount*" means any payment that the Administrative Agent makes to any Lender or other secured party as to which it applies: (1) the Borrower has not in fact made the corresponding payment to the Administrative Agent; (2) the Administrative Agent has made aggregate (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment.

"*Resolution Authority*" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"*Responsible Officer*" means, as applicable, (a) the chief executive officer, president, chief operating officer, chief investment officer, or president of FSP Property Management LLC, and (b) solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the to Article II, any other officer of Borrower so designated by any of the foregoing officers in a notice to Administrative Agent and (d) solely for purposes to Sections 4.01, 4.02 and 6.02(a) the chief executive officer, president, chief financial officer, assistant treasurer, or treasurer of

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Borrower. Any document delivered hereunder that is signed by a Responsible Officer shall be conclusively presumed to have been authorized. Responsible Officer shall be conclusively presumed to have acted on behalf of Borrower.

"*Restricted Payment*" means (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of the Equity sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of the Equity Interests of or obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Equity Interests of any Consolidated

"*Sanction(s)*" means any sanction administered or enforced by the United States Government (including without limitation, OFAC), through sanctions authority.

"*Sarbanes-Oxley*" means the Sarbanes-Oxley Act of 2002.

"*S&P*" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"*SEC*" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"*Second Amendment Effective Date*" means February 21, 2024.

"*Secured Indebtedness*" means all Indebtedness of a Person that is secured by a mortgage, deed of trust, lien, pledge, encumbrance or respect of the Obligations and the other Pari Passu Obligations.

"*Securities Holdings*" shall mean common stock, preferred stock, other capital stock, beneficial interests in trusts, membership interests in Subsidiaries, unconsolidated Subsidiaries and Sponsored REITs, and other than property that is included as "Cash Equivalents," "Cash" or "Property" calculated on the basis of the lower of cost or market value as shown on Borrower's balance sheet.

"*Securities Laws*" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley and the applicable accounting rules by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date

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~~"*Significant Acquisition*" means an acquisition (in one transaction or a series of related transactions) of (i) one or more entities (excluding for which financial statements were delivered under Section 6.01(a) or 6.01(b), or (ii) one or more properties for an amount in excess of 10% of the Borrower's 6.01(a) or 6.01(b).~~

"*SOFR*" means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor) (or a

"*SOFR Loan*" means a Loan that bears interest based on Adjusted Term SOFR (other than pursuant to clause (c) of the definition of Base

"Sponsored REIT" shall have the same meaning as such term is used in Borrower's filings with the SEC. For the avoidance of doubt, a its syndication.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a m directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) ar indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to not be considered Subsidiaries.

"Subsidiary Guarantor" means any Subsidiary that is a guarantor of the Obligations pursuant to Section 6.12 hereof.

"Subsidiary Guaranty" means a Guarantee of the Obligations entered into by a Subsidiary Guarantor pursuant to Section 6.12 hereof.

"Suburban Property" means (a) any Property listed on Schedule 5.21 and identified as a Suburban Property, or (b) any other improved f

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, cc options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, intere transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transa foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind

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the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the I Agreement, or any other master agreement used to document transactions of the type set forth in clause (a) hereof (any such master agreeme liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally en such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) market value(s) for such Swap Contracts, as determined based upon one or more readily available quotations provided by any recognized independent valuation source reasonably acceptable to the Administrative Agent (Administrative Agent agrees that Chatham Financial is a reas

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retenti appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indeb

"Taking" means any condemnation for public use of, or damage by reason of, the action of any Governmental Authority, or any transfer I

"Tangible Net Worth" means, for the Consolidated Parties, as of the most recently ended fiscal quarter of Borrower, the excess of Total /

- (a) the total book value of all assets of the Consolidated Parties properly classified as Intangible Assets; plus
- (b) all amounts representing any write-up in the book value of any assets of the Consolidated Parties resulting from a reval
- (c) to the extent otherwise includable in the computation of Tangible Net Worth, any subscriptions receivable.

Total Assets and Total Liabilities shall also exclude an asset or liability created by the Swap Termination Value and Hedge Ineffectiveness.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments

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by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term B Loan" has the meaning specified in Section 2.01(b).

"Term B Loan Commitment" means, as to each Lender, its obligation to make a Term B Loan to the Borrower pursuant to Section 2.01(f) Schedule 2.01, as such Schedule 2.01 may be updated from time to time pursuant to an Assignment and Assumption or this Agreement or other

"Term B Loan Lender" means each lender from time to time party hereto as a result of (i) such party's execution of this Agreement as a joinder of an amendment to this Agreement to increase the Aggregate Commitments, pursuant to which joinder such party agrees to be bound being made a "Lender" hereunder with respect to the Term B Loan Commitment by virtue of an executed Assignment and Assumption or this Agreement

"Term B Loan Maturity Date" means ~~October~~ April 1, 2024~~2026~~.

"Term B Loan Note" means a promissory note made by the Borrower in favor of a Term B Loan Lender evidencing Term B Loans made

"Term B Loan Percentage" means with respect to any Term B Lender at any time, the percentage (carried out to the ninth decimal Commitment at such time, subject to adjustment as provided in this Agreement, and giving effect to any subsequent assignments permitted here

"Term SOFR" means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the "Term SOFR Determination Loans, the first day of such applicable Interest Period, or (b) with respect to Base Rate Loans, such day of determination of the Base Rate, in effect of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Days prior to such Term SOFR Determination Day.

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"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Threshold Amount" means without duplication (a) with respect to Nonrecourse Indebtedness, such Indebtedness having an aggregate Indebtedness and (b) with respect to any other Indebtedness of such Person, such Indebtedness having an aggregate outstanding principal clarification purposes, no Indebtedness and no Guarantee shall be attributed to any Person hereunder (for purposes of determination of the Nonrecourse Indebtedness unless such Person is the borrower, guarantor or primary obligor thereof and, if a guarantor, such Indebtedness or (any and all guaranties that are not in liquidated amounts)).

"Total Assets" means all assets of the Consolidated Parties determined in accordance with GAAP.

"Total Asset Value" means, without duplication, for the most recently ended fiscal quarter of Borrower, with respect to the Consolidated quarter minus the aggregate amount of NOI attributable to each Property sold or otherwise disposed of during such fiscal quarter minus the amount divided by the Capitalization Rate plus (b) the acquisition cost of each Property acquired during such prior four fiscal quarters, plus (c) unrestricted book value of construction in progress, plus (f) the carrying value of performing Mortgage loans to Sponsored REITs, plus (g) the carrying value

Notwithstanding the foregoing, for purposes of determining Total Asset Value, to the extent the aggregate of Investments in Projects under Holdings and Mortgages to non-affiliates (excluding Mortgages to Sponsored REITs) would exceed 10% of Total Asset Value, such aggregate amount

"Total Indebtedness" means all Indebtedness of the Consolidated Parties determined on a consolidated basis plus the Consolidated Parties

"Total Liabilities" means all liabilities of the Consolidated Parties determined in accordance with GAAP.

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"Total Secured Indebtedness" means, all Indebtedness of the Consolidated Parties that is secured by a mortgage, deed of trust, lien, p the above of Unconsolidated Affiliates; provided that Total Secured Indebtedness shall exclude any Indebtedness in respect of the Obligations a

"Type" means its character as a Base Rate Loan or a SOFR Loan.

"UCC" means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection, Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect f perfection, effect of perfection or non-perfection or priority.

"UK Bribery Act 2010" means an Act of the Parliament of the United Kingdom that covers the criminal law relating to bribery.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, i institutions or investment firms.

"Unconsolidated Affiliate(s)" means, with respect to any Person (the "parent"), at any date, any corporation, limited liability company, pai not be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in a references herein to "Unconsolidated Affiliate" or to "Unconsolidated Affiliates" shall refer to an Unconsolidated Affiliate or Unconsolidated Affilia

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement

"Unencumbered Asset Value" means, without duplication, for the most recently ended fiscal quarter of Borrower, with respect to the Eli for such fiscal quarter minus the aggregate amount of NOI attributable to each Property sold or removed from the Eligible Unencumbered I Property acquired or added to the Eligible Unencumbered Property Pool during the last four fiscal quarters, divided by the Capitalization Rat Property Pool during such prior four fiscal quarters. For the purposes of calculating the Unencumbered Asset Value, the value of any one Prope

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Eligible Unencumbered Property Pool may not exceed 20% of the aggregate value of the Eligible Unencumbered Property Pool.

"Unencumbered NOI" means, the Net Operating Income from the entire Eligible Unencumbered Property Pool for the fiscal quarter mos

"United States" and **"U.S."** mean the United States of America.

"United States Foreign Corrupt Practices Act of 1977" means the act codified at 15 U.S.C. Section 78dd-1 et seq.

"Unsecured Indebtedness" means all Indebtedness which is not secured by a Lien on any property; provided that Unsecured Indet Obligations notwithstanding that such Indebtedness may be secured by the Collateral.

"Unsecured Notes Documents" means that certain Note Purchase Agreement, by and among Borrower and the purchasers named pursuant thereto, as amended as of the Second Amendment Effective Date, and all renewals, extensions, amendments, supplements, restat 7.18(a)).

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 3.01(e)(ii)(B).

"Wholly-Owned Subsidiary" of a Person means (i) any Subsidiary all of the outstanding voting securities of which shall at the time be ow of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (ii) any partnership, limited liability company ordinary voting power of which shall at the time be so owned or controlled. Except as otherwise specifically noted, each reference to "Wholly-O qualifications noted above. Sponsored REITs shall not be considered Wholly-Owned Subsidiaries.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers EEA Member Country, which write-down and conversion powers are described .in the EU Bail-In Legislation Schedule, and (b) with respec Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial

1031 of the Code: "1031 Property" means a property whose legal title or other indicia of ownership is held by a 1031 Intermediary for the benefit of Borrower

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications) be construed to include such Person's successors and assigns, (iii) the words "hereto," "herein," "hereof" and "hereunder," and words in a Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits or Appendices to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions of such regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

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(d) All references herein to the "knowledge" of the Borrower shall be deemed to mean the actual knowledge of the chief operating officer or general counsel of Borrower.

(a) *Changes in GAAP.* If at any time any change in GAAP (or any requirement with respect to adoption of International Financial Reporting Standards) is adopted by the SEC, the Borrower and the Lenders shall, if requested by the Administrative Agent, the Lenders and Borrower, so request, the Administrative Agent, the Lenders and Borrower shall, in light of such change in GAAP (or any requirement with respect to adoption of International Financial Reporting Standards) (subject to the approval of the Administrative Agent), continue to be computed in accordance with GAAP prior to such change therein (or prior to such requirement with respect to adoption of International Financial Reporting Standards) and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth the effect of such change in GAAP (or before and after giving effect to such requirement with respect to adoption of International Financial Reporting Standards) shall be prepared in accordance with GAAP prior to such change therein (or prior to such requirement with respect to adoption of International Financial Reporting Standards).

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Section 1.04. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by rounding up to the next highest number greater than the number of places by which such ratio is

expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.07. Interest Rates

Section 1.08. Divisions

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIC

Section 2.01. Loans.

(a) *[Reserved]*.

Section 2.02. *Borrowings, Conversions and Continuations of Loans.* (a) The Borrowing, each conversion of Loans from one Type to the other or to the Administrative Agent, which may be given by (A) telephone, or (B) a Loan Notice; *provided* that (i) there is no requirement for notice of **Date or the Second** Amendment Effective Date pursuant to Section 2.01, and (ii) any telephonic notice must be confirmed promptly by delivery of a written confirmation to the Administrative Agent.

Administrative Agent not later than 11:00 a.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of any Borrowing of Base Rate Loans. Each Borrowing of, conversion to or continuation of SOFR Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Loan Notice of conversion of Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the applicable Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

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(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Loans, such notice shall be given to each Lender not later than 11:00 a.m. two Business Days prior to the requested date of such Borrowing. Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in 4.01 and 4.02, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period. The Administrative Agent shall not permit any Loans to be made as, converted to or continued as SOFR Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in BMO's prime rate used in determining the Base Rate.

(e) After giving effect to the Borrowing, all conversions of Loans from one Type to the other, and all continuations of Loans as the same.

Section 2.03. *Intentionally Omitted.*

Section 2.04. *Prepayments.*

(a) Voluntary. The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans to the Administrative Agent not later than 11:00 a.m. (A) two Business Days prior to any date of prepayment of SOFR Loans and (B) on the date of prepayment of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date of prepayment, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment

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and the payment amount specified in such notice shall be due and payable on the date specified therein.

(b) Mandatory.

(i) [Reserved].

(ii) If any Consolidated Party Disposes of any Property or other assets (other than any Disposition permitted by Section 7.05(a) subject to the terms of the Intercreditor Agreement with respect to the delivery of Net Cash Proceeds directly to the Authorized Collateral Agent of Loans in an amount equal to the Applicable Sharing Percentage with respect to the Obligations of such Net Cash Proceeds within two (2) Business Days of the date of such Disposition.

(iii) Upon the sale or issuance by any Consolidated Party of any of its Equity Interests (other than issuances of Equity Interests) to the Authorized Collateral Agent for payment pursuant to the Intercreditor Agreement with respect to the delivery of Net Cash Proceeds directly to the Authorized Collateral Agent for payment pursuant to equal to the Applicable Sharing Percentage with respect to the Obligations of all Net Cash Proceeds received therefrom within two (2) Business Days.

(c) Generally. Any prepayment of a SOFR Loan shall be accompanied by all accrued interest on the amount prepaid, together with such prepayment shall be applied to the Term B Loans of the Lenders, as elected by the Borrower pursuant to the notice herein referenced, in a

Section 2.05. *Reserved.*

Section 2.06. *Reserved.*

Section 2.07. *Reserved.*

Section 2.08. *Repayment of Loans. (a) [Reserved].*

(b) *Term B Loan.* ~~After the First Amendment Effective Date and on or prior to April 1, 2024, the Borrower shall repay to the Term B Loan Lenders on the Term B Loan (or such lesser amount of Term B Loans outstanding on such date).~~ The Borrower shall repay to the Term B Loan Lenders on the Term B Loan

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Section 2.09. *Interest.* (a) Subject to the provisions of subsection (b) below, (i) each SOFR Loan shall bear interest on the outstanding principal for such Interest Period *plus* the applicable SOFR margin identified in the definition of Applicable Rate; (ii) each Base Rate Loan shall bear interest per annum equal to the Base Rate plus the applicable Base Rate Margin identified in the definition of Applicable Rate.

(b) (i) If any amount of principal of any Loan is not paid within five (5) days after the date when due (other than at the Term B Loan shall not apply), such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the full

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid within five (5) days after maturity or by acceleration, as to which such five (5) day period shall not apply), then upon the request of the Required Lenders, such amount shall bear interest at the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists, the Borrower shall pay interest on the principal amount outstanding at the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be determined by the Administrative Agent, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.10. *Reserved.*

Section 2.11. *Computation of Interest and Fees.* All computations of interest for Base Rate Loans (including Base Rate Loans determined by the Administrative Agent) shall be made on the basis of a 360-day year and actual days elapsed (or a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of

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interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.* (i) Any and all payments by or on account of to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Indemnified Taxes. If, however, deduct any Taxes, such Taxes shall be withheld or deducted in accordance with such Laws as determined by the Borrower applicable Law documentation to be delivered pursuant to subsection (e) below.

(ii) If the Borrower any Loan Party or the Administrative Agent shall be required by applicable Law to withhold or deduct any Taxes, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable Taxes, the sum payable by the Borrower applicable Loan Party shall be increased as necessary so that after any required withholding or the m this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such

(b) *Payment of Other Taxes by the Borrower.* Without limiting the provisions of subsection (a) above, the Borrower shall timely pay

(c) *Tax Indemnifications.* (i) Without limiting the provisions of subsection (a) or (b) above, the Borrower shall, and does hereby, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on Administrative Agent or paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable e correctly or legally imposed or asserted by the relevant Governmental Authority. If the Borrower determines in its good faith judgment that a re shall reasonably cooperate, at no cost or expense to Administrative Agent or Lender, with the Borrower in challenging such Indemnified Tax; pr Tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person. The Borrower sha thereof within 10 days after written demand therefor, for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Borrower to the extent of any payment

the Borrower makes to the Administrative Agent pursuant to this sentence. Any claim against the Borrower pursuant to this Section must be m relates and must provide reasonable detail regarding the amount of the claim and the reason thereof. A reasonably detailed certificate as to th Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender shall, and does hereby, indemnify the Borrower and demand therefor, against any and all Excluded Taxes attributable to such Lender and any and all related losses, claims, liabilities, penalties Borrower or the Administrative Agent) incurred by or asserted against the Borrower or the Administrative Agent by any Governmental Authority deficiency of, any documentation required to be delivered by such Lender to the Borrower or the Administrative Agent pursuant to subsection (Lender by the Administrative Agent or the Borrower shall be conclusive absent manifest error. Each Lender hereby authorizes the Administr Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii). The agreements in t assignment of rights by, or the replacement of, a Lender the termination of the Aggregate Commitments and the repayment, satisfaction or discl

(d) *Evidence of Payments.* As soon as practicable, after any payment of Taxes by the Borrower or by the Administrative Agent Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt i Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the cas

(e) *Status of Lenders; Tax Documentation.* (i) Each Lender shall deliver to the Borrower and to the Administrative Agent, at the ti Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of an Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document a

Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender withholding tax purposes in the applicable jurisdiction.

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(ii) Without limiting the generality of the foregoing, if the Borrower is resident for tax purposes in the United States,

(A) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Lender such other documentation or information prescribed by applicable Laws or reasonably requested by the Borrower or the Administrative Agent, whether or not such Lender is subject to backup withholding or information reporting requirements; and

(B) each Foreign Lender shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be required) under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Foreign Lender

(I) executed originals of Internal Revenue Service Form W-8BEN or W-8BEN-E claiming eligibility for benefits of an income tax treaty;

(II) executed originals of Internal Revenue Service Form W-8ECI;

(III) executed originals of Internal Revenue Service Form W-8IMY and all required supporting documentation;

(IV) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, if the Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower, (C) described in section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of Internal Revenue Service Form W-8IMY;

(V) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. person or indirect partner; or

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(VI) executed originals of any other form prescribed by applicable Laws as a basis for claiming exemption from or a reduction of applicable Taxes may be prescribed by applicable Laws to permit the Borrower or the Administrative Agent to determine the withholding or deduction.

(iii) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-design of the Borrower or the Administrative Agent make any withholding or deduction for taxes from amounts payable to such Lender.

If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such payment is contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) to the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph, "FATCA" shall include any amendments to the Internal Revenue Code and any Regulations thereunder, and any amendments to the FATCA provisions of the Internal Revenue Code, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) Treasury Regulation Section 1.1471-2(b)(2)(i).

(f) *Treatment of Certain Refunds.* Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to refund any refund of Taxes withheld or deducted from funds paid for the account of such Lender. If the Administrative Agent or any Lender determines, in its sole discretion, that a Lender is entitled to a refund of Taxes withheld or deducted from funds paid for the account of such Lender, the Administrative Agent, on behalf of the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to the refund of Taxes withheld or deducted from funds paid for the account of such Lender.

by the Borrower under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Administrative Agent (or its Lending Office) paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent, shall reimburse the Administrative Agent (or its Lending Office) for any interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent (or its Lending Office) is required to pay such amount. Notwithstanding anything to the

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contrary in this subsection, in no event will the Administrative Agent or any Lender be required to pay any amount to the Borrower pursuant to this Section 3.02, if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the SOFR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Base Rate applicable to such Lender without reference to the SOFR component thereof until the Administrative Agent is advised in writing by such Lender. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with a

Section 3.02. Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender to determine or charge interest rates based upon SOFR, or any Governmental Authority has asserted that it is unlawful for any Lender to determine or charge interest rates based upon SOFR deposits of, Dollars in the interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any of such Lender's SOFR Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the SOFR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Base Rate applicable to such Lender without reference to the SOFR component thereof until the Administrative Agent is advised in writing by such Lender. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with a

Section 3.03. Inability to Determine Rates. Subject to Section 3.07, if, on or prior to the first day of any Interest Period for any SOFR Loan

(a) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “

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(b) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion to a Base Rate Loan, the cost to such Lenders of funding such Loan, and the Required Lenders have pro

then the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, the Administrative Agent shall, to the extent of the affected SOFR Loans and, in the case of a SOFR Loan, the affected Interest Periods) until the Administrative Agent revokes such request, (i) any outstanding affected SOFR Loans shall be converted to Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans, at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay any additional amount

Section 3.04. Increased Costs and Reduced Return.

(a) If any Change in Law:

(i) shall subject any Lender (or its Lending Office) to any tax, duty or other charge with respect to its SOFR Loans, its Note or shall change the basis of taxation of payments to any Lender (or its Lending Office) of the principal of or interest on its SOFR Lo

Document in respect of its SOFR Loans, any participation therein or its obligation to make SOFR Loans or acquire participations thereunder (or its Lending Office imposed by the jurisdiction in which such Lender's principal executive office or Lending Office is located); or

(ii) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including any such requirement in the interbank market or any other condition affecting its SOFR Loans, its Notes, or its participation in any thereof or its obligation to make SOFR Loans);

and the result of any of the foregoing is to increase the cost to such Lender (or its Lending Office) of making or maintaining any SOFR Loan, or (or its Lending Office) under this Agreement or under any other Loan Document with respect thereto, by an amount deemed by such Lender (or its Lending Office) to be reasonable (or its Lending Office Agent),

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Borrower shall be obligated to pay to such Lender such additional amount or amounts as will compensate such Lender for such increased cost to the Borrower.

(b) *Capital Requirements.* If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as in effect, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into account respect to capital adequacy), then from time to time the Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender for such increased cost to the Borrower.

(c) *Certificates for Reimbursement.* A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender for such increased cost to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate.

Section 3.05. Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall pay to such Lender the cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request for acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue to borrow, or

(c) any assignment of a SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request for acceleration, or otherwise);

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain the Loan. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have made a matching deposit or other borrowing for a comparable amount and for a comparable period, whether or not such SOFR Loan was in fact so funded.

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Section 3.06. Mitigation Obligations; Replacement of Lenders.

(a) *Designation of a Different Lending Office.* Each Lender may make any Credit Extension to the Borrower through any Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower assigns its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation is in the best interests of the Borrower, then such Lender shall use reasonable efforts to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation is in the best interests of the Borrower, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, to the extent that such designation is not disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with such designation.

Section 3.09. Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments, rep

ARTICLE IV

CONDITIONS PRECEDENT TO CREDIT EXTENS

Section 4.01. Conditions of Initial Credit Extension. The obligation of each Lender to make its Loan hereunder is subject to satisfaction of

- (a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by a copy of the original) of the following, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and delivered to the Administrative Agent:
- (i) fully executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each of which shall be signed by the Borrower;
 - (ii) Notes executed by the Borrower in favor of each Lender requesting a Note;
 - (iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officer authority and capacity of the Responsible Officers authorized to act as Responsible Officers in connection with the execution of this Agreement.

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connection with this Agreement and the other Loan Documents to which Borrower is a party;

- (iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that Borrower is engaged in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires it to have a Material Adverse Effect;
- (v) a favorable opinion of counsel to the Borrower addressed to the Administrative Agent and each Lender, as to the materiality of the transactions contemplated by the Loan Documents;
- (vi) a certificate signed by a Responsible Officer certifying (A) that each Consolidated Party is in compliance in all material respects with applicable laws and regulations; (B) that no governmental, shareholder and third party consents required under applicable law would not reasonably be expected to have a Material Adverse Effect, (C) all governmental, shareholder and third party consents thereunder, if any, have been obtained, except where the failure to obtain would not reasonably be expected to have a Material Adverse Effect, and all the transactions contemplated therein to occur on such date, (D) to such Responsible Officer's knowledge, no Default has occurred or is occurring, (E) that the Borrower is in pro forma compliance (after giving effect to the Term Loans hereunder) with the financial covenants set forth in the Loan Documents as of March 30, 2018 (which calculation, including a detailed calculation of each such financial covenant, has been delivered to the Administrative Agent), and (F) that, to such Responsible Officer's knowledge, there has been no event or circumstance since the date of the Closing which could individually or in the aggregate, constitute a Material Adverse Effect;
- (vii) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in full force and effect;
- (viii) such other assurances, certificates, documents or consents as the Administrative Agent or the Required Lenders may reasonably request;
- (ix) each of the Lenders shall have received, sufficiently in advance of the Closing Date, all documentation and other information regarding the Bank and its subsidiaries, branches and affiliates, including bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including verification of the

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without limitation, the information described in Section 10.18; and the Administrative Agent shall have received a fully executed

(b) There shall not have occurred since June 30, 2018 any event or condition that has had or would be reasonably expected to have a Material Adverse Effect, as determined by the Administrative Agent.

(c) There shall not exist any action, suit, investigation, or proceeding pending, or to the knowledge of Borrower, threatened or in progress, which, if successful, would have a Material Adverse Effect, as determined by the Administrative Agent.

(d) Any fees required to be paid on or before the Closing Date shall have been paid and all reimbursable expenses for which the Borrower is obligated to reimburse the Administrative Agent shall have been paid.

(e) Unless waived by the Administrative Agent, the Borrower shall have paid all reasonable fees, charges and disbursements (including reasonable attorneys' fees) incurred by the Administrative Agent to the extent invoiced to Borrower prior to or on the Closing Date.

Without limiting the generality of the provisions of the last paragraph of Section 9.03, for purposes of determining compliance with the conditions set forth in Sections 4.02(a) and (b), the Borrower shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved or accepted or to be satisfied with, if the Borrower has received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.02. Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Request for Credit Extension for the purpose of refinancing) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower contained in Article V of this Agreement shall be true and correct in all material respects as of the date hereof. Such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date. The representations and warranties contained in subsections (a), (b) and (c) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to Section 5.13(a) shall be deemed to refer to the most recent update to Schedule 5.13(a) furnished pursuant to Section 6.02 and (3) the representations and warranties contained in the first and second sentences of Section 5.21 shall be deemed to refer to the most recent update to Schedule 5.13(a) furnished pursuant to Section 6.02.

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Schedule 5.21 furnished pursuant to Section 6.02(a)(i), and shall be true and correct in all material respects as of the effective date of such update.

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of such Credit Extension.

(c) Except with respect to any Credit Extension outstanding as of the date hereof, the Administrative Agent shall have received notice from the Borrower of the proposed Credit Extension.

Each Request for Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Loans) shall be subject to the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

Section 5.01. Existence, Qualification and Power. Borrower/Each Loan Party (a) is duly organized or formed and validly existing under the Laws of its jurisdiction of incorporation, organization or formation, and has the requisite corporate or other organizational authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business, and (c) is in good standing, as applicable, under the Laws of the jurisdiction of its incorporation and is duly qualified and is licensed and authorized to operate and conduct its business in the jurisdiction of its operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c) above, the Borrower/Each Loan Party is not required to be so qualified or licensed.

Section 5.02. Authorization; No Contravention. The execution, delivery and performance by Borrower/Each Loan Party of each Loan Document is duly authorized by all necessary corporate or other organizational action, and upon its execution and delivery, do not and will not (i) result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation of Borrower or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which Borrower or any of its Subsidiaries is a party.

Section 5.03. Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or not in connection with the execution and

delivery of, and the performance of ~~the Borrower's~~ each Loan Party's obligations under this Agreement or any other Loan Document, except in of the Credit Parties, and Borrower's SEC filings, and except where such approval, consent, exemption, authorization, action, notice or filing has to have a Material Adverse Effect.

Section 5.04. Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of ~~Borrower~~ each Loan Party that is party thereto; the enforceability of this obligation is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of such obligation, and no injunction or other equitable relief is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 5.05. Financial Statements; No Material Adverse Effect. (a) The Audited Financial Statements (i) were prepared in accordance with GAAP as expressly noted therein; (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date of the Audited Financial Statements; and (iii) show all material indebtedness as of the date thereof.

(b) The unaudited consolidated balance sheet of the Borrower and its Subsidiaries dated June 30, 2018, and the related consolidated statement of operations ended on that date (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise noted; and (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clause (ii), to the extent that the unaudited consolidated balance sheet and statement of operations sets forth all material indebtedness and other liabilities, direct or contingent, of the Borrower and its consolidated Subsidiaries as of the Closing Date. The Borrower filed with the SEC for the most recent fiscal quarter ended prior to the Closing Date.

(c) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

Section 5.06. Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) question the validity of this Agreement or any of its terms or (b) would reasonably be expected to have a Material Adverse Effect.

other Loan Document, or any of the Credit Extensions contemplated hereby, or (b) except as specifically disclosed in Schedule 5.06, either individually or in the aggregate, there has been no material adverse change in the status, or financial effect on any Borrower or Subsidiary thereof, of the matters described on Schedule 5.06.

Section 5.07. No Default. Neither Borrower nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation of the Borrower or any Subsidiary. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement.

Section 5.08. Ownership of Property; Liens. Borrower and each Subsidiary of Borrower has good record and marketable title in fee simple in all real property owned by it in its business, except for Permitted Liens and except for such defects in title as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All of the outstanding Equity Interests in each Subsidiary Guarantor have been validly issued, are fully paid, and are not subject to any Permitted Liens (other than Permitted Liens).

Section 5.09. Environmental Compliance. Except as set forth on Schedule 5.09, neither Borrower nor any Subsidiary (a) has received a written notice of potential Liability of Borrower or any Subsidiary which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; or (b) to its knowledge, has threatened or actual liability in connection with the Release or threatened Release of any Hazardous Materials into the environment that would reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, neither Borrower nor any Subsidiary is in violation of any applicable Environmental Law.

Section 5.10. Insurance. The Properties of the Borrower and the Properties of each of its Subsidiaries are insured with financially sound insurance companies with deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties.

Section 5.11. Taxes. The Borrower and each Subsidiary has filed all federal, state and other material tax returns and reports required by law, and has paid all federal, state and other material Taxes that have been levied or imposed upon the Borrower or a Subsidiary, as applicable, or their properties, in full.

by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and except, Material Adverse Effect. There is no proposed tax assessment against the Borrower or any Subsidiary that would reasonably be expected to have the principal purpose of which is to share tax liabilities.

Section 5.12. ERISA Compliance. (a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code, and the Pension Plan. Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan has been approved by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is pending before the Internal Revenue Service. To the best knowledge of the Borrower, nothing has occurred that would prevent or cause the loss of such letter issued by the Internal Revenue Service.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental entity that would constitute a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred, and neither the Borrower nor any ERISA Affiliate is aware of any fact, event or circumstance that would constitute an ERISA Event; (ii) the Borrower and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of which a determination of the PBGC has been applied for or obtained; (iii) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage for any Pension Plan known to the ERISA Affiliate knows of any facts or circumstances that would reasonably be expected to cause the funding target attainment percentage for a Pension Plan to fall below 90%; (iv) no ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which would be subject to Section 4069 or Section 4212(c) of ERISA; and (v) no Pension Plan has been terminated by the plan administrator, and no Pension Plan would reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

(d) Neither the Borrower nor any ERISA Affiliate maintains or contributes to, or has any unsatisfied obligation to contribute to, or is liable for, any Pension Plan on Schedule 5.12(d) hereto and (B) thereafter, Pension Plans not otherwise prohibited by this Agreement.

Section 5.13. Subsidiaries; Other Equity Investments. (a) Set forth on Schedule 5.13 is a complete and accurate list of all Subsidiaries, as of the ~~date of this Agreement~~ Second Amendment Effective Date and as updated in accordance with the terms of Section 6.02 hereof, including the names of the Borrower and any Subsidiary of the Borrower in each Subsidiary and Joint Venture/Unconsolidated Affiliate are validly issued, fully paid and non-assessable.

(b) Also set forth on Schedule 5.13 is a complete and accurate list of all Sponsored REITs of the Borrower or any Subsidiary of the Borrower, including the respective business forms and jurisdictions of organization. The Equity Interests owned by the Borrower or any Subsidiary of the Borrower in each Sponsored REIT are free and clear of all Liens other than Permitted Liens. ~~The representations with respect to Sponsored REITs are given as of the date of this Agreement.~~

Section 5.14. Margin Regulations; Investment Company Act. (a) The Borrower is not engaged, and will not engage, principally in the business of buying and selling securities for the purpose of purchasing or carrying margin stock, or extending credit for the purpose of purchasing or carrying margin stock.

(b) None of the Borrower nor any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1933.

Section 5.15. Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all material agreements, instruments, and other documents, in writing, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. No report, financial statement, or other information furnished by the Borrower to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement (including, without limitation, the information supplemented by other information so furnished) taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the information so furnished, in light of the circumstances under which it was made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith.

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(f) *Violations.* The Borrower has received no written notices of any violation of any applicable material Requirements with

Section 5.22. Anti-Corruption Laws. To the best of the Borrower's knowledge after due diligence, the Borrower and its Subsidiaries have 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other applicable jurisdictions and have instituted and maintained p

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by the Borrower, its Subsidiaries and, to the Borrower's knowledge, their respective directors, officers and employees.

Section 5.23. EEA Financial Institutions. None of the Borrower nor any Subsidiary Guarantor is an EEA Financial Institution.

Section 5.24. Plan Assets; Prohibited Transactions. Neither the Borrower nor any Subsidiary Guarantor is an entity deemed to hold "plan performance of the transactions contemplated under this Agreement, including the making of any Loan hereunder, will give rise to a non-exempt

Section 5.25. Collateral Documents. When executed and delivered in accordance with the terms hereof, the Pledge Agreement create to Permitted Liens) on all of the Collateral described therein which can be created under article 9 of the UCC in which any Loan Party has any, no other Liens except for Permitted Liens, and except as enforceability may be limited by Debtor Relief Laws and equitable principles. When organization and in each case, all applicable filing fees have been paid, the Liens created under the Pledge Agreement will constitute perfected the extent such security interests may be perfected by the filing of a UCC financing statement in such office.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder (other than any unasserted indemnification obligation) shall remain unpaid or unsat 6.02, and 6.03) cause each Subsidiary to:

Section 6.01. Financial Statements. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent (and A

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of Borrower, a consolidated balance statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative with GAAP, such consolidated statements to be audited and accompanied by a report and opinion of a Registered Public Accounting report and opinion shall be prepared in accordance with generally accepted auditing standards and

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applicable Securities Laws and shall not be subject to any "going concern" or like qualification or exception or any qualification or excep

(b) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal quarter, and the related consolidated statements of income or operations and cash flows for such fiscal quarter and for the portion 10-Q for such fiscal quarter, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous consolidated statements to be certified by the chief executive officer, chief financial officer, treasurer or controller of the Borrower as faithful of the Consolidated Parties in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available, but in any event within thirty (30) days of the filing thereof, executed copies of all federal income Protective Trust; and

(d) as soon as available, but in any event within twenty (20) days after the end of each calendar month (commencing with Reporting Package certified by a Responsible Officer.

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), a Compliance Certificate, as of the end of each such fiscal period, with the financial covenants contained in Section 7.11, and (B) stating that, to such extent as it is not prohibited by applicable law, the Borrower shall, as soon as practicable after the end of each such period, deliver to the Lenders an event of Default does exist, specifying the nature and extent thereof and what action the Borrower proposes to take with respect thereto and (

(i) an update to Schedule 5.21, which such update shall, in each case, be deemed to replace, amend and restate such update as of the end of each such applicable quarter;

(ii) an update to Schedule 5.13(a), which such update shall, in each case, be deemed to replace, amend and restate such update as of the end of each such applicable quarter;

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(b) promptly after any request by the Administrative Agent or any Lender, copies of any detailed audit reports, management board of directors) of the Borrower by independent accountants in connection with the accounts or books of the Borrower or any Subsidiary thereof;

(c) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication of the Borrower or any Subsidiary thereof, including annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC, and all other reports and documents required to be filed with the SEC, be delivered to the Administrative Agent pursuant hereto;

(d) promptly, and in any event within five (5) Business Days after receipt thereof by Borrower or any Subsidiary thereof, copies of all correspondence (including correspondence received from any governmental agency having jurisdiction over the Borrower or any Subsidiary thereof, including any governmental agency having applicable non-U.S. jurisdiction) concerning any investigation or possible investigation by such agency regarding financial or other operations of the Borrower or any Subsidiary thereof;

(e) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower or any Subsidiary thereof, including any REITs of the Borrower or any Subsidiary thereof, as the Administrative Agent may from time to time reasonably request; and

(f) promptly after requested, information and documentation reasonably requested by the Administrative Agent or any Lender, including any rules and regulations, including the USA Patriot Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to Section 6.01(a) or (b), Section 6.02 (c) and (d) or Section 6.15 (to the extent any such and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link the (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent); *provided that:* (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no right and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

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The Borrower hereby acknowledges that (a) the Administrative Agent, BMO and/or the Joint Lead Arrangers will make available to the Lenders (collectively, "*Borrower Materials*") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "*Platform*") and (b) the Borrower Materials constitute material non-public information (within the meaning of the United States federal securities laws) with respect to the Borrower or its Affiliates, or the Borrower's market-related activities with respect to such Persons' securities. The Administrative Agent, BMO, the Joint Lead Arrangers and each Lender shall not be deemed to contain material non-public information, unless the Borrower otherwise designates certain information as not containing any material non-public information on the first page thereof. The Borrower hereby agrees that by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Lenders to disseminate the Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States securities laws. If the Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07) and all Borrower Materials marked "PUBLIC" are permitted to be disseminated to the Lenders.

Administrative Agent and BMO agree to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a applicable Lender represents to the Borrower that it is not a Public Lender.

Section 6.03. Notices. Promptly notify the Administrative Agent:

- (a) of the occurrence of any Default known to Borrower;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect;
- (c) of the occurrence of an Internal Control Event;
- (d) of the occurrence of any ERISA Event;
- (e) of any material change in accounting policies or financial reporting practices by the Borrower or any Subsidiary; and
- (f) with respect to Sponsored REITs, Borrower shall provide the Administrative Agent with a copy of the applicable confide

Each notice pursuant to this Section 6.03 (other than Section 6.03(f)) shall be accompanied by a statement of a Responsible Officer of Borrower has taken and proposes to take with respect

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thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan C from the Borrower pursuant to this Section 6.03 to the Lenders.

Section 6.04. Payment of Taxes. Pay and discharge, or cause to be paid and discharged, as the same shall become due and payable a properties or assets, unless (i) the same are being contested in good faith by appropriate proceedings diligently conducted and adequate r (ii) failure to pay or discharge such items would not reasonably be expected to have a Material Adverse Effect.

Section 6.05. Preservation of Existence, Etc. (a) Preserve, renew and maintain or cause to be preserved, renewed and maintained and i the jurisdiction of each of their respective organization except in a transaction permitted by Section 7.04 or 7.05; (b) take all reasonable ac necessary or desirable in the normal conduct of its business and the business of its Subsidiaries, except to the extent that failure to do so w cause to be preserved and renewed all of its and it Subsidiaries' registered patents, trademarks, trade names and service marks, the non-prese

Section 6.06. Maintenance of Properties. (a) Maintain, preserve and protect, or cause to be maintained, preserved and protected, all of Subsidiaries' business in good working order and condition, ordinary wear and tear and insured fire or other casualty excepted; (b) make or ca the standard of care typical in the industry in the operation and maintenance of its facilities and those of its Subsidiaries, in each case, except w

Section 6.07. Maintenance of Insurance. Maintain or cause to be maintained with financially sound and reputable insurance companies r business and those of its Subsidiaries against loss or damage of the kinds customarily insured against by Persons engaged in the same c circumstances by such other Persons.

Section 6.08. Compliance with Laws. Comply or cause compliance in all material respects with the requirements of all Laws and all orde the business or properties of the Subsidiaries (including without limitation all Anti-Corruption Laws and Sanctions), except in such instances ir faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith would not reasonably be expected to have a Materia

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Section 6.09. Books and Records. Maintain or cause to be maintained proper books of record and account, in which full, true and co transactions and matters involving the assets and business of the Borrower or any Subsidiary, as the case may be.

Section 6.10. Inspection Rights. Permit representatives appointed by the Administrative Agent and each Lender, including, without limitation, its Subsidiaries' Properties and permit representatives appointed by Administrative Agent to examine its corporate, financial and operating records with its directors, officers, and independent public accountants, all at such reasonable times during normal business hours and as *however*, that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective or independent contractors) hours and without advance notice; and *provided further* that it shall not be a breach of this Section 6.10 if, (a) despite Borrowers' diligent Administrative Agent, or (b) despite Borrowers' diligent conduct a tenant at a Property does not permit the Administrative Agent to inspect such

Section 6.11. Use of Proceeds. Use the proceeds of the Credit Extensions solely for the following purposes: (a) to finance the acquisition of finance investments in Sponsored REITs, including without limitation loans to Sponsored REITs and the purchase of preferred stock in Sponsored business purposes, *provided, however* that no Credit Extensions shall be used to make Restricted Payments (except Restricted Payments that

~~**Section 6.12. Subsidiary Guarantors.** (a) If any Subsidiary incurs any Recourse Indebtedness (including, for the avoidance of doubt, an shall be required, as described in Section 6.12(b) below, to become a Subsidiary Guarantor and (ii) any Property owned by such Subsidiary Indebtedness is in effect. In no event shall a Sponsored REIT or (except as described in the preceding sentence) an Excluded Subsidiary be the meaning of Section 7701(a)(30) of the Code shall become a Subsidiary Guarantor pursuant to this Section 6.12(a) unless all Lenders comply with the Financial Covenants set forth in Section 7.11.~~

~~(b) If any Subsidiary shall be required~~ **Section 6.12. Subsidiary Guarantors: Collateral.** (a) At all times on and after the earlier Administrative Agent in its sole discretion) and (ii) the date that any Subsidiary Guarantees any Indebtedness under the Bank of America Loan I

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~~than, unless designated by the Borrower. Excluded Subsidiaries and Subsidiaries that are not "United States Persons" within the meaning of Borrower shall, within fifteen (15) Business Days of such Subsidiary incurring Recourse Indebtedness, (x) cause said Subsidiary to become a S in the form of Exhibit G attached hereto and (y) deliver to the Administrative Agent documents with respect to such Subsidiary Guarantor or Administrative Agent), all in form, content and scope similar to those provided with respect to the Borrower as of the Closing~~ **Second Amendmen**

~~(b) At all times on and after the earlier of (i) May 21, 2024 (or such later date (but not later than June 21, 2024) as may be agreed Indebtedness under the Bank of America Loan Documents or the Unsecured Notes Documents, (x) cause all of the issued and outstanding Equ of the Intercreditor Agreement, subject to a perfected Lien in favor of Administrative Agent to secure the Obligations in accordance with the te and delivered, to Administrative Agent such documents, agreements and instruments (including (A) a Pledge Agreement, (B) UCC searches, (C necessary, in Administrative Agent's reasonable discretion, to perfect the Lenders' security interest in the Collateral, and (D) documents with r 4.01(a) (unless waived by Administrative Agent)), and will take or cause to be taken such further actions that may be required by applicable terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to Party that owns any Collateral to execute and deliver to Administrative Agent a Grantor Joinder Agreement (as defined in the Intercreditor Agree~~

~~(c) Furnish to Administrative Agent at least ten (10) days' (or such later date as may be agreed by Administrative Agent in its s or formation of any Loan Party, (ii) the location of the chief executive office of Borrower or any Pledgor (as defined in the Pledge Agreement) financing statement becomes misleading or (iv) the Federal Taxpayer Identification Number or company organizational number of any Loan Par all filings have been made under the UCC or otherwise that are required in order for Administrative Agent to continue at all times following such~~

~~(ed) If (I) the equity interests~~ **Equity Interests** in a Subsidiary Guarantor are disposed of in a transaction permitted under this A Subsidiary qualifies as an Immaterial Subsidiary, ~~or (III) the Recourse Indebtedness causing a Subsidiary to become a Subsidiary~~

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~~Guarantor is satisfied in full or such Subsidiary is discharged from or is no longer liable for its obligations with respect to such Recourse. If Borrower (x) such Subsidiary shall be released as a Subsidiary Guarantor hereunder and under the applicable Guaranty, (y) the Liens in the related UCC financing statement shall be terminated or amended to reflect such release~~), in accordance with the following:

(i) ~~the~~ Borrower shall deliver to ~~the~~ Administrative Agent, not less than ~~ten (10)~~ five days prior to the requested release Exhibit J attached hereto (a "Request for Release"), together with (A) evidence, reasonably satisfactory to Administrative Agent (which may include) that (I) the equity interests in such Subsidiary Guarantor are disposed of in a transaction permitted under this Agreement, or (II) evidence dispose of) substantially all of its assets and qualifies as an Immaterial Subsidiary ~~or (III) the Recourse Indebtedness causing a default~~ discharged from or is no longer liable for its obligations with respect to such Recourse Indebtedness without having defaulted thereunder, as determined in the Officer's knowledge, immediately prior to such release and immediately following such release, no Default or Event of Default exists or will exist, satisfactory to Administrative Agent that any Liens on such Equity Interests securing the other Pari Passu Obligations have been, or will continue to be, released, and each Authorized Collateral Agent is authorized to cause the termination of the applicable UCC financing statements (or deletion of the applicable Collateral being released) of the UCC financing statements securing the Pari Passu Obligations; and

(ii) ~~The~~ Administrative Agent shall, from time to time, upon written request therefor given by Borrower, provide to Borrower the Equity Interests from the Collateral, and (y) a written confirmation of the release of the applicable Person as a Subsidiary Guarantor, as a Subsidiary Guarantor, provided that Borrower has complied with Section 6.12(e)(i) above; and

(iii) prior to or in connection with any such release, Borrower shall make any mandatory prepayment required by Section 6.18.

~~(d)~~ The Borrower shall at all times secure, and shall cause its Subsidiaries to secure, the Obligations equally and ratably with a pro rata share of the Indebtedness of such Person outstanding under or pursuant to any Material Credit Facility (and any Guarantee delivered in connection therewith) in the same form, including an intercreditor agreement, collateral agent agreement (or analogous

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provisions incorporated into this Agreement by amendment) and opinions of counsel to the Borrower and/or any such Subsidiary, as the case may be.

~~(e)~~ The Administrative Agent will provide notice to the Lenders of the addition or release of any Subsidiary Guarantor or any security interest.

Section 6.13. REIT Status. At all times comply with all applicable provisions of the Code necessary to allow Borrower to qualify for status as a REIT.

Section 6.14. Reserved.

Section 6.15. Material Contracts. Comply in all material respects with the terms and conditions of all Contractual Obligations including with respect to the Obligations (other than the Obligations of the Borrower or any Subsidiary) of at least \$20,000,000, within thirty (30) days after closing on (or if later, otherwise becoming liable or with respect to the Obligations of the Borrower or any Subsidiary) requirements applicable thereto.

Section 6.16. Further Assurances. At the cost and expense of Borrower and upon request of the Administrative Agent, duly execute and deliver, and cause to be done, all instruments, documents and certificates, and do and cause to be done such further acts that may be reasonably necessary or advisable in the furtherance of the purposes of this Agreement and the other Loan Documents and in order to perfect, maintain, protect and preserve the Liens and security interests in the collateral.

Section 6.17. Anti-Corruption Laws. Conduct its businesses in compliance with the United States Foreign Corrupt Practices Act of 1977, as amended, and in all other applicable jurisdictions and maintain policies and procedures designed to promote and achieve compliance with such laws.

Section 6.18. Prepayment of Material Credit Facilities. (a) If any Consolidated Party Disposes of any Property or other assets (other than the proceeds of the Bank of America Loan Documents) that results in the receipt by such Person of Net Cash Proceeds, prepay the respective obligations under the Bank of America Loan Documents and the Unsecured Notes Documents, promptly, and in any event by the time required under the Bank of America Loan Documents and the Unsecured Notes Documents.

(b) Upon the sale or issuance by any Consolidated Party of any of its Equity Interests (other than issuances of Equity Interests in connection with the Bank of America Loan Documents and the Unsecured Notes Documents)

Documents by the Applicable Sharing Percentage applicable to such obligations, promptly, and in any event by the time required under the Bank

ARTICLE VII

NEGATIVE COVENANTS

So long as any Loan or other Obligation hereunder (other than unasserted indemnification obligations) shall remain unpaid or unsatisfied

Section 7.01. Liens. Create, incur, assume or permit to exist any Lien with respect to any of its property, assets or revenues, whether now

Section 7.02. Investments. Make any Investments, except (subject to the additional limitations set forth in Section 7.18):

- (a) Investments in Projects Under Development, undeveloped land holdings, Joint Venture Projects and Joint Ventures, Securities
- (b) Investments held by the Borrower or any Subsidiary in the form of Cash Equivalents;
- (c) Investments by and among the Borrower and its Subsidiaries (including without limitation, any Excluded Subsidiary);
- (d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss sentence of Section 7.18(b);
- (e) Investments held by the Borrower or any Subsidiary in the form of acquiring, developing, maintaining and operating therewith);
- (f) Investments held by the Borrower or any Subsidiary in Sponsored REITs, including loans and mortgages to and purchases
- (g) Investments listed on Schedule 7.02(g).

Section 7.03. Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except (subject to the additional limitations set forth

- (a) Indebtedness under the Loan Documents;
- (b) Indebtedness under the Bank of America Loan Documents ~~and any extension, renewal or refinancing thereof;~~
- (c) [Reserved];
- (d) Indebtedness under the Unsecured Notes Documents ~~as of the Closing Date, and any extension, renewal or refinancing~~
- (e) any other Indebtedness (including, without limitation, Guarantees in respect of Indebtedness otherwise permitted by covenants set forth in Section 7.11 and, if applicable, Borrower complies with or causes compliance with Section 6.12 hereof; *provided*, obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a "margin obligation to make payments on outstanding transactions to the defaulting party.

Section 7.04. Fundamental Changes. Except as otherwise permitted under this Agreement, merge, dissolve, liquidate, consolidate with or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists

- (a) any Subsidiary may merge or consolidate with (i) the Borrower, or (ii) any one or more other Subsidiaries, *provided* that surviving Person and the Borrower shall continue to remain in compliance with Section 7.11;

(b) Any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower; provided that the Borrower shall continue to remain in compliance with Section 7.11;

(c) all or substantially all of the assets or all of the Equity Interests of a Subsidiary may be Disposed of to the extent such Disposition does not

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(d) Borrower or a Subsidiary may acquire a Sponsored REIT by merger or consolidation provided that Borrower is the surviving entity; provided that the Borrower shall continue to remain in compliance with Section 7.11.

Section 7.05. Dispositions. Make any Disposition ~~or enter into any agreement to make any Disposition~~, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of such replacement property; and

(c) Dispositions of property by any Subsidiary to Borrower (provided after such Disposition, Borrower remains in compliance with Section 7.11); and

(d) Dispositions permitted by Section 7.04(a) – (b); and

(e) Dispositions (including without limitation dispositions of Property and equity interests in Subsidiaries) to the extent that such Dispositions are in compliance with Section 7.11 hereof.

Section 7.06. Reserved.

Section 7.07. Change in Nature of Business. Engage in (or permit any other Subsidiary to engage in) any material line of business substantially different from the date hereof or any business substantially related or incidental thereto.

Section 7.08. Transactions with Affiliates. Permit to exist or enter into, any transaction (including the purchase, sale, lease or exchange of property), except (a) as set forth on Schedule 7.08 or (b) transactions not otherwise prohibited hereunder and consistent with past practices, upon fair market value being obtained in a comparable arm's length transaction with a Person that is not an Affiliate or (c) transactions not otherwise prohibited hereunder and consistent with past practices.

Section 7.09. Burdensome Agreements. Except in connection with any transaction not prohibited hereunder, enter into or permit any Subsidiary to enter into any agreement (including any Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to the Borrower or to otherwise transfer property to the Borrower, (ii) of any Subsidiary to become a Subsidiary Guarantor hereunder or (iii) of the Borrower or any Subsidiary to create, incur, assume or guarantee any obligation of such Person if a Lien is granted to secure another obligation of such Person; *provided*, that this Section 7.09 shall not apply to the extent necessary to comply with the Contractual Obligations of any type related to Indebtedness *provided* that such Indebtedness would not result in a breach of any of the financial covenants set forth in the Indenture or causes compliance with the provisions of Section 6.12 hereof, if applicable.

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Borrower, (ii) of any Subsidiary to become a Subsidiary Guarantor hereunder or (iii) of the Borrower or any Subsidiary to create, incur, assume or guarantee any obligation of such Person if a Lien is granted to secure another obligation of such Person; *provided*, that this Section 7.09 shall not apply to the extent necessary to comply with the Contractual Obligations of any type related to Indebtedness *provided* that such Indebtedness would not result in a breach of any of the financial covenants set forth in the Indenture or causes compliance with the provisions of Section 6.12 hereof, if applicable.

Section 7.10. Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, in connection with the offering of the Credit Extension or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

Section 7.11. Financial Covenants. Fail, at any time, to comply with any of the following financial covenants on a consolidated basis provided that such Indebtedness would not result in a breach of any of the financial covenants set forth in the Indenture or causes compliance with the provisions of Section 6.12 hereof, if applicable.

(a) **Minimum Tangible Net Worth.** Borrower shall maintain a Tangible Net Worth equal to or in excess of \$571,992,000, *provided* that such Indebtedness would not result in a breach of any of the financial covenants set forth in the Indenture or causes compliance with the provisions of Section 6.12 hereof, if applicable.

(b) *Maximum Leverage Ratio.* Borrower shall not permit the ratio of Total Indebtedness to Total Asset Value to exceed 0.65 to 1.0 commencing on the first day of the first fiscal quarter thereafter (each a "Leverage Increase Period").

(c) *Maximum Secured Leverage Ratio.* Borrower shall not permit the ratio of Total Secured Indebtedness (excluding the C

(d) *Minimum Fixed Charge Coverage Ratio.* Borrower shall not permit the ratio of Adjusted EBITDA to Fixed Charges to be

(e) *Maximum Unencumbered Leverage Ratio.* Borrower shall not permit the ratio of Unsecured Indebtedness to Unencumbered NOI to exceed 0.65 to 1.0 commencing on the first day of the first fiscal quarter thereafter.

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(f) *Minimum Unsecured Interest Coverage.* Borrower shall not permit the ratio of Unencumbered NOI to the Interest Expense to be less than 1.0 to 1.0. In calculating NOI for this covenant 7.11(f), items (a)-(d) of the definition of Net Operating Income shall be adjusted to (i) exclude the amount attributable to Properties owned less than a full fiscal quarter so that such amount is grossed up as if the Property had been owned for the full fiscal quarter;

(g) *Dividends and Distributions.* Borrower shall not make Restricted Payments and no Subsidiary shall make any Restricted Payments.

(i) each Subsidiary may make Restricted Payments to Borrower and any other Person that owns an Equity Interest in the Subsidiary in respect of which such Restricted Payment is being made;

(ii) each Consolidated Party may declare and make dividend payments or other distributions, and may make other Restricted Payments to the holders of its common Equity Interests in an amount not to exceed 10% of the Consolidated Party's net assets, in each case provided that such payments or distributions do not result in the Consolidated Party becoming insolvent or unable to pay its debts as they become due.

(iii) Borrower may make Restricted Payments to the holders of its common Equity Interests in an amount not to exceed 10% of the Borrower's net assets, provided, however, (x) to the extent an Event of Default has occurred and is continuing, such Restricted Payments shall be limited to the amount specified in Section 8.01(f) or 8.01(g) has occurred and is continuing or an Event of Default has occurred and continuing to the extent that Restricted Payments shall be permitted without the consent of the Required Lenders; and

(iv) Borrower may issue rights under any shareholder rights plan that the board of directors of Borrower may adopt and may amend, provided that the aggregate amount of such rights shall not exceed \$100,000 in the aggregate.

(h) *Maximum Secured Recourse Leverage Ratio.* Borrower shall not permit the ratio of Total Secured Indebtedness to Total Asset Value to exceed 0.65 to 1.0 commencing on the first day of the first fiscal quarter thereafter. In calculating the financial covenants pursuant to this Section 7.11, any obligations that are secured by Cash Collateral by Borrower shall not be included in the calculation.

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Section 7.12. Organizational Documents. Amend, modify, waive or change its Organization Documents in a manner materially adverse to the Borrower, which would be expected to have a Material Adverse Effect on the Borrower.

Section 7.13. Sanctions. Knowingly directly or indirectly use the proceeds of any Credit Extension, or lend, contribute or otherwise make available any activities of or business with any Designated Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of any Sanctions or Anti-Corruption Laws, which would result in a violation by any individual or entity party to this Agreement of Sanctions or Anti-Corruption Laws.

Section 7.14. Sale Leasebacks. Except as would not reasonably be expected to have a Material Adverse Effect, directly or indirectly, by the Borrower, an operating lease or a capital lease, of any property (whether real or personal or mixed), whether now owned or hereafter acquired, (a) which is

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any of the following shall constitute an Event of Default:

(a) **Non-Payment.** The Borrower or any other Loan Party fails to pay (i) within five (5) days after the same is required acceleration or otherwise, as to which such five (5) day period shall not apply), any amount of principal of any Loan, or (ii) within five stated maturity, by acceleration or otherwise, as to which such five (5) day period shall not apply), any interest on any Loan, or any fee same has become due and payable, any other amount payable hereunder or under any other Loan Document; or

(b) **Specific Covenants.** The Borrower fails to or fails to cause any Loan Party or Subsidiary to, perform or observe any 6.18 or Article VII; or

(c) **Other Defaults.** ~~Borrower~~Any Loan Party, fails to perform or observe any other covenant or agreement (not specified performed or observed and such failure continues for thirty (30) days after delivery of written notice thereof from Administrative Agent, p thirty (30) days through the exercise of reasonable diligence, if Borrower or the applicable Loan Party commences such cure within the of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure same, but in no event s

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(d) **Representations and Warranties.** Any representation or warranty made or deemed made by or on behalf of ~~Borrower~~ amendment or modification hereof or thereof, or in any report, certificate, financial statement or other document furnished by ~~Borrower~~ any amendment or modification hereof or thereof, shall be incorrect or misleading in any material respect when made or deemed made;

(e) **Cross-Default.** (i) The Borrower or any Subsidiary (A) fails to make any payment prior to the delinquency thereof (wh (and all required notices have been given and grace periods have elapsed) in respect of any Indebtedness or Guarantee (other th outstanding principal amount of more than the Threshold Amount, or (B) fails to observe or perform, beyond any applicable notice a Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficia such Indebtedness to be repurchased, prepaid, defeased or redeemed prior to its stated maturity, or such Guarantee to become pay periods have lapsed, other than due to the voluntary act of Borrower or any Subsidiary not constituting a default under such Indebtedn or a change of control of or the sale of any equity interest in any Subsidiary, so long as such Indebtedness or Guarantee is repaid in f under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under s in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Subsidi are Affected Transactions (as so defined) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary Contract is governed by a master agreement, an Early Termination Date (as so defined) has been designated in respect of all trans America Loan Documents or the Unsecured Notes Documents shall occur and be continuing; or

(f) **Insolvency Proceedings, Etc.** Borrower or any Subsidiary Guarantor institutes or consents to the institution of any p applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or

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similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitat Guarantor and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Reli property is instituted without the consent of Borrower or such Subsidiary Guarantor and continues undismissed or unstayed for 60 caler

(g) *Inability to Pay Debts; Attachment.* (i) Borrower or any Subsidiary Guarantor becomes unable or admits in writing attachment or execution or similar process is issued or levied against all or any material part of the property of Borrower or any Subsidiary

(h) *Judgments.* There is entered against Borrower or any Subsidiary Guarantor (i) a final judgment or order for the payment of independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments or orders having a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order judgment, by reason of a pending appeal or otherwise, is not in effect or during which such judgment is not discharged or vacated; or

(i) *ERISA.* (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or would result in the termination of Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$25,000,000, or (ii) the Lender, in any period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of \$25,000,000;

(j) *Invalidity of Loan Documents.* Any Loan Document, at any time after its execution and delivery and for any reason other than the expiration of its term, is revoked, terminated, canceled or rescinded, without the prior written approval of Administrative Agent; or Borrower or any Subsidiary Guarantor has canceled, revoke or rescind any of the Loan Documents; or

(k) *Change of Control.* There occurs any Change of Control; or

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(l) *Collateral Documents.* Any Collateral Document shall for any reason fail to create a valid and perfected security interest in the collateral securing the Loans or (ii) as a result of the release of such security interest in accordance with the terms of any Loan Document.

Section 8.02. Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of the Lender,

- (a) declare the commitment, if any, of each Lender to make Loans to be terminated, whereupon such commitments, if any, shall be terminated;
- (b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and
- (c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents; *provided, however,* that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower or any Subsidiary Guarantor, the make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall be payable to the Lender.

Section 8.03. Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically terminated or the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall be payable to the Lender) received on account of the Obligations shall, subject to the provisions of Section 2.18 and the Intercreditor Agreement, be applied by the Administrative Agent

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and expenses payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest on the Loans) payable to the Lenders (including fees and time charges for attorneys who may be employees of any Lender) and amounts payable under Article III), ratably to them;

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Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations, ratably to them;

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ADMINISTRATIVE AGENT

(a) Each of the Lenders hereby irrevocably appoints Bank of Montreal to act on its behalf as the Administrative Agent hereunder on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together solely for the benefit of the Administrative Agent, the Lenders, and Borrower shall not have rights as a third-party beneficiary of any

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herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for, any writing (including any electronic message, Internet or intranet website posting or other distribution) reasonably believed by it to be genuine and the Administrative Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper Person hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume the truth of any notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts).

Section 9.05. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereby delegated to it by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers and shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities as Administrative Agent.

Section 9.06. Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth in Section 9.01. If no such successor Administrative Agent has been appointed by the Required Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with the terms of this Agreement. The retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed and (2) notwithstanding anything to the contrary in any of the other Loan Documents, all payments, communications and determinations shall continue to be made by, to or through the Administrative Agent until such time as a successor Administrative Agent is appointed.

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provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders have appointed a successor Administrative Agent. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to all of the duties and responsibilities of the retiring Administrative Agent and "collateral agent" described in Section 9.01, and the retiring Administrative Agent shall be discharged from all of its obligations hereunder and under the other Loan Documents, the provisions of this Article and Section 9.01 shall not apply to the retiring Administrative Agent. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.01 shall not apply to the retiring Administrative Agent and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring Administrative Agent continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any connection with transferring the agency to any successor Administrative Agent.

Section 9.07. Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance on any credit analysis or information provided by the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, made its own credit analysis and decision to enter into this Agreement and any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.08. No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Bookrunner(s), Joint Lead Arranger(s), or any other Person hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as agent of the Administrative Agent.

Section 9.09. Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration of the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise;

- (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and any other amounts necessary or advisable in order to have

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the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursement of counsel and all other amounts due the Lenders and the Administrative Agent under Section 10.04) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized. Administrative Agent shall consent to the making of such payments directly to the Lenders to pay to the Administrative Agent any amount due Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of the Lenders any obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.10. ~~Release of Subsidiary Guarantors. The Collateral and Guaranty Matters. Each of the~~ Lenders irrevocably authorize ~~the Ad~~

(a) to execute the Intercreditor Agreement on behalf of the Lenders;

(b) to release any Subsidiary Guarantor to the extent such release is requested by Borrower in accordance the provisions set forth in Section 6.12(c) (as reasonably determined by the Lenders granted to Administrative Agent); Upon request by the by any Loan Party on any Collateral permitted hereunder, or (iii) as required to effect any sale or other disposition of such Collateral in connection with any exercise of the Administrative Agent's authority to grant releases pursuant to this Section 9.10. Further, the Administrative Agent is hereby authorized by the Lenders, upon request by the Lenders, to accept any release (including any release acceptable to the Administrative Agent) evidencing such release pursuant to Section 8.02; and

(c) to release any Guarantor from its obligations under the Subsidiary Guaranty if such Person ceases to be required to be a Guarantor;

Section 9.11. *Certain ERISA Matters.* (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto

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Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Borrower or any Subsidiary Guarantor, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more ERISA plans in connection with the performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions concerning certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house administration of and performance of the Loans, the Commitments and this Agreement),

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part I of PTE 84-14) on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entity managing such Lender's investment fund satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion,

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, for the benefit of, the Administrative Agent, each Joint Lead Arranger, and their respective Agent, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any other agreement or arrangement),

MISCELLANEOUS

Section 10.01. Amendments, Etc. Subject to Section 3.03(b), no amendment or waiver of any provision of this Agreement or any other unless in writing signed by the Required Lenders and the Borrower and acknowledged by the Administrative Agent, and each such waiver or consent *provided, however*, that no such amendment, waiver or consent shall:

- (a) waive any condition set forth in Section 4.01(a) without the written consent of each Lender;
- (b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02);
- (c) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of any other Loan Document or amend the

- (d) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or any other amounts payable hereunder affected thereby; *provided, however*, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Debt" or (ii) to amend the definition of "Debt" to include any such amounts;
- (e) change Section 2.14 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby with respect to any such amounts;
- (f) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the manner in which the Required Lenders shall share in the payments required hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;
- (g) contractually subordinate in right of payment the Obligations hereunder to any other Indebtedness or other obligations of the Company or any Subsidiary;
- (h) release, or have the effect of releasing, all or substantially all of the Subsidiary Guarantors from their obligations under the Guaranty;
- (i) subordinate the Liens upon the Collateral or release, or have the effect of releasing, all or substantially all of the Collateral to any other Indebtedness or other obligations of the Company or any Subsidiary;
- (j) change the definition of "Applicable Sharing Percentage" or "Initial Sharing Percentage" without the written consent of the Required Lenders;

and, *provided further*, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lender, be made to any of the terms, conditions or covenants of this Loan Agreement or any other Loan Document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent to this Loan Agreement or any other Loan Document by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than the Defaulting Lender. Notwithstanding anything to the contrary herein, no Lender or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of all Lenders or each affected Lender.

Section 10.02. Notices; Effectiveness; Electronic Communication.

(a) **Notices Generally.** Except in the case of notices and other communications expressly permitted to be given by telephone (as herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in the Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given on the next Business Day). Communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in subsection (b).

(b) **Electronic Communications.** Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article 10 under such Article by electronic communication. The Administrative Agent or the Borrower may each, in its discretion, agree to accept notices delivered by electronic communication, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given on the next Business Day), and (ii) notices or communications permitted to be given by electronic communication shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given on the next Business Day). If a notice or communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

email or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) **The Platform.** THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED IN THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS OR THE PLATFORM, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN NO EVENT SHALL THE AGENT PARTIES BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES), MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent, the Borrower, any Lender or any other Person be liable for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) resulting from the use of the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such liability is imposed by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided that the Administrative Agent, the Borrower, any Lender or any other Person shall not be liable for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) **Change of Address, Etc.** Each of the Borrower and the Administrative Agent may change its address, facsimile, or telephone number for notices and other communications hereunder by notice to the Borrower or the Administrative Agent. The Administrative Agent shall maintain on record (i) an effective address, contact name, telephone number, facsimile number or electronic mail address for each Lender, and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Lender to appear on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and purposes of United States Federal or state securities laws.

(e) **Reliance by Administrative Agent and Lenders.** The Administrative Agent and the Lenders shall be entitled to rely and act upon the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any of the other notices or communications permitted to be given by electronic communication.

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(determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, *provided* that the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.13(d).

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(d) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable law, the Borrower shall not assert, and shall not seek to recover, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for damages for materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee.

(e) *Payments.* All amounts due under this Section shall be payable not later than ten Business Days after written demand therefor.

(f) *Survival.* The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, and all the other Obligations.

Section 10.05. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender in payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or annulled by a court of competent jurisdiction or ordered to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or other insolvency law, the payment or the proceeds shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and the obligation to pay the same shall be satisfied by the Administrative Agent, plus interest thereon from the date of such payment or the proceeds from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligation.

Section 10.06. Successors and Assigns.

(a) *Successors and Assigns Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, including without limitation, the Administrative Agent and the Lenders. The Administrative Agent and the Lenders may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent; provided, however, that the Administrative Agent may assign or otherwise transfer its obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance

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with the provisions of subsection (b) of this Section, (iii) by way of participation in accordance with the provisions of subsection (c) of this Section, or (iv) to an assignee in accordance with the provisions of subsection (d) of this Section. Any assignment or transfer in violation of the foregoing shall be null and void. The provisions of this Section shall not apply to the assignment or transfer of the Administrative Agent's obligations hereunder.

(b) *Assignments by Lenders.* Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations hereunder (including its obligations to the Borrower) in connection with the Loans made or to be made by the Lender; *provided* that any such assignment shall be subject to the following conditions:

(i) *Minimum Amounts.* (A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment to the Borrower, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for the purposes of this subsection shall be the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption is made, or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000 (and in the case of an assignment to a single Eligible Assignee, the aggregate amount of the Commitment shall not be less than \$5,000,000) as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed), and the Borrower's Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and its affiliates) shall not be less than \$5,000,000, whether such minimum amount has been met.

Section 10.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, subject to the Intercreditor Agreement, each time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable law, to set off and apply a at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any Borrower may be contingent or unmatuured or are owed to a branch or office of such Lender different from the branch or office holding such dep exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in a such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) th reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative

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provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.09. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or a interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that e exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Adminir by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntar unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.10. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto) and all such counterparts together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties to this Agreement, whether oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective upon the date the last party to execute it has executed it. All counterparts shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of one or more counterparts shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.11. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any inaccuracy or misstatement in any such representation or warranty, such representations and warranties shall remain in full effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.12. Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with a provision that is as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate the remaining provisions of this Agreement and the other Loan Documents.

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Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by C shall be deemed to be in effect only to the extent not so limited.

Section 10.13. Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay a Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, or if any other circumstance exists hereunder that gives the Borrower the right

notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee shall be the Borrower or its Affiliates).

- (a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);
- (b) such Lender shall have received payment of an amount equal to 100% of the outstanding principal of its Loans, accrued interest and fees (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) and the prepayment fee shall be payable in connection with any such payment;
- (c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required by law for compensation or payments thereafter; and
- (d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the assignment or delegation is not required to apply.

Section 10.14. Governing Law; Jurisdiction; Etc.

- (a) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE OBLIGATIONS LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO NEW YORK'S PRINCIPLES OF CONFLICTS OF LAW).
- (b) **SUBMISSION TO JURISDICTION.** THE BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS AFFILIATES, TO THE JURISDICTION OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT MAY HAVE TO BRING AN ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY BORROWER OR ITS PROPERTIES.

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COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT MAY HAVE TO BRING AN ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY BORROWER OR ITS PROPERTIES.

- (c) **WAIVER OF VENUE.** THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

- (d) **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

Section 10.15. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THE PARTIES.

Section 10.16. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including the Loan Documents), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services provided by the Administrative Agent and the Joint Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Joint Lenders, on the other hand; and (B) the Administrative Agent and the Joint Lenders are not acting in a fiduciary capacity in connection with the transactions contemplated hereby.

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[remainder of page left intentionally blank – signature pages, exhibits]

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

BORROWER:

FRANKLIN STREET F
a Maryland corpora

By: _____
Name: _____
Title: _____

[Signature Page to Second Amended and Restated Credit Agreement (Fra

LENDERS/AGENT:

BANK OF MONTREAL
capacity as Admini

By: _____
Name: Lk
Title: Mi

[Signature Page to Second Amended and Restated Credit Agreement (Fra

PNC BANK, NATIONAL

By: _____
Name: _____
Title: _____

[Signature Page to Second Amended and Restated Credit Agreement (Fra

CAPITAL ONE BANK,

By: _____
Name: _____
Title: _____

[Signature Page to Second Amended and Restated Credit Agreement (Fra

REGIONS FINANCIAL

By: _____
Name: _____
Title: _____

[Signature Page to Second Amended and Restated Credit Agreement (Fra

U.S. BANK NATIONAL

By: _____
Name: _____
Title: _____

[Signature Page to Second Amended and Restated Credit Agreement (Fra

BRANCH BANKING A

By: _____
Name: _____

[Signature Page to Second Amended and Restated Credit Agreement (Fra

Schedule 2.01

Commitments and Applicable Percentages

Lender	Term B Loan Commitment	
Bank of Montreal	\$19,553,872.05	
PNC Bank, National Association	\$19,553,872.05	
Capital One, National Association	\$15,643,097.64	
Regions Bank	\$15,643,097.64	
U.S. Bank National Association	\$9,776,936.02	
Truist Bank as successor by merger to Branch Banking and Trust	\$5,866,161.61	
Total	\$86,037,037.00	

SCHEDULE 5.13

SUBSIDIARIES; OTHER EQUITY INVESTMEN

Part (a). Subsidiaries.

	NAME	
1.	FSP 1001 17th Street LLC	Limited Liability C
2.	FSP 121 South Eighth Street LLC	Limited Liability C
3.	FSP 1999 Broadway LLC	Limited Liability C
4.	FSP 303 EWD LLC	Limited Liability C
5.	FSP 600 17th Street LLC	Limited Liability C
6.	FSP 801 Marquette Avenue LLC	Limited Liability C
7.	FSP Addison Circle Corp.	Corporation
8.	FSP Addison Circle Limited Partnership	Limited Partnersh
9.	FSP Addison Circle LLC	Limited Liability C
10.	FSP Blue Lagoon Drive Corp.	Corporation
11.	FSP Blue Lagoon Drive LLC	Limited Liability C
12.	FSP Collins Crossing Corp.	Corporation
13.	FSP Collins Crossing Limited Partnership	Limited Partnersh
14.	FSP Collins Crossing LLC	Limited Liability C
15.	FSP Eldridge Green Corp.	Corporation
16.	FSP Eldridge Green Limited Partnership	Limited Partnersh
17.	FSP Eldridge Green LLC	Limited Liability C

18.	FSP Forest Park IV LLC	Limited Liability C
19.	FSP Forest Park IV NC Limited Partnership	Limited Partners
20.	FSP GB LLC	Limited Liability C
21.	FSP Greenwood Plaza Corp.	Corporation
22.	FSP Holdings LLC	Limited Liability C
23.	FSP Innsbrook Corp.	Corporation
24.	FSP Investments LLC	Limited Liability C
25.	FSP Legacy Tennyson Center LLC	Limited Liability C
26.	FSP Liberty Plaza Limited Partnership	Limited Partners
27.	FSP One Legacy Circle LLC	Limited Liability C
28.	FSP Park Ten Development Corp.	Corporation
29.	FSP Park Ten Development LLC	Limited Liability C
30.	FSP Park Ten Limited Partnership	Limited Partners
31.	FSP Park Ten LLC	Limited Liability C
32.	FSP Park Ten Phase II Limited Partnership	Limited Partners
33.	FSP Pershing Park Plaza LLC	Limited Liability C

	NAME	
34.	FSP Plaza Seven LLC	Limited Liability C
35.	FSP Property Management LLC	Limited Liability C
36.	FSP Protective TRS Corp.	Corporation
37.	FSP REIT Protective Trust	Trust
38.	FSP Westchase LLC	Limited Liability C

Part (b). Sponsored REITs

	SPONSORED REIT NAME	
1	FSP Monument Circle Corp	Corporation
2	FSP Monument Circle LLC	Limited Liability C

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SCHEDULE 5.21

ELIGIBLE UNENCUMBERED PROPERTY POOL PRO

	PROPERTY NAME / FEE OWNER	CITY	STATE	TYPE
1.	FSP Park Ten / FSP Park Ten Limited Partnership	Houston	TX	Office
2.	FSP Addison Circle / FSP Addison Circle Limited Partnership	Addison	TX	Office

3.	FSP Innsbrook / FSP Innsbrook Corp.	Glen Allen	VA	Office
4.	FSP Eldridge Green / FSP Eldridge Green Limited Partnership	Houston	TX	Office
5.	FSP Greenwood Plaza / FSP Greenwood Plaza Corp.	Englewood	CO	Office
6.	FSP Park Ten Phase II / FSP Park Ten Phase II Limited Partnership	Houston	TX	Office
7.	FSP Liberty Plaza / FSP Liberty Plaza Limited Partnership	Addison	TX	Office
8.	FSP 121 South 8th Street / FSP 121 South Eighth Street LLC	Minneapolis	MN	Office
9.	FSP 801 Marquette Avenue / FSP 121 South Eighth Street LLC	Minneapolis	MN	Office
10.	FSP Legacy Tennyson Center / FSP Legacy Tennyson Center LLC	Plano	TX	Office
11.	FSP Westchase / FSP Westchase LLC	Houston	TX	Office
12.	FSP 1999 Broadway / FSP 1999 Broadway LLC	Denver	CO	Office
13.	FSP 1001 17th Street / FSP 1001 17th Street LLC	Denver	CO	Office
14.	FSP Plaza Seven / FSP Plaza Seven LLC	Minneapolis	MN	Office
15.	FSP Pershing Park Plaza / FSP Pershing Park Plaza LLC	Atlanta	GA	Office
16.	FSP 600 17th Street / FSP 600 17th Street LLC	Denver	CO	Office

SCHEDULE 10.02

**ADMINISTRATIVE AGENT'S OFFICE;
CERTAIN ADDRESSES FOR NOTICES**

BORROWER:

[*****]

[*****]

Attention: Chief Financial Officer

Telephone: [*****]

Electronic Mail: [*****]

www.fspreit.com

With an electronic mail copy to: [*****]

With a copy to:

Foley & Lardner LLP

[*****]

[*****]

Attention: Jamie N. Class, Esq.

Telephone: [*****]

Electronic Mail: jclass@foley.com

[Administrative Agent address on following page]

ADMINISTRATIVE AGENT:

Administrative Agent's Office
(for payments and Requests for Borrowings):

Bank of Montreal

[*****]

[*****]

[*****]

Attn: Edward Andjulis

Telephone: [*****]

Electronic Mail: [*****]

Administrative Agent's Closing Contact

Bank of Montreal

[*****]

[*****]

[*****]

Attn: Alicia Garcia

Telephone: [*****]

Electronic Mail: [*****].com

Other Notices as Administrative Agent:

Bank of Montreal

[*****]

[*****]

[*****]

Attn: Darin Mainquist

Telephone: [*****]

Electronic Mail: [*****]

LENDERS:

Bank of Montreal

[*****]

[*****]

[*****]

Attn: Darin Mainquist

Telephone: [*****]

Electronic Mail: [*****].com

PNC Bank, National Association

[*****]

[*****]

Attn: Shari Reams-Henofer
Telephone: [*****]
Electronic Mail: [*****]

Capital One Bank, National Association
[*****]
[*****]
Attn: Peter Ilovic
Telephone: [*****]
Electronic Mail: [*****]

Regions Bank
[*****]
[*****]
Attn: Walter E. Rivadeneira
Telephone: [*****]
Electronic Mail: [*****]

U.S. Bank National Association
[*****]
[*****]
[*****]
Attn: Matthew A. Howe
Telephone: [*****]
Electronic Mail: [*****]

Branch Banking and Trust Company
[*****]
[*****]
[*****]
Attn: Mark Edwards
Telephone: [*****]
Electronic Mail: [*****]

EXHIBITE
FORM OF COMPLIANCE CERTIFICATE

To: Bank of Montreal, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of September 27, 2018 (as amended or modified from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Franklin Street Properties Corp. (the "Borrower"), the Lender

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the _____
to the Administrative Agent on the behalf of the Borrower, and that:

[Use following paragraph1 for fiscal **year-end** financial s

1. The Borrower has delivered the year-end audited financial statements required by Section6.01(a) of the Agreement for the fi:
independent certified public accountant required by such section.

[Use following paragraph1 for fiscal **quarter-end** financia

1. The Borrower has delivered the unaudited financial statements required by Section6.01(b) of the Agreement for the fiscal qu:
material respects, the financial condition, results of operations and cash flows of the Consolidated Parties in accordance with GAAP as at suc
footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made unde
the Borrower during the accounting period covered by such financial statements.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned witi
its Obligations under the Loan Documents, and

[select one:]

[to the knowledge of the undersigned, during such fiscal period no Default or Event of Default has occurred and is continuing

Exhibit E
Form of Compliance Certificate

--or--

[to the knowledge of the undersigned, during such fiscal period the following Defaults and Events of Default exist:1]

4. Except as noted below, the representations and warranties of the Borrower contained in ArticleV of the Agreement are true a
representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and (b
Section5.05 refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section6.01; and (ii) the represen
5.13(a) furnished pursuant to Section 6.02(a)(ii), and are true and correct in all material respects as of the effective date of such update, and (i
refer to the most recent update to Schedule 5.21 furnished pursuant to Section 6.02(a)(i), and are true and correct in all material respects as of

Exceptions: []

5. The financial covenant analyses and information set forth on Schedule1 attached hereto are true and accurate in all material re:

6. The updates to Schedules 5.21 and 5.13(a) attached hereto and the list of all Projects Under Development attached hereto are

[SIGNATURE PAGE TO BE ATTACHED.]

1 Specify nature and extent thereof and what action Borrower proposes to take with respect thereto.

Exhibit E
Form of Compliance Certificate

SCHEDULE 1
Franklin Street Properties Corp.
Financial Covenants
[Date]

(in thousands, except percentages and ratios)

1. Maximum Leverage Ratio

Total IndebtednessTotal

Not to exceed 60%.

Total Asset Value2

Unencumbered Asset Value (see Schedule A)

Encumbered Asset Value (see Schedule B)

Unrestricted Cash

Cash Equivalents

Book value of unimproved land holdings

Book value of construction in progress

Carrying value of performing mortgage loans

Assets Held for Syndication

Mortgage Loan Receivable

Investment in Sponsored REITs

Total Asset Value

to the extent the aggregate of Investments in Projects under Development, undeveloped land holdings, Joint Venture Projects and Joint V REITS) would exceed 10% of Total Asset Value, such aggregate excess shall be excluded.

Total Indebtedness

Revolver Loan Balance

Term Loan Balance

Derivative Termination Value

Secured Debt

Other Indebtedness

Exclude Hedge Ineffectiveness

Consolidated Parties' Equity Percentage
of Indebtedness of Unconsolidated Affiliates

Total Indebtedness

2. Maximum Secured Leverage Ratio

Total Secured Indebtedness of the
Consolidated Parties

Total Asset Value

% of Total Secured Indebtedness over Total Asset Value

Maximum % of Total Secured Indebtedness not to exceed 30% of Total Asset Value

3. Minimum Fixed Charge Coverage Ratio

		Adjusted EBITDA	Fixed
Minimum 1.25:1	\$		

4. Maximum Unencumbered Leverage Ratio

	Unsecured Indebtedness	Unen As

Not to exceed 60%.

5. Minimum Unsecured Interest Coverage

Equal to 1.25:1 or more

6. Minimum Tangible Net Worth³

Total Assets, less:

(a) Book Value of Intangible Assets

(b) Write-up of book value subsequent to Balance Sheet date

(c) Subscriptions Receivable

(d) Derivative assets

Total Liabilities (excluding derivative liabilities)

Tangible Net Worth

Required Net Worth

Required as of 9/30/21 (\$571,992,000)

Equity Offering after 9/30/21 (add 75% of net proceeds from equity offerings)

Required Net Worth

7. Distributions

Actual Distributions

Maximum Distributions not to exceed the greater of (A)

\$0.01 per common share per fiscal quarter and

(B) REIT Qualifying Distributions;

³Total Assets and Total Liabilities shall also exclude an asset or liability created by Hedge Ineffectiveness and the Swap Termination Value.

8. Maximum Secured Recourse Leverage Ratio

Total Secured Indebtedness of the Consolidated

Parties that is Recourse Indebtedness

Total Asset Value

% of Total Secured Indebtedness that is Recourse Indebtedness over Total

Asset Value

Maximum % of Secured Recourse Indebtedness not to exceed 1% of Total Asset Value

Franklin Street Properties Corp.
Financial Covenants
[Date]

Schedule A

Unencumbered Asset Value

Date

Quarterly NOI

\$

x 4

Annual NOI

\$

x 4

Acquisition costs of new properties (for first 4 quarters)

Unencumbered Asset Value

4 6.75% for CBD or Urban Infill Property/7.5% for Suburban Property

Schedule B

Encumbered Asset Value

Date

Quarterly NOI

\$

x 4

Annual NOI

\$

x 4

Acquisition costs of new properties (for first 4 quarters)

Encumbered Asset Value

§ 6.75% for CBD or Urban Infill Property/7.5% for Suburban Property

Franklin Street Properties Corp.
Consolidated Balance Sheets

(Audited/Unaudited)

[Date]

[To be inserted]

Franklin Street Properties Corp.

Consolidated Statement of Income

(Audited/Unaudited)

[Date]

EBITDA

Net Income

Non-recurring/Extraordinary /GOS/Acq Cost

Interest including deferred financing costs

Taxes

Depreciation & Amortization

Amortization of leases (in revenue)

Pro Rata Share Unconsolidated Affiliates

Hedge ineffectiveness

EBITDA

Capital Item allowance (\$.30 sf/year)

Adjusted EBITDA

Franklin Street Properties Corp.

Financial Covenants

Quarterly Debt Service

[Date]

Interest Expense

Franklin Street Properties Corp.

Property NOI

[Date]

Name

City

State

	Unencumbered NOI
	Property NOI for the quarter
	Less: Capital Item allowance (\$.30 sf/year, including acquisitions)
	Less: NOI from assets sold and projects under development
(a)	Adjustment for management fees to 3%
	Subtotal before gross-up of partial quarter acquisitions
	Gross up for current quarter
	Property NOI for the quarter
	Less: New acquisitions (if less than 4 quarters)
	Less: Capital Item allowance (\$.30 sf/year, including acquisitions)
	Less: NOI from assets sold and projects under development
(a)	Adjustment for management fees to 3%
	NOI for Unencumbered Asset Value calculation
	Cap rate per loan agreement
	Value of the Properties:
	Calculated above
	Acquisitions at cost
	Unencumbered Asset Value
	Encumbered NOI
(a)	NOI is net of actual management fees paid, adjustment is to (increase)/decrease fees to 3% level

6 6.75% for CBD or Urban Infill Property/7.5% for Suburban Property

Franklin Street Properties Corp.
Management Fee Calculation
 _____ [Date]
 9 Months

Calculation:
 Total rental revenue for 10-Q/10-K

Excluded revenues:		
Termination Fees		
Amort - Favorable lease		
Lease Induce/Rent reduct		
FASB 13 Revenue		
Management fee & interest income		
Revenue from sold properties		
Total excluded revenues		
Gross revenues	\$	\$
3% of Gross Revenues	\$	\$
Less Actual management fees charged:		
Adjustment required	\$	\$

7 To be adjusted as appropriate to determine management fees for the quarter.

Franklin Street Properties Corp.
REIT Qualifying Distributions

, 20

Total Income for REIT test
Less Gain on Sale of Real Estate
Less SAR Return of Capital - Gain
Taxable Expenses (Operating Estimate)
Section 1231 Loss Recapture
Other Tax to Book Diff {Positive = income, () = expense}
Depreciation Expense (based on estimate)

2. *No Setoff or Deductions; Taxes; Payments.* Each Guarantor shall to the extent permitted by applicable Laws make all payments of any Indemnified Taxes. If, however, applicable Laws require any Guarantor to withhold or deduct any Taxes, such Taxes shall be with the information and documentation to be delivered pursuant to the Agreement. To the extent that the withholding or deduction is in accordance with Section 3.01 of the Agreement so that after any required withholding or deduction a Credit Party receives an amount it has been made. The obligations of each Guarantor under this paragraph shall survive the payment in full of the Guaranteed Obligations and

3. *Rights of Credit Parties.* Each Guarantor consents and agrees that Administrative Agent (for the benefit of Credit Parties) may, at its demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment or manner of sale thereof as Credit Parties in their sole discretion may determine; and (d) release or substitute one or more of any encumbrances. In the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary from the discharge of such Guarantor.

4. *Certain Waivers.* Each Guarantor waives to the fullest extent permitted by law (a) any defense arising by reason of any act or omission whatsoever (including any act or omission of any Credit Party) of the liability of Borrower; (b) any defense based on any claim that

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such Guarantor's obligations exceed or are more burdensome than those of Borrower; (c) the benefit of any statute of limitations affecting Credit Parties to proceed against Borrower, proceed against or exhaust any security for the Guaranteed Obligations, or pursue any other remedy based upon the doctrines of marshalling of assets or of election of remedies; (e) any benefit of and any right to participate in any proceeding in any circumstance related to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of such Guarantor afforded by applicable law limiting the liability of or exonerating guarantors or sureties, other than the defense that the Guaranteed Obligations

Each Guarantor expressly waives all presentments, demands for payment or performance, notices of nonpayment or nonperformance or any other notice of any nature whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or validity of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense. Each Guarantor irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

5. *Obligations Independent.* The obligations of each Guarantor hereunder are those of primary obligor, and not merely those of a guarantor, and a separate action may be brought against any Guarantor to enforce this Guaranty whether or not Borrower or any other Guarantor

6. *Subrogation.* No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar right. If any Guaranteed Obligations and any amounts payable under this Guaranty have been indefeasibly paid and performed in full and any commitments of Credit Parties terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for Credit Parties) to reduce the amount of the Guaranteed Obligations, whether matured or unmatured.

7. *Termination; Reinstatement.* This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations now existing and

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released in accordance with the Agreement, remain in full force and effect until all Guaranteed Obligations and any other amounts payable by or for Borrower or facilities provided by Credit Parties with respect to the Guaranteed Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall remain in full force and effect if any payment or discharge on behalf of Borrower or any Guarantor is made, or any Credit Party exercises its right of setoff, in respect of the Guaranteed Obligations, which is invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Credit Parties) to be paid or discharged, or any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred or such release occurred. This Guaranty shall be released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this

8. **Subordination.** Each Guarantor hereby subordinates the payment of all obligations and indebtedness of Borrower or obligation of Borrower to such Guarantor as subrogee of any Credit Party or resulting from such Guarantor's performance under the continuance of an Event of Default under the Agreement, any such obligation or indebtedness of Borrower to any Guarantor shall be for the benefit of Credit Parties) and the proceeds thereof shall be paid over to Administrative Agent (for the benefit of Credit Parties) on account of such Guarantor under this Guaranty.

9. **Stay of Acceleration.** In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed by Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by Administrative Agent.

10. **Expenses.** Each Guarantor shall pay on demand all out-of-pocket expenses (including reasonable attorneys' fees and other Credit Party's rights under this Guaranty or in respect of the Guaranteed Obligations, including any incurred during any "workout" or protection or enforcement of any rights of Credit Parties in any proceeding under any Debtor Relief Laws. The obligations of each Guarantor shall terminate upon termination of this Guaranty.

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11. **Miscellaneous.** Administrative Agent's books and records showing the amount of the Guaranteed Obligations shall be conclusive, absent manifest error, for the purpose of establishing the amount of the Guaranteed Obligations. No provision of this Guaranty by Administrative Agent (with approval of the Required Lenders or all Lenders to the extent required under the Agreement) and each remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder constitute a waiver of any other remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or in equity. The unenforceability of any other provision herein. Unless otherwise agreed by Administrative Agent and Guarantors in writing, this Guaranty is not intended to be for the benefit of any Credit Party or any term or provision thereof. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement.

12. **Condition of Borrower.** Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate knowledge of, the financial condition, business and operations of Borrower and any such other guarantor as such Guarantor requires, and that Credit Parties shall be entitled to such Guarantor any information relating to the business, operations or financial condition of Borrower or any other guarantor (the guarantor's obligation to provide the same).

13. **Setoff.** If an Event of Default has occurred and is continuing and if and to the extent any payment is not made when due, each Guarantor shall be entitled to set off and apply against any or all of each Guarantor's accounts or deposits with such Credit Party or their respective Affiliates any amount so due against any or all of each Guarantor's accounts or deposits with such Credit Party or their respective Affiliates.

14. **Representations and Warranties.** Each Guarantor represents and warrants that (a) it is organized and resident in the jurisdiction of its organization and has full capacity and right to make and perform this Guaranty, and all necessary authority has been obtained in accordance with its terms; (d) the making, existence, and performance of this Guaranty does not and will not violate the provisions of any applicable law or require any consent under, any material agreement, instrument, or document to which it is a party or by which it or any of its Affiliates is bound, and filings and registrations with, any governmental authority.

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required under applicable law and regulations for the making and performance of this Guaranty have been obtained or made and are in full compliance with applicable law and regulations.

15. **GOVERNING LAW; Assignment; Jurisdiction; Notices.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Guaranty shall (a) bind each Guarantor and its successors and assigns, provided that such Guarantor may not assign its rights or obligations hereunder without such consent shall be void), and (b) inure to the benefit of Credit Parties and their successors and assigns. The Guarantors hereby submit to the exclusive jurisdiction of any United States Federal or State court sitting in the State of New York, City of New York in any action or proceeding brought by any Credit Party in connection with such Guaranty or any defense asserting an inconvenient forum in connection therewith. Service of process by any Credit Party in connection with such Guaranty or certified mail at its address specified below or such other address as from time to time notified by such Guarantor. Each Guarantor

16. **WAIVER OF JURY TRIAL; FINAL AGREEMENT.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH GUARANTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT AGREEMENTS BETWEEN THE PARTIES.

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THIS PLEDGE AGREEMENT, dated as of [●], 2024 (as the same may be amended, restated, supplemented or otherwise signatory hereto as a "Pledgor" (the "***Initial Pledgors***"), and certain other Subsidiaries of Borrower (as defined below) from time to time party to this Agreement, and each of such Subsidiary are individually referred to herein as a "***Pledgor***" and collectively as the "***Pledgors***", and BANK OF MONTREAL, as Administrative Agent, are hereby made a part of this Agreement (collectively, the "***Agreement***").

WHEREAS, **FRANKLIN STREET PROPERTIES CORP.**, a Maryland corporation ("***Borrower***"), each lender from time to time, and the parties hereto, have entered into a certain Second Amended and Restated Credit Agreement dated as of September 27, 2018, as amended by the First Amendment to Second Amended and Restated Credit Agreement dated as of February [], 2024 (as amended, the "***Agreements***"), and the parties hereto, have entered into the ***Agreements***, documents and instruments executed and/or delivered pursuant thereto or in connection therewith, including, without limitation, the ***Agreements***, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations to be made by the

WHEREAS, each of the Pledgors is willing to pledge the capital stock, membership interests or partnership interests in certain () for the Obligations pursuant to the terms of this Pledge Agreement:

WHEREAS, additional Subsidiaries of Borrower may become Pledgors under this Pledge Agreement by executing and delivering **Exhibit A** hereto (each such supplement, a **"Pledge Supplement"**) setting forth certain Subsidiaries of Borrower (the **"Supplemental Pledged**

EXHIBIT G
(Form of Subsidiary Guaranty)

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit agreements described hereinabove or otherwise) heretofore, now or hereafter made to or for the benefit of any Pledgor pursuant to any Loan hereby acknowledged, the Pledgors and Administrative Agent hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined. Words and phrases shall include any other gender as the context may require), and the following term shall have the following meaning:

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York, a mandatory provisions of law, any or all of the attachment, perfection or priority of Administrative Agent 's and the Credit Parties' security in jurisdiction other than the State of New York, the term **"UCC"** shall mean the Uniform Commercial Code as in effect in such other jurisdiction purposes of definitions related to such provisions. Any and all terms used in this Pledge Agreement which are defined in the UCC shall be construed in accordance with the UCC, unless otherwise defined herein.

SECTION 2. Pledge. Each Pledgor hereby pledges to Administrative Agent, for the benefit of Administrative Agent and the other Credit Parties, a security interest in, the collateral described in **subsections (a) through (e)** below (collectively, the **"Pledged Collateral"**):

(a) (i) All of the capital stock, now or at any time or times hereafter, owned directly by such Pledgor, in the Pledged Subsidiaries (such capital stock being identified on **Schedule I** attached hereto or on any **Schedule I** attached to any applicable Pledge Supplement or Pledge Amendment), the certificates representing shares of the stock of such Pledged Subsidiaries now or hereafter held in the name of such Pledgor (all of said capital stock, options to exercise of such options or warrants or other rights being hereinafter collectively referred to as the **"Pledged Stock"**), herewith, or if **Exhibit C** attached hereto and made a part hereof (the **"Powers"**) duly executed in blank, and all distributions, dividends, cash, interest receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Stock;

(ii) All additional shares of capital stock of the Pledged Subsidiaries described in **Section 2(a)(i)** above from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of such shares; delivered to Administrative Agent indorsed in blank or accompanied by appropriate instruments of transfer duly executed in blank, representing such additional shares (any such additional shares shall constitute part of the Pledge **Schedule I** hereto or any **Schedule I** to any applicable Pledge Supplement or Pledge Amendment to reflect such additional shares of capital stock, general intangibles and other rights and options from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Stock;

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received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares;

(b) (i) All of the membership interests, now or at any time or times hereafter, owned directly by such Pledgor, in the Pledged Subsidiaries (such membership interests being identified on **Schedule I** attached hereto or on any **Schedule I** attached to any applicable Pledge Supplement or Pledge Amendment), all of the right, title and interest of such Pledgor in, to and under its respective percentage interest, shares or units as a result of such membership interests, including, but not limited to, all contract rights relating to such membership interests, whether now existing or hereafter arising, and all options and warrants or other rights for the purchase of membership interests, whether now existing or hereafter arising, and all distributions, dividends, cash, instruments, interest receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Membership Interests; or accompanied by appropriate instruments of transfer duly executed in blank, and all distributions, dividends, cash, instruments, interest receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Membership Interests;

(ii) Any additional membership interests in the Pledged Subsidiaries described in **Section 2(b)(i)** above from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of such shares; delivered to Administrative Agent indorsed in blank or accompanied by appropriate instruments of transfer duly executed in blank, representing such additional membership interests in Pledged Subsidiaries (any such additional interests shall constitute part of the Pledge **Schedule I** hereto or any **Schedule I** to any applicable Pledge Supplement or Pledge Amendment from time to time to reflect such additional membership interests, general intangibles and other rights and options from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Membership Interests, certificates, units, options or warrants from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Membership Interests, certificates, units, options or warrants

(c) (i) All of the partnership interests, now or at any time or times hereafter, owned directly by such Pledgor, in and to the Pledged Partnerships identified on **Schedule I** attached hereto or on **Schedule I** to any applicable Pledge Supplement or Pledge Amendment), the property (and any, to participate in the management of such Pledged Subsidiaries, all rights, privileges, authority and

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powers of such Pledgor as owner or holder of its partnership interests in such Pledged Subsidiaries, including, but not limited to, all partnership interests of such Pledgor as owner or holder of its partnership interests in such Pledged Subsidiaries, including, without limitation, the purchase of any partnership interests in such Pledged Subsidiaries, all documents and certificates representing or evidencing such Pledged Partnership Interests, the profits and losses of such Pledged Subsidiaries and such Pledgor's right as a partner of such Pledged Subsidiaries to receive distributions of such Pledgor's right, title and interest to receive payments of principal and interest on any loans and/or other extensions of credit made by such Pledged Subsidiaries, investment property, general intangibles and other property from time to time received, receivable or otherwise distributed by such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries (as the same may be amended, modified or restated from time to time, the "**Partnership Agreements**"); to any of the foregoing (all of the foregoing being referred to collectively as the "**Pledged Partnership Interests**");

(ii) Any additional partnership interests in the Pledged Subsidiaries described in **Section 2(c)(i)** above from time to time shall be added to the Pledged Partnership Interests, and Administrative Agent is irrevocably authorized to unilaterally amend **Schedule I** hereto or any **Schedule I** to add any additional interests), and all options, warrants, distributions, dividends, cash, instruments, investment property, general intangibles and other property from time to time received, receivable or otherwise distributed by such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries (as the same may be amended, modified or restated from time to time, the "**Partnership Agreements**"); to any of the foregoing (all of the foregoing being referred to collectively as the "**Pledged Partnership Interests**");

(d) The property and interests in property described in **Section 4** below; and

(e) All proceeds of the collateral described in **subsections (a) through (d)** above.

SECTION 3. Security for Obligations; Delivery of Pledged Collateral. The Pledged Collateral secures the prompt payment, performance and satisfaction of the obligations of the Pledgor hereunder, and hereafter becomes evidenced by certificates or instruments, all such certificates and instruments shall, subject to the Intercreditor Agreement attached hereto and thereto, together with appropriate signed Powers and other endorsements in form and substance reasonably acceptable to Administrative Agent, be delivered to Administrative Agent.

SECTION 4. Pledged Collateral Adjustments. If, during the term of this Pledge Agreement:

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(a) Any stock dividend, reclassification, readjustment or other change is declared or made in the organizational type of any Pledged Subsidiary, or

(b) Any subscription warrants or any other rights or options shall be issued in connection with the Pledged Collateral, then all new, substituted and additional membership or partnership interests, certificates, shares, warrants, rights, options, investment property and other property from time to time received, receivable or otherwise distributed by such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries (as the same may be amended, modified or restated from time to time, the "**Partnership Agreements**"); to any of the foregoing (all of the foregoing being referred to collectively as the "**Pledged Partnership Interests**");

SECTION 5. Subsequent Changes Affecting Pledged Collateral. Each Pledgor represents and warrants that it has made its own investigation of the Pledged Collateral (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, cash distributions or other distributions, receivable or otherwise distributed by such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or relating to such Pledged Subsidiaries (as the same may be amended, modified or restated from time to time, the "**Partnership Agreements**"); to any of the foregoing (all of the foregoing being referred to collectively as the "**Pledged Partnership Interests**");

certificate its equity interests constituting Pledged Collateral or make an election under Article 8 of the UCC to treat its equity interest delivered to Administrative Agent, together with an endorsement in blank;

(h) Each Pledgor will permit Administrative Agent from time to time to cause the appropriate issuers (and, if held with a investment property not represented by certificates which are Pledged Collateral to mark their books and records with the numbers and

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such uncertificated securities or other types of investment property not represented by certificates and all rollovers and replacements th Each Pledgor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Pledged Collateral and (ii) ; Agent to have and retain control (for purposes of the UCC) over such securities or other investment property. Without limiting the foreg securities intermediary, cause such securities intermediary to enter into a control agreement with Administrative Agent in form and subs

(i) Except as otherwise permitted by the terms of the Loan Documents, each Pledgor will not (i) permit or suffer any issu joint venture or limited liability company constituting Pledged Collateral over which it has voting control to dissolve, liquidate, retire an merge or consolidate with any other entity, or (ii) vote any of the instruments, securities or other investment property in favor of any of th

(j) Each Pledgor will permit any registerable Pledged Collateral to be registered in the name of Administrative Agent or its cases to the provisions of **Section 10** below;

(k) Each Pledgor agrees that it will not (i) except as otherwise permitted by the Loan Documents, sell or otherwise dispo consent of Administrative Agent, or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except that secure Pari Passu Obligations; and

(l) No Pledgor will permit any Pledged Subsidiary to agree that its membership interests are securities governed by / Administrative Agent to grant Administrative Agent control of such securities.

SECTION 8.Voting Rights.

(a) During the term of this Pledge Agreement, and except as provided in this **Section 8** below, each Pledgor shall hav Interests on all governing questions in a manner not inconsistent in any material respect with the terms of this Pledge Agreement or a which are limited liability companies or partnerships, respectively.

(b) Subject in all respects to the provisions of the Intercreditor Agreement:

(i) After the occurrence and during the continuance of an Event of Default, Administrative Agent or Administrative Age from Administrative Agent to the Pledgors, (A) exercise all voting powers pertaining to the Pledged Collateral, including the right

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and all of the Pledged Subsidiaries which are limited liability companies or partnerships, respectively, and as such (x) exercise other membership rights to the applicable Pledged Collateral and (y) exercise, or direct any Pledgor as to the exercise of a pertaining to the applicable Pledged Collateral, as if Administrative Agent were the absolute owner thereof, all without liability e exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure so to do or delay in Administrative Agent or, at Administrative Agent 's option, to Administrative Agent 's nominee; and

(ii) After an Event of Default is cured or waived, such Pledgor will have the right to exercise the voting and rights, power Pledge Agreement prior to the occurrence of any such Event of Default.

SECTION 9. Dividends and Other Distributions.

(a) So long as no Event of Default has occurred and is continuing:

(i) Each Pledgor shall be entitled to receive and retain any and all dividends, cash distributions and interest paid in Documents; and

(ii) Administrative Agent shall execute and deliver (or cause to be executed and delivered) to each Pledgor all such pr such Pledgor to receive the dividends or interest payments which it is authorized to receive and retain pursuant to **clause (i)** ab

(b) After the occurrence and during the continuance of an Event of Default:

(i) Except as otherwise permitted pursuant to the terms of the Credit Agreement, all rights of the Pledgors to receive th and retain pursuant to **Section 9(a)(i)** hereof shall, cease, and all such rights shall, subject in all respects to the provisions of Administrative Agent and the Credit Parties, which shall thereupon have the sole right to receive and hold as Pledged Collateral

(ii) All dividends, distributions and interest payments which are received by any Pledgor contrary to the provisions of **cla** shall be received in trust for Administrative Agent, for the benefit of Administrative Agent and the Credit Parties, shall be segre as Pledged Collateral in the same form as so received (with any necessary endorsements).

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The Pledgors will reimburse Administrative Agent and/or the Credit Parties for all expenses incurred by Administrative Agent and/or the Credit Parties in accordance with **Section 10.04** of the Credit Agreement.

SECTION 10. Remedies. Subject in all respects to the provisions of the Intercreditor Agreement:

(a) Administrative Agent shall have, in addition to any other rights given under this Pledge Agreement or by law, all of the r the occurrence and during the continuance of an Event of Default and subject to any notice requirements expressly set forth herein transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exercise all votir distributions made thereon, and to otherwise act with respect to the Pledged Collateral as though Administrative Agent were the outrig and, in the case of a partnership, a partner thereof), each Pledgor hereby irrevocably constituting and appointing Administrative Agent *however*, that Administrative Agent shall have no duty to exercise any such right or to preserve the same and shall not be liable for continuance of an Event of Default and subject to any notice requirements expressly set forth herein, Administrative Agent shall hav requirements. With respect to the Pledged Collateral or any part thereof which shall then be in or shall thereafter come into the poss ability to transfer under applicable law, Administrative Agent may, in its sole discretion, without notice except as specified below, after th at any exchange, broker's board or at public or private sale, in one or more sales or lots, at such price as Administrative Agent may de purchaser of any or all of the Pledged Collateral so sold shall thereafter own the same, absolutely free from any claim, encumbrance o name, or in the name of a designee or nominee, buy the Pledged Collateral at any public sale and, if permitted by applicable law, b Administrative Agent all reasonable expenses (including the fees, charges and disbursements of any counsel for Administrative Agent, all in accordance with **Section 10.04** of the Credit Agreement. Administrative Agent agrees to distribute any proceeds of the sale of the deficiency following the sale of the Pledged Collateral.

(b) Administrative Agent will give the applicable Pledgor reasonable notice of the time and place of any public sale thereof the Pledged Collateral conducted in conformity with reasonable commercial practices of Lenders, commercial finance companies, Collateral shall be deemed to be commercially reasonable. Notwithstanding any provision to the contrary contained herein, each Pled such Pledgor as provided in **Section 22** below at least ten (10) days

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before the time of the sale or disposition. Any other requirement of notice, demand or advertisement for sale is waived, to the extent per

(c) In view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale the occurrence and during the continuation of an Event of Default, Administrative Agent may, from time to time, attempt to sell all o prospective purchasers to those who are qualified and will represent and agree that they are purchasing for investment only and not fo any part of it, from a limited number of investors deemed by Administrative Agent, in its reasonable judgment, to be financially re acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public to have been made in a commercially reasonable manner. Administrative Agent shall be under no obligation to delay a sale of any of t securities for public sale under federal or state securities laws, even if such issuer would agree to do so.

(d) All proceeds of the sale of the Pledged Collateral received by Administrative Agent hereunder shall be applied by Admi in accordance with this Pledge Agreement and the Credit Agreement.

SECTION 11. Administrative Agent Appointed Attorney in Fact. Each Pledgor hereby appoints Administrative Agent its attorney; Intercreditor Agreement and this Pledge Agreement, in the name of such Pledgor or otherwise, from time to time in Administrative Agent 's sole action and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Pledge Agreement, payable to such Pledgor representing any dividend, distribution, interest payment or other distribution in respect of the Pledged Collateral or a part of the Pledged Collateral on the books of the Pledged Subsidiaries to the name of Administrative Agent or Administrative Agent 's nominee.

SECTION 12. Waivers.

(a) Each Pledgor waives presentment and demand for payment of any of the Obligations, protest and notice of dishonor, and shall not otherwise be entitled except as otherwise expressly provided herein or in the applicable Loan Document.

(b) Each Pledgor understands and agrees that its obligations and liabilities under this Pledge Agreement shall remain in full force and effect with respect to the Obligations by trustee sale or any other reason impairing the right of any Pledgor, Administrative Agent or any of the Credit Parties to the Pledgor's property. Each Pledgor agrees that all of its obligations under this Pledge Agreement shall remain in full force and effect with

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rights against any Pledged Subsidiary may be impaired, destroyed or otherwise affected by reason of any action or inaction on the part of the Pledgor.

(c) Each Pledgor hereby expressly waives the benefits of any law in any jurisdiction purporting to allow a guarantor or pledgor to disavow its obligations on the date of the guaranty or pledge.

SECTION 13. Term. This Pledge Agreement shall remain in full force and effect with respect to each Pledgor until the earliest of (a) the expiration or termination of all Letters of Credit (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Issuer shall have been made), (b) solely with respect to such Pledgor (but not any other Pledgor) and the Pledged Collateral of such Pledgor, if such Pledgor is no longer a party to the Credit Agreement, in accordance with the terms of the Credit Agreement, at which point this Pledge Agreement shall (solely with respect to such Pledgor, in the provisions of this Pledge Agreement that expressly survive the termination hereof), or (c) as otherwise specified in Section 9.10 of the Credit Agreement. Administrative Agent agrees to execute and deliver such documents as are reasonably requested in accordance with the terms of the Credit Agreement at such Pledgor's sole cost and expense.

SECTION 14. Successors and Assigns. This Pledge Agreement shall be binding upon and inure to the benefit of each Pledgor and its successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of the Pledgor.

SECTION 15. GOVERNING LAW. THIS PLEDGE AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS TO WHICH THE PARTIES HAVE AGREED OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 16. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION; VENUE; SERVICE OF PROCESS.

(A) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY COURT OF LAW OR EQUITY IN CONNECTION WITH ANY DISPUTE OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS PLEDGE AGREEMENT.

PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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(B) BORROWER AND EACH OTHER PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT V DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ADMINISTRATIVE , ANY WAY RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN T UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREC TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PR THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES T CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROV ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING REL/ ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(C) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED F AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPL

(D) THE PROVISIONS OF THIS SECTION HAVE BEEN CONSIDERED BY EACH OF THE PLEDGORS AND ADMINIS THE LEGAL CONSEQUENCES THEREOF, AND SHALL SURVIVE THE PAYMENT OF ALL AMOUNTS PAYABLE HEREUNDER OR UNDER

SECTION 17. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Pledg Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring

SECTION 18. Severability. Whenever possible, each provision of this Pledge Agreement shall be interpreted in such manner as be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity Agreement.

SECTION 19. Further Assurances. Each Pledgor agrees that it will cooperate with Administrative Agent and will execute and de documents, and will take all such other actions, including, without limitation, the execution and filing of financing statements (and each Pledgor I

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Administrative Agent to file any such financing statements), as Administrative Agent may reasonably deem necessary from time to time in order

SECTION 20. Administrative Agent 's Duty of Care. Administrative Agent shall not be liable for any acts, omissions, errors of ju with respect to the Pledged Collateral, except for those arising out of or in connection with Administrative Agent's gross negligence or willful mis Without limiting the generality of the foregoing, Administrative Agent shall be under no obligation to take any steps necessary to preserve rig incurred in connection therewith shall be for the sole account of the Pledgors, and shall constitute part of the Obligations secured hereby.

SECTION 21. Notices. All notices and other communications provided for hereunder shall be delivered in the manner set forth in

SECTION 22. Amendments, Waivers and Consents. This Pledge Agreement may not be amended except in a writing signe Agreement.

SECTION 23. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any v

Common Collateral to the Authorized Collateral Agent (as defined in the Intercreditor Agreement), in the event such Person is not Administrative Agent, the delivery of such Collateral to the Authorized Collateral Agent, acting as a gratuitous bailee, shall be deemed satisfied by the delivery to such Authorized Collateral Agent, acting as a gratuitous bailee, of the documents and instruments described in the Schedule of Collateral.

[The remainder of this page is intentionally blank.
Signature pages follow.]

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IN WITNESS WHEREOF, the Pledgors and Administrative Agent have executed this Pledge Agreement as of the date set forth below.

PLEDGORS:
[INSERT NAME OF PLEDGORS]

By: _____
Name: _____
Title: _____

Address for Notices: _____
Address: _____

Attention: _____
Telecopier: () _____

[Signature Page to Pledge Agreement]

AGREED AND ACKNOWLEDGED:

PLEDGED SUBSIDIARY:
[INSERT NAME OF ISSUING ENTITY]

By: _____
Name: _____
Title: _____

[Signature Page to Pledge Agreement]

BANK OF MONTREAL,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Pledge Agreement]

SCHEDULE I
to
PLEDGE AGREEMENT
PLEDGED SUBSIDIARIES
Pledged Stock

Pledgor	Record Holder	Pledged Subsidiary	Cert. No.

Pledged Membership Interests

Pledgor	Pledged Subsidiary

Pledged Partnership Interests

Pledgor	Pledged Subsidiary

SCHEDULE II
to
PLEDGE AGREEMENT
TYPES OF ENTITY, JURISDICTION OF

Pledgor	Type of Entity	Jurisdiction of Organi

PRIOR NAMES OF PLEDGORS

DURING LAST FIVE YEARS

Pledgor	Prior Name

EXHIBIT A

to

PLEDGE AGREEMENT

FORM OF PLEDGE SUPPLEMENT

SUPPLEMENT NO. ____ dated as of ____, 20__ (this "**Supplement**") to the PLEDGE AGREEMENT dated as time to time, the "**Pledge Agreement**"), among certain Subsidiaries of Borrower from time to time signatory thereto (each as a "**Pledgor**", and of the Credit Parties (in such capacity, the "**Administrative Agent**").

Reference is made to the Second Amended and Restated Credit Agreement dated as of September 27, 2018, as amended by 10, 2023, and as further amended by that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of Febru "**Credit Agreement**"), entered into among FRANKLIN STREET PROPERTIES CORP., a Maryland corporation ("**Borrower**"), each lender from thereto.

Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Pledge Agreement

The undersigned Subsidiary of Borrower (the "**New Pledgor**") is executing this Supplement in accordance with the requirement Agreement in consideration for Loans previously made to, or issued for the account of, Borrower.

Accordingly, Administrative Agent and the New Pledgor agree as follows:

SECTION 1. In accordance with Section 26 of the Pledge Agreement, the New Pledgor by its signature below becomes a Pledgor and the New Pledgor hereby agrees (a) to all the terms and provisions of the Pledge Agreement applicable to it as a Pledgor thereunder thereunder are true and correct on and as of the date hereof except for representations and warranties which by their express terms refer to performance in full of the Obligations, does hereby create and grant to Administrative Agent, its successors and assigns, a security interest in defined in the Pledge Agreement) of the New Pledgor. Each reference to a "Pledgor" or the "Pledgors" in the Pledge Agreement shall be deemed

SECTION 2. The New Pledgor represents and warrants to Administrative Agent that this Supplement has been duly authorized against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting Credit Pa

SECTION 3.This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of whi when Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New F facsimile transmission or pdf shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4.The New Pledgor hereby represents and warrants that set forth on **Schedule I** attached hereto is a true and correc

SECTION 5.Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 6.If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or fut which are valid.

SECTION 7.All communications and notices hereunder shall be in writing and given as provided in the Pledge Agreement. All forth under its signature below.

SECTION 8.The New Pledgor agrees to reimburse Administrative Agent for its reasonable out-of-pocket expenses in conn counsel for Administrative Agent in accordance with *Section 10.04* of the Credit Agreement.

IN WITNESS WHEREOF, the New Pledgor and Administrative Agent have duly executed this Supplement as of the day and ye.

[NEW PLEDGOR]
By: _____
Name: _____
Title: _____
Address: _____

Attention: _____
Telecopier: (_____

BANK OF AMERICA/
as Administrative Ag
By: _____
Name: _____
Title: _____

Pledged Stock

<u>Pledgor</u>	<u>Record Holder</u>	<u>Pledged Subsidiary</u>	<u>Certificate Number</u>
Pledged Membership Interests			
<u>Pledgor</u>		<u>Pledged Subsidiary</u>	
Pledged Partnership Interests			
<u>Pledgor</u>		<u>Pledged Subsidiary</u>	

EXHIBIT B
to
PLEDGE AGREEMENT

FORM OF PLEDGE AMENDMENT

Reference is hereby made to the Pledge Agreement (as the same may be amended, restated, supplemented or otherwise _____ (the "**Pledgor**"), certain other Subsidiaries of Borrower from time to time signatory thereto and Bank of Montreal, as Admini whereby the Pledgor has pledged certain capital stock, membership interests and partnership interests, as applicable, of certain Subsidiaries more fully described in the Pledge Agreement. This Amendment is a "Pledge Amendment" as defined in the Pledge Agreement and is, togethe the terms and provisions of the Pledge Agreement. Capitalized terms used herein and not defined herein shall have the meanings given to them

By its execution below, the Pledgor hereby agrees that (i) the [capital stock of the corporation(s)] [membership interests of the] shall be pledged to Administrative Agent as additional collateral pursuant to *Section 2[(a)(b)(c))(ii)* of the Pledge Agreement, (ii) such property sl under the Pledge Agreement and be a part of the Pledged Collateral pursuant to *Section 2* of the Pledge Agreement, and (iii) each such [corp Pledged Subsidiary for purposes of the Pledge Agreement.

By its execution below, the Pledgor represents and warrants that it has full power and authority to execute this Pledge Amend are true and correct in all respects as of the date hereof and after taking into account the pledge of the additional [Pledged Stock] [Pledged I amended and modified hereby, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Pledgor has executed and delivered this Pledge Amendment as of this ____ day of _____

[PLEDGOR]
By: _____
Name: _____
Title: _____

Schedule I

to

Pledge Amendment

Pledged Stock

Pledgor

Record Holder

Pledged
Subsidiary

Certificate
Number

Pledged Membership Interests

Pledgor

Pledged Subsidiary

Pledged Partnership Interests

Pledgor

Pledged Subsidiary

ACKNOWLEDGMENT

TO

PLEDGE AMENDMENT

The undersigned hereby acknowledges receipt of a copy of the foregoing Pledge Amendment, agrees promptly upon the request of the Lender to execute any further documents and agrees that after the occurrence and during the continuance of an Event of Default it will comply with instructions originated by the Lender to deliver to the Lender or its nominee any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Collateral in the name of the Lender or its nominee.

[NAME(S) OF ADDITIONAL
SUBSIDIARY(IES)]

By: _____
Name:
Title:

EXHIBIT C

to

PLEDGE AGREEMENT

FORM OF STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to _____ represented by Certificate No. _____ (the "**Stock**"), standing in the name of the undersigned on the books of said corporation and does hereby irrevocably and lawfully attorney, for it and in its name and stead, to sell, assign and transfer all or any of the Stock, and for that purpose to make and execute all such documents and instruments as may be required with like full power, hereby ratifying and confirming all that said attorney or substitute or substitutes shall lawfully do by virtue hereof.

Dated: _____

[PLEDGOR]

By: _____

Name: _____

Title: _____

EXHIBIT J

FORM OF REQUEST FOR RELEASE

To: Bank of Montreal, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of September 27, 2018 (as amended or modified from time to time, the "**Agreement**," the terms defined therein being used herein as therein defined), among Franklin Street Properties Corp. (the "**Borrower**"), the Lender

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the _____ Request for Release (this "Request") to the Administrative Agent on the behalf of the Borrower, and hereby requests, pursuant to Section 6.12 of the Agreement, the release of the Guarantors under the Agreement and such Responsible Officer hereby certifies that:

1. Attached hereto as Schedule I is evidence that [the equity interests in such Subsidiary Guarantor has been disposed of in a transaction permitted under the Agreement][such Subsidiary Guarantor has disposed of (or will dispose of substantially all of its assets in a liquidation or dissolution) as an Immaterial Subsidiary].
2. To such Responsible Officer's knowledge, immediately prior to such release and immediately following such release, no Default or Event of Default has occurred or is continuing.
3. Attached hereto as Schedule II is evidence that any Liens on such Equity Interests securing the other Pari Passu Obligations of the Borrower have been released.

[SIGNATURE PAGE TO BE ATTACHED.]

ACKNOWLEDGMENT OF RELEASE

To: Franklin Street Properties Corp., as Borrower

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of September 27, 2018 (as amended, the "Agreement," the terms defined therein being used herein as therein defined), among Franklin Street Properties Corp. (the "Borrower"), the Borrower's Subsidiary Guarantors (the "Guarantors"), and the Administrative Agent (the "Agent"), as the Authorized Collateral Agent.

The undersigned Administrative Agent, subject to and in reliance on the representations made by the Borrower in the Request to which this Acknowledgment of Release is attached, hereby acknowledges the discharge of the Borrower and the Released Guarantors from its obligations as a Subsidiary Guarantor under the Agreement, including, without limitation, pursuant to its Subsidiary Guaranty previously filed with the Agent.

The Borrower and the Released Guarantors are hereby authorized, by and on behalf of the Administrative Agent, to file such discharge and this Acknowledgment of Release with the Agent, and to grant, execute, deliver, and record or register by the Administrative Agent and encumbering the Equity Interests of the Released Guarantors.

For the avoidance of doubt, the release effected hereby constitutes a partial release and releases only and solely the Released Guarantors from their obligations as Subsidiary Guarantors under the Agreement. Nothing herein shall be construed to waive, affect, release or impair the validity of any obligations of any other Loan Parties under the Obligations under the Agreement.

[SIGNATURE PAGE TO BE ATTACHED.]

SCHEDULE I

Franklin Street Properties Corp.
Evidence of Disposition/Immaterial Subsidiary

[Date]

SCHEDULE II

Franklin Street Properties Corp.
Evidence of Release of Other Pari Passu Obligations

[Date]

FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT (this "**Amendment**") is dated as of February 21, 2024 and is entered into by Persons listed on the signature pages hereto (each, a "**Purchaser**" and collectively, the "**Purchasers**") and Acquiom Agency Services LLC, as **NOTE PURCHASE AGREEMENT** dated as of October 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time Amendment, the "**Note Purchase Agreement**") by and among the Company and the Purchasers from time to time party thereto. Pursuant to amount of its 3.99% Series A Senior Notes due December 20, 2024 (the "**Existing Series A Notes**") and \$84,000,000 aggregate principal amount, and, together with the Existing Series A Notes, collectively, the "**Existing Notes**"). Capitalized terms used herein without definition shall have Amendment).

RECITALS

WHEREAS, pursuant to Section 17 of the Existing Note Purchase Agreement, the Company and the Purchasers desire to amend certain agree to such amendments on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the part

SECTION I. AMENDMENTS TO EXISTING NOTE PURCHASE AGREEMENT

A. As of the First Amendment Effective Date (defined below), the Existing Note Purchase Agreement and Schedule A thereto (but remain in full force and effect, unless expressly amended pursuant to this Amendment) is hereby amended to delete the stricken text (indicated underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the Note Purchase Agreement Exhibit A which is different from that set forth in the Existing Note Purchase Agreement and Schedule A thereto shall be replaced and superseded thereto attached as Exhibit A hereto.

B. Schedule 1(a) to the Note Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 1(a) attached hereto

C. Schedule 1(b) to the Note Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 1(b) attached hereto

D. Schedule 5.4 to the Note Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 5.4 attached hereto.

E. Schedule 5.5 to the Note Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 5.5 attached hereto.

F. Schedule 5.10 to the Note Purchase Agreement is hereby added in the form attached as Schedule 5.10 attached hereto.

G. Schedule 5.20 to the Note Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 5.20 attached hereto

H. The Purchaser Schedule to the Note Purchase Agreement is hereby deleted in its entirety and replaced with the Purchaser Schedule

SECTION II. AMENDMENT AND RESTATEMENT OF EXISTING NOTES

As of the First Amendment Effective Date, (i) the Existing Series A Notes shall be amended and restated as set forth in Exhibit B hereto amended and restated as set forth in Exhibit C hereto (as so amended and restated, the "**Series B Notes**" and, together with the Series A Notes are hereby, without any further action required on the part of any other Person, deemed to be automatically amended and restated to comply (completed with the applicable principal amount and Purchaser). Any Series A Note or Series B Note issued on or after the First Amendment Agreement.

SECTION III. CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective as of the date on which the following conditions precedent shall be satisfied (or effectively waived)

A. **Execution.** The Company and each of the Purchasers under the Existing Note Purchase Agreement shall have executed and delivered

B. **Certificates and Documents.** The Company shall have delivered to the Purchasers, in each case, in form and substance satisfactory

1.an Officer's Certificate, dated the date of the Amendment, certifying (w) that the conditions specified in Sections II respects with all existing

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contractual financial obligations except where the failure to comply would not reasonably be expected to have a Material Adverse Effect and (z) that there has been no event or circumstance since September 30, 2023 that has had or would be reasonably expected to have a Material Adverse Effect;

2.a certificate of its Secretary or Assistant Secretary of the Company, dated the date of the Amendment, certifying as to the execution and delivery of the Notes and this Amendment and (b) the Company's organizational documents as then in effect;

3.documents and certifications to evidence that the Company is validly existing and in good standing in the jurisdiction of its organization;

4.a legal opinion, dated the date of the First Amendment Effective Date, from Foley & Lardner LLP, as to the matters requested; and

5.a compliance certificate giving pro forma effect to this Amendment and all the transactions contemplated herein to the satisfaction of the Purchasers.

C. Principal Prepayment of the Notes. On the First Amendment Effective Date, the Company shall prepay the Notes in an aggregate amount of \$29,214,815, which shall be applied \$29,214,815 to the Series A Notes and \$21,155,555 to the Series B Notes. Upon and after giving effect to such prepayment, the aggregate principal amount of the Series A Notes outstanding shall be \$86,785,185 and the aggregate principal amount of Series B Notes outstanding shall be \$62,844,000.

D. Principal Prepayment of the BAML Credit Agreement. On the First Amendment Effective Date, the Company shall prepay the BAML Term Loans in an aggregate amount of \$67,333,333. Upon and after giving effect to such prepayment, the aggregate principal amount of the BAML Term Loans outstanding shall be \$67,333,333.

E. Principal Prepayment of the BMO Credit Agreement. On the First Amendment Effective Date, the Company shall prepay the BMO Term Loans in an aggregate amount of \$86,037,037. Upon and after giving effect to such prepayment, the principal amount of the BMO Term Loans outstanding shall be \$86,037,037.

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F. Representations and Warranties. After giving effect to the Amendment, the representations and warranties contained in Section 1.1 of the Credit Agreement shall be true and correct on the First Amendment Effective Date.

G. No Default; Event of Default. No Default or Event of Default shall have occurred and be continuing on the First Amendment Effective Date.

H. Fees and Expenses. The Company shall have paid or reimbursed (i) all expenses required to be paid or reimbursed by the Company in connection with the Amendment, including the reasonable fees, charges and disbursements of the Purchasers' counsel to the extent reflected in a statement of costs submitted to the Company, (ii) all expenses of the financial advisor to the Purchasers, in each case, to the extent reflected in an invoice to the Company by noon eastern at the First Amendment Effective Date pursuant to the Fee Letter, dated February 2, 2024 (the "**Fee Letter**"), executed by the Company and the Purchasers, and (iii) all other expenses incurred by the Purchasers in connection with the Amendment. The reasonable fees, charges and disbursements of the Purchasers' counsel to the extent reflected in a statement of costs submitted to the Company.

I. Intercreditor Agreement. The Collateral Agent, Bank of America, N.A. and Bank of Montreal shall have executed, or cause to be executed, an Intercreditor Agreement (the "Intercreditor Agreement") in the case of the Collateral Agent, being the execution and delivery by the Collateral Agent and the Purchasers (the evidence of such approval (x) in the case of the Collateral Agent, being the execution and delivery by the Collateral Agent and the Purchasers of this Amendment).

J. Note Certificates. The Company shall have delivered to each Purchaser (or counsel to the Purchasers) Series A Notes and Series B Notes in the form of Note Certificates. Each Note shall be registered in such Purchaser's name and the corresponding Existing Notes of the same series held by such Purchaser. Each Note shall be registered in such Purchaser's name.

- K. Duly Executed Documents.** The Company shall have received duly executed copies of (i) the Fee Letter, (ii) an amendment to the Note Purchase Agreement, in form and substance reasonably satisfactory to the Purchasers and (iii) an amendment to the BMO Credit Agreement executed by the Purchasers (in each case, the evidence of such satisfaction being the execution and delivery by the Purchasers of this Amendment).
- L. Updated Private Placement Number.** An updated Private Placement Number issued by Standard & Poor's CUSIP Service Bureau.

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- M. Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated by this Amendment shall be conducted by or for the Company, its officers, directors, and its counsel, and such Purchaser and its counsel shall have received all such counterpart originals or certified copies of all such documents (in each case, the evidence of such satisfaction and receipt being the execution and delivery by the Purchasers of this Amendment).

SECTION IV. REPRESENTATIONS AND WARRANTIES

In order to induce the Purchasers to enter into this Amendment and to amend the Existing Note Purchase Agreement and the Existing Note Documents, the Company represents and warrants to the Purchasers that the following statements are true and correct in all respects:

- A. Corporate Power and Authority.** The Company has all requisite power and authority to enter into this Amendment, to execute the Existing Note Purchase Agreement and the other Note Documents.
- B. Due Authorization.** The execution, delivery and performance of the Amendment and the Notes have been duly authorized by the Company.
- C. No Conflict.** The execution, delivery and performance by the Company of this Amendment and the Notes and the consummation of the transactions contemplated hereby do not and will not violate any of the organizational documents of the Company or otherwise require any approval of any stockholder of the Company obtained on or before the First Amendment Effective Date.
- D. Binding Obligation.** This Amendment and the Notes have been duly executed and delivered by the Company and this Amendment is enforceable against the Company, enforceable against it in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, or other laws or principles relating to enforceability, regardless of whether considered in a proceeding in equity or at law.
- E. Absence of Events of Default.** No event has occurred and is continuing or will result immediately from the consummation of the transactions contemplated hereby that would constitute a Default under the Note Purchase Agreement.

SECTION V. ACKNOWLEDGMENT AND CONSENT

The Company hereby acknowledges that it has reviewed the terms and provisions of the Note Purchase Agreement and this Amendment. The Company acknowledges and

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The Company agrees that any of the Note Documents (as they may be modified by this Amendment) to which it is a party or otherwise bound shall continue to be in full force and effect and shall not be impaired or limited by the execution or effectiveness of this Amendment other than to the extent expressly contemplated hereby.

SECTION VI. MISCELLANEOUS

- A. Reference to and Effect on the Note Purchase Agreement and the Other Note Documents.**
- 1.** On and after the First Amendment Effective Date, each reference in the Note Purchase Agreement to "this Agreement" and each reference in the other Note Documents to the "Note Purchase Agreement", "thereunder", "thereof" or words of like import referring to the Note Purchase Agreement shall be deemed to refer to the Note Purchase Agreement as amended by this Amendment.

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[Remainder of this page intentionally left blank]

7

By: /s/ George
Name: George J. C
Its: Chief Exec

PRUDENTIAL LEGAC
COMPANY OF NEW J

By: PGIM, Inc.,
as investment m

By: /s/ P
Name: Pau
Title: Vice

PRUDENTIAL RETIRE
AND ANNUITY COMP.

By: PGIM Private PI
as Investment A

By: PGIM Private PI
as its General P

By: /s/ P
Name: Pau
Title: Vice

THE GIBRALTAR LIFE

By: PGIM Japan Co
as Investment M

By: PGIM, Inc.,
as Sub-Adviser

By: /s/ P
Name: Pau
Title: Vice

THE PRUDENTIAL LIF
COMPANY, LTD.

By: PGIM Japan Co

as Investment M

By: PGIM, Inc.,
as Sub-Adviser

By: /s/ P
Name: Pau
Title: Vice

THE PRUDENTIAL LIFE
COMPANY OF AMERICA

By: PGIM, Inc.,
as investment m

By: /s/ P
Name: Pau
Title: Vice

EMPOWER ANNUITY
COMPANY OF AMERICA

By: PGIM Private Pl
as Investment A

By: PGIM Private Pl
as its General P

By: /s/ P
Name: Pau
Title: Vice

HARTFORD LIFE AND
INSURANCE COMPANY
HARTFORD FIRE INS
HARTFORD ACCIDENT
COMPANY

By: Hartford Investm
Company,
their Investment

By: /s/ C
Name: Daw
Title: Sen

TALCOTT RESOLUTION
COMPANY
TALCOTT RESOLUTION
INSURANCE COMPANY

By: Hartford Investment
Company,
their Investment

By: /s/ C
Name: Daw
Title: Sen

FARM BUREAU LIFE INSURANCE
OF MICHIGAN

By: Hartford Investment
Company,
its Investment Manager

By: /s/ C
Name: Daw
Title: Sen

KNIGHTS OF COLUMBIAN

By: /s/ Gilles M
Name: Gilles Marc
Title: VP, Credit

KNIGHTS OF COLUMBIAN

By: /s/ Gilles M
Name: Gilles Marc
Title: VP, Credit

PRINCIPAL LIFE INSU

By: Principal Global
a Delaware limit
its authorized si

By: /s/ K
Name: Karl
Title: Assi

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Name: Cha
Title: Cou

PRINCIPAL REINSUR

By: Principal Global
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Name: Karl
Title: Assi

By: /s/ C
Name: Cha
Title: Cou

COUNTRY LIFE INSU

By: /s/ J
Name: Johr
Title: Dire

COUNTRY MUTUAL II

By: /s/ J
Name: Johr
Title: Dire

AMERICAN FAMILY LI

By: /s/ C
Name: Dav
Title: Dire

ASSURITY LIFE INSU

By: /s/ V
Name: Vict
Title: Sen

American Fidelity Assu

By: MetLife Investm
Its Investment M

By: /s/ C
Name: Dav
Title: Auth

ACQUIOM AGENCY S
Collateral Agent

By: /s/ Jennifer

Name: Jennifer An
Its: Senior Dire

EXHIBIT A
(Attached)

FRANKLIN STREET PROPERTIES CORP.

\$200,000,000

3.998.0% Series A Senior Notes due ~~December 20~~April :
4.268.0% Series B Senior Notes due ~~December 20~~April :

NOTE PURCHASE AGREEMENT

Dated as of October 24, 2017,
as amended as of February 21, 2024

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PURCHASER SCHEDULE

Information Relating to Purchasers

EXHIBIT A

Form of Pledge Agreement

EXHIBIT B

Form of Subsidiary Guaranty

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FRANKLIN STREET PROPERTIES CORP.

401 Edgewater Place, Suite 200
Wakefield, MA 01880-6210

~~3.998.00%~~ Series A Senior Notes due ~~December 20~~ April

~~4.268.00%~~ Series B Senior Notes due ~~December 20~~ April

TO EACH OF THE PURCHASERS LISTED IN
THE PURCHASER SCHEDULE HERETO:

Ladies and Gentlemen:

FRANKLIN STREET PROPERTIES CORP., a Maryland corporation (the "**Company**"), agrees with each of the Purchasers as follows:

Section 1. AUTHORIZATION OF NOTES; INTEREST RATE.

Section 1.1 Authorization of Notes; Notes after First Amendment Effectiveness.

(a) ~~The~~ On the Execution Date, the Company ~~will~~ agreed to authorize the issue and sale of, and on the date of Closing consisting of (a) \$116,000,000 aggregate principal amount of its 3.99% Series A Senior Notes due December 20, 2024 (the "**Original Series A Notes**") and (b) \$86,785,185 aggregate principal amount of its 4.26% Series B Senior Notes due December 20, 2027 (the "**Original Series B Notes**"). The Series A Notes and the Series B Notes are hereinafter referred to as the "**Notes**". The forms set out in Schedules 1(a) and 1(b), respectively. Certain capitalized and other terms used in this Agreement are defined in the Definitions section hereof and shall govern.

(b) On the First Amendment Effective Date, (i) each of the Purchasers shall surrender such Purchaser's Original Series A Notes and execute and deliver new Series A Notes in the aggregate principal amount of \$86,785,185 (the "**Series A Notes**") and new Series B Notes in the aggregate principal amount of \$116,000,000 (the "**Series B Notes**"). The Series A Notes and the Series B Notes are hereinafter referred to collectively as the "**Notes**".

Section 1.2 Interest Rate. The interest rate on the Notes is set forth in the Notes; provided that from (and including) December 1, 2024, the interest rate on the Series A Notes shall accrue interest at a rate of 4.49% per annum, and interest on the Series B Notes shall accrue interest at a rate of 4.76% per annum. To the extent the interest rate on the Series A Notes, collectively, exceeds \$200,000,000 as of March 31, 2025 (the "**Increase Date**"), the interest rate on the Series A Notes shall increase to 4.76% per annum.

interest on the Series A Notes and the Series B Notes shall accrue at a rate that is 1.00% per annum higher than the rate set forth in the Series A Notes and the Series B Notes, respectively.

~~If at any time a Below Investment Grade Event occurs, then:~~

(b) the Company shall promptly, and in any event within five Business Days after it has knowledge of the occurrence of such Investment Grade Event has occurred, which notice shall be sent in the manner provided in Section 10 and be accompanied by evidence of the Series B Notes in consequence thereof;

Section 2. SALE AND PURCHASE OF NOTES.

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have any liability to any Person for the performance or non-performance of any obligation by any other Purchaser hereunder.

Section 3. EXECUTION: CLOSING.

The execution and delivery of this Agreement shall occur on October 24, 2017 (the "**Execution Date**"). The sale and purchase of the Avenue, 17th Floor, New York, New York 10103, at 11:00 a.m., New York, New York time, at a closing (the "**Closing**") on December 20, 2017, purchased by such Purchaser in the form of a single Note of such series (or such greater number of Notes of such series in denominations of \$1,000,000 or such lesser amount as may be determined by such Purchaser's name (or in the name of its nominee), against delivery by such Purchaser to the Company or its order of immediately available funds to the Company set forth in the funding instructions delivered by the Company pursuant to Section 4.10. If at the Closing the Company shall fail to deliver to such Purchaser the Notes specified in Section 4 shall not have been fulfilled to such Purchaser's satisfaction, such Purchaser shall, at its election, be relieved of all its obligations under this Agreement and shall be deemed to have waived any rights such Purchaser may have by reason of such failure by the Company to tender such Notes or any of the conditions specified in this Agreement.

Section 4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing is subject to the fulfillment to

Section 4.1 Representations and Warranties. The representations and warranties of the Company in this Agreement shall be representations and warranties are expressly stated to be made as of a specific prior date in which case such representations and warranties shall

Section 4.2 Performance; No Default. The Company shall have performed and complied with all agreements and conditions contained in the Notes. Before and after giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by Section 5.14), the Company or any Subsidiary shall not have entered into any transaction since the date of the Memorandum that would have been prohibited by Section 10 had such transaction been entered into on or after the date of the Memorandum.

Section 4.3 Compliance Certificates.

(a) *Officer's Certificate.* The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of the

Section 5.3 **Disclosure.** The Company, through its agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Se

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Section 5.6 Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of this under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed, lease, shareholders agreement or any other material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company

with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Gover statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary.

Section 5.7 Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with by the Company of this Agreement or the Notes, except in connection with perfecting security interests and the Company's SEC filings.

Section 5.8 Litigation; Observance of Agreements, Statutes and Orders.

- (a) There are no actions, suits, investigations or proceedings pending or, to the best knowledge of the Company, threate Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that could, individually or in the a
- (b) Neither the Company nor any Subsidiary is (1) in default under any agreement or instrument to which it is a party c arbitrator of any kind or any Governmental Authority or (3) in violation of any applicable law, ordinance, rule or regulation of any Govern

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PATRIOT Act or any of the other laws and regulations that are referred to in Section 5.16), which default or violation could, individually c

Section 5.9 Taxes; REIT Status.

- (a) The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have assessments (1) the amount of which, individually or in the aggregate, is not Material or (2) the amount, applicability or validity of which Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP. The Company knows of expected to have a Material Adverse Effect. The charges, accruals and reserves on the books of the Company and its Subsidiaries in income tax liabilities of the Company and its Subsidiaries have been finally determined (whether by reason of completed audits or t December 31, 2013. Neither the Company nor any Subsidiary is party to any agreement the principal purpose of which is to share tax l
- (b) The Company has elected status as a real estate investment trust under section 856 of the Code and currently is in cor Company as a real estate investment trust. Each Subsidiary is either (1) a "qualified REIT subsidiary" within the meaning of Section 85 the Code, (4) a partnership under Treasury Regulation Section 301.7701-3 or (5) an entity disregarded as a separate entity from its own

Section 5.10 Title to Property; Leases. The Company and its Subsidiaries have good and sufficient title to their respective proper most recent ~~audited~~ unaudited balance sheet referred to in Section 5.5 ~~or purported to have been acquired by the Company or any Subsidiary~~ ordinary course of business), in each case free and clear of Liens prohibited by this Agreement. All leases that individually or in the aggregate c

Section 5.11 Licenses, Permits, Etc.

- (a) The Company and its Subsidiaries own or possess all licenses, permits, franchises, authorizations, patents, copyrights,

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trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of

- (b) To the best knowledge of the Company, no product or service of the Company or any of its Subsidiaries infringes in software, service mark, trademark, trade name or other right owned by any other Person.

(c) To the best knowledge of the Company, there is no Material violation by any Person of any right of the Company or any proprietary software, service mark, trademark, trade name or other right owned or used by the Company or any of its Subsidiaries.

Section 5.12 Compliance with Employee Benefit Plans.

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable law or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, or to any such penalty or excise tax provisions under the Code or federal law or section 4068 of ERISA or by the grant of Liens as would not be individually or in the aggregate Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans and Plans for which the Company is not the sponsor) as of the end of the last plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report. The term "benefit liabilities" has the meaning specified in section 4001 of ERISA and the terms "current value" and "present value" have the meanings assigned to them in said Regulation U.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) individually or in the aggregate are Material.

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(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year) of the Company and its Subsidiaries is not Material.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any tax that could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the Purchase Agreement that the Notes are being sold to the Purchaser as "qualified plans" for purposes of the Code is true and correct.

(f) The Company and its Subsidiaries have not previously maintained and do not have any Non-U.S. Plans.

Section 5.13 Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Notes or any other securities or otherwise approached or negotiated in respect thereof with, any Person other than the Purchasers and not more than 60 other Institutional Investors. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of the Securities Act or blue sky laws of any applicable jurisdiction.

Section 5.14 Use of Proceeds; Margin Regulations. The Company will apply the proceeds of the sale of the Notes hereunder as to the purchase price of the Notes, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any other person in a violation of Regulation T of said Board (12 CFR 201) or to constitute any of the value of the consolidated assets of the Consolidated Parties and the Company does not have any present intention that the proceeds of the sale of the Notes hereunder shall be used for the purpose of buying or carrying any margin stock. The terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

Section 5.15 Existing Indebtedness; Future Liens.

(a) Except as described therein, Schedule 5.15 sets forth a complete and correct list of all outstanding Indebtedness of the Company and its Subsidiaries (including, but not limited to, Indebtedness of the Company and its Subsidiaries, and obligations, principal amounts outstanding, any collateral therefor and any Guarantees thereof), since which date there has been no increase in the Indebtedness of the Company or its Subsidiaries. Neither the Company nor any Subsidiary is in default and no waiver of default is required.

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payment of any principal or interest on any Indebtedness of the Company or such Subsidiary and no event or condition exists with respect to the lapse of time, or both, would permit) one or more Persons to cause such Indebtedness to become due and payable before its stated maturity.

(b) Except as disclosed in Schedule 5.15, neither the Company nor any Subsidiary has agreed or consented to cause or secure Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether by mortgage, pledge, lien or otherwise, to be subject to a security interest in favor of any lender under any loan or credit Agreement.

(c) Neither the Company nor any Subsidiary is a party to, or otherwise subject to any provision contained in, any instrument or any other agreement (including its charter or any other organizational document) which limits the amount of, or otherwise imposes restrictions on, the payment of dividends or other distributions to the Company or any Subsidiary.

Section 5.16 Foreign Assets Control Regulations, Etc.

(a) Neither the Company nor any Controlled Entity (1) is a Blocked Person, (2) has been notified that its name appears on the Specially Designated Nationals and Blocked Persons List maintained by the United States Department of Treasury, or (3) is imposed by the United Nations or the European Union.

(b) Neither the Company nor any Controlled Entity (1) has violated, been found in violation of, or been charged or convicted under any applicable Anti-Money Laundering Laws or (2) to the Company's knowledge, is under investigation by any Governmental Authority for possible violation of any applicable Anti-Money Laundering Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(1) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Subsidiary in connection with, any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any applicable Anti-Money Laundering Laws;

(2) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws;

(3) will be used, directly or indirectly, for the purpose of making any payments, including bribes, to any Governmental Official or any person acting on behalf of any Governmental Official.

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counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of applicable laws or regulations.

(d) The Company has established procedures and controls which it reasonably believes are adequate (and otherwise comply with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti Corruption Laws.

Section 5.17 Status under Certain Statutes. Neither the Company nor any Subsidiary is an "investment company" as defined under the Investment Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 5.18 Environmental Matters.

(a) Neither the Company nor any Subsidiary has knowledge of any claim or has received any notice of any claim and no claim is pending or threatened against the Company or any Subsidiary with respect to any of their respective real properties or other assets now or formerly owned, leased or operated by any of them, alleging any damage to, or contamination of, the environment, which could reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has knowledge of any facts which would give rise to any claim, public or private, or in any way related to real properties now or formerly owned, leased or operated by any of them or to other assets or their use, which could reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them, which could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(d) Neither the Company nor any Subsidiary has disposed of any Hazardous Materials in a manner which is contrary to applicable laws or regulations, which could reasonably be expected to result in a Material Adverse Effect.

(e) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable laws and regulations, and the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.19 Solvency. The Company, on a consolidated basis, (a) is not insolvent nor will be rendered insolvent by the issuance of the Notes, and (c) has not incurred indebtedness beyond its ability to pay such indebtedness as it matures. The Company, on a consolidated basis, has assets having a value in excess of amounts required to pay such indebtedness as it matures.

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The Company, on a consolidated basis, has assets having a value in excess of amounts required to pay such indebtedness as it matures.

Section 5.20 Eligible Unencumbered Pool Properties. Schedule 5.20 contains a complete and accurate list of all Properties covered by the Pledge Agreement, and a description of each such Property as a CBD or Urban Infill Property or a Suburban Property.

Section 5.21 Collateral Documents. When executed and delivered in accordance with the terms hereof, the Pledge Agreement will constitute a perfected security interest in all of the Collateral described therein which can be created under Article 9 of the UCC in which any Loan Party has an interest, subject to no other Liens except for Permitted Liens, and except as enforceability may be limited by Debtor Relief Laws and equitable principles of law, in each case, all applicable filing fees have been paid, the Liens created under the Pledge Agreement will constitute a perfected security interest in the Collateral to the extent such security interests may be perfected by the filing of a UCC financing statement in such office.

Section 6. REPRESENTATIONS OF THE PURCHASERS.

Section 6.1 Purchase for Investment. Each Purchaser severally represents that it is purchasing the Notes for its own account and not for the account of any pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Purchaser's or their property in the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act and no such registration nor such an exemption is required by law, and that the Company is not required to register the Notes.

Section 6.2 Accredited Investor. Each Purchaser severally represents that it is an "accredited investor" (as defined in Rule 501(a) of the Securities Act) or as a fiduciary or agent for others (which others are also "accredited investors"). Each Purchaser further severally represents that it is not purchasing the Notes for the account of others, and that the Company and receive answers concerning the Company and the terms and conditions of the offering and sale of the Notes.

Section 6.3 Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate statement of the source of funds used to purchase the Notes to be purchased by such Purchaser hereunder:

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(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's annual statement for life insurance companies approved by the NAIC (the "NAIC Annual Statement")) for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of self-insured retentions) of the Purchaser's state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser's fixed contractual obligation (including any annuity) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not subject to the claims of creditors of the Purchaser;

(c) the Source is either (1) an insurance company pooled separate account, within the meaning of PTE 90-1 or (2) a bank account maintained by the Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or a pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an "investment fund" (within the meaning of Part VI of PTE 84-14 (the "QPAM Exemption"), no employee benefit plan's assets that are managed by the QPAM in such investment fund, when com employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a Person contr the QPAM and the Company to be "related" within the meaning of Part VI(h) of the QPAM Exemption and (1) the identity of such QP combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within organization, represent 10% or more of the assets of such investment fund, have been disclosed to the Company in writing pursuant to

(e) the Source constitutes assets of a "plan(s)" (within the meaning of Part IV(h) of PTE 96-23 (the "INHAM Exemption"))

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manager" or "INHAM" (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM (applying the definition of "control" in Part IV(d)(3) of the INHAM Exemption) owns a 10% or more interest in the Company and (1) the ic the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more emp clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA

As used in this Section 6.3, the terms "employee benefit plan," "governmental plan," and "separate account" shall have the respective mean

Section 7. INFORMATION AS TO COMPANY.

Section 7.1 Financial and Business Information. The Company shall deliver to each Purchaser and each holder of a Note that is

(a) *Quarterly Statements* — within 60 days (or such shorter period as is the earlier of (x) 15 days greater than the period a SEC regardless of whether the Company is subject to the filing requirements thereof and (y) the date by which such financial state corresponding financial statements are delivered under any Material Credit Facility if such delivery occurs earlier than such required d than the last quarterly fiscal period of each such fiscal year), copies of

(1) a consolidated balance sheet of the Consolidated Parties as at the end of such quarter, and

(2) consolidated statements of income or operations, changes in shareholders' equity (if then being prepared) and c quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable de certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the

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Consolidated Parties and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within 105 days (or such shorter period as is the earlier of (x) 15 days greater than the period SEC regardless of whether the Company is subject to the filing requirements thereof and (y) the date by which such financial state

corresponding financial statements are delivered under any Material Credit Facility if such delivery occurs earlier than such required del

(1)a consolidated balance sheet of the Consolidated Parties as at the end of such year, and

(2)consolidated statements of income or operations, changes in shareholders' equity and cash flows of the Consolidate

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordi
qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of in
financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their resu
examination of such accountants in connection with such financial statements has been made in accordance with generally accept
circumstances;

(c) *SEC and Other Reports* — promptly upon their becoming available, one copy of (1) each financial statement, repor
administrative agent or creditors under any Material Credit Facility (excluding (A) information sent to such agent or creditors in the
borrowing availability, schedule updates and compliance certificates, and (B) information provided in response to specific inquiries
information is not otherwise required to be provided hereunder to each Purchaser or holder of a Note that is an Institutional Investor (it
of any compliance certificate required under any Material Credit Facility)) or (ii) to its public Securities holders generally, including pro
become effective (without exhibits except as expressly requested by such Purchaser or holder), and each prospectus and all amendme

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(d) *Notice of Default or Event of Default* — promptly, and in any event within five Business Days after a Responsible Office
any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action
the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) *Employee Benefits Matters* — promptly, and in any event within five Business Days after a Responsible Officer becom
any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(1)with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereun
Execution Date;

(2)the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings unde
Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been take

(3)any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA A
to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any
liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Mat

(4)receipt of notice of the imposition of any tax, penalty or other liability (whether by way of indemnity or otherwise) w
liabilities then existing, could reasonably be expected to have a Material Adverse Effect;

(f) *Notices from Governmental Authority* — promptly, and in any event within 30 days of receipt thereof, copies of any noti
statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect;

(g) *Resignation or Replacement of Auditors* — within 10 days following the date on which the Company's auditors resign
such further information as the Required Holders may reasonably request;

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(h) *Sponsored REIT Information* — upon completion thereof, a copy of each confidential offering memorandum with respect to the offering of the Notes, and

(i) *Requested Information* — with reasonable promptness, such other data and information relating to the business, operations, performance, financial condition, and prospects of the Company (including actual copies of the Company's Form 10-Q or Form 10-K) or relating to the ability of the Company to perform its obligation to the Purchaser or holder of a Note.

(j) *Monthly Reporting Package* — as soon as available, but in any event within twenty (20) days after the end of each reporting period, a package of information, including, but not limited to, the information contained in the Company's most recent quarterly or annual report, and any other information that the Company believes to be material to the Company's performance, financial condition, and prospects, prepared in good faith based upon assumptions that the Company believed to be reasonable at the time; and provided that the Company's Responsible Officer certifies on or before the required delivery date if (i) the Company receives a request for such information from the Purchaser or holder pursuant to another permitted notice method hereunder within five (5) days following receipt of such request, or (ii) the Company receives a request for such information from the Purchaser or holder pursuant to another permitted notice method hereunder within five (5) days following receipt of such request.

Section 7.2 Officer's Certificate. Each set of financial statements delivered to a Purchaser or holder of a Note pursuant to Section 7.1 shall be accompanied by a certificate of the Senior Financial Officer of the Company, in the form of Exhibit A, containing the following information:

(a) *Covenant Compliance* — setting forth the information from such financial statements that is required in order to estimate the maximum or minimum amount of the Company's debt (including the amount of the Company's debt as a percentage of the Company's capitalization), and detailed calculations of the maximum or minimum amount of the Company's debt (including the amount of the Company's debt as a percentage of the Company's capitalization), and the calculation of the amount, ratio or percentage then in existence. In the event that the Company or any Subsidiary has elected to disregard for purposes of determining compliance with this Agreement pursuant to Section 22.2) as to the period covered by any such financial statements, the Company shall also set forth the reasons for such election and the reconciliation from GAAP with respect to such election;

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(b) *Event of Default* — certifying that such Senior Financial Officer has reviewed the relevant terms hereof and has made, to the best of his or her knowledge, information and belief, no determination that the Company or any Subsidiary is in default or an Event of Default or, if any such condition or event existed or exists, the Company or any Subsidiary has taken or proposes to take with respect thereto;

(c) *Eligible Unencumbered Property Pool Properties* — setting forth a complete and accurate list of all Properties comprising the Company's eligible unencumbered property pool as of the end of the reporting period, including (1) a description of each Property as a CBD or Urban Infill Property or a Suburban Property, (2) a summary of total U.S. population within the Company's eligible unencumbered property pool as of the end of the reporting period; and

(d) *Subsidiaries, Joint Ventures, Unconsolidated Affiliates and Sponsored REITs* — setting forth a list of all Subsidiaries, Joint Ventures, Unconsolidated Affiliates and Sponsored REITs of the Company, including their respective business forms and jurisdictions of organization, identifying each Subsidiary, if any, that is a Subsidiary Guarantor pursuant to Section 9.7 is a Subsidiary Guarantor.

Section 7.3 Visitation. The Company shall permit the representatives of each Purchaser and each holder of a Note that is an Institutional Investor to visit and inspect any of the account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts of the Company and its Subsidiaries, all at such time and place as may be mutually agreed upon by the Company and the Institutional Investor.

(a) *No Default* — if no Default or Event of Default then exists, at the expense of such Purchaser or holder and upon reasonable notice to the Company, the Company shall permit the representatives of such Purchaser or holder to visit and inspect any of the account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts of the Company and its Subsidiaries, all at such time and place as may be mutually agreed upon by the Company and the Institutional Investor; and

(b) *Default* — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts of the Company and its Subsidiaries, all at such time and place as may be mutually agreed upon by the Company and the Institutional Investor.

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Section 7.4 Electronic Delivery. Financial statements, opinions of independent certified public accountants, other information and Section 7.1(a), (b), (c), (g) ~~or~~, (h) or (j), and Section 7.2 shall be deemed to have been delivered if the Company satisfies any of the following requirements:

(a) such financial statements satisfying the requirements of Section 7.1(a) or (b), the related Officer's Certificate satisfying applicable, are delivered to each Purchaser and each holder of a Note by e-mail at the e-mail address set forth in such Purchaser's or to the Company;

(b) the Company shall have timely filed such Form 10-Q or Form 10-K or a Current Report on Form 8-K, satisfying the requirements of the SEC on EDGAR, as applicable, and shall have made such form and the related Officer's Certificate (except in the case of a Form 8-K) satisfy <http://fspreit.com> as of the ~~Execution~~ First Amendment Effective Date;

(c) such financial statements satisfying the requirements of Section 7.1(a) or Section 7.1(b) and related Officer's Certificate 7.1(c), Section 7.1(g) ~~or~~, Section 7.1(h) or Section 7.1(j) are timely posted by or on behalf of the Company on IntraLinks or on any other website to which each Purchaser and holder of Notes has free access;

(d) the Company shall have timely filed any of the items referred to in Section 7.1(a), (b), (c), (g) ~~or~~, (h) or (j) or 7.2 with the SEC on EDGAR, clause (d), the Company shall give each Purchaser and holder of a Note substantially concurrent written notice, which may be by e-mail or by first class mail, return receipt requested, or by electronic means, to such Purchaser or holder.

provided however, that in no case shall access to such financial statements, other information and Officer's Certificates be conditioned upon an action by the Company or any of its subsidiaries or any of its officers or directors (other than with respect to deliveries of information pursuant to the SEC on EDGAR, clause (d), the Company shall give each Purchaser and holder of a Note substantially concurrent written notice, which may be by e-mail or by first class mail, return receipt requested, or by electronic means, to such Purchaser or holder.

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Section 8. PAYMENT AND PREPAYMENT OF THE NOTES.

Section 8.1 Maturity. As provided therein, the entire unpaid principal balance of each Note shall be due and payable on the Maturity Date.

Section 8.2 Prepayments.

(a) ~~Section 8.2~~ Optional Prepayments with Make-Whole Amount. The Company may, at its option, upon notice as provided in ~~Section 8.2~~ Section 8.3, at 100% of the principal amount of the Notes then outstanding in the case of a partial prepayment; at 100% of the principal amount of the Notes then outstanding in the case of a full prepayment. The Company will give each holder of Notes written notice of each optional prepayment under this Section unless the Company and the Required Holders agree to another time period pursuant to Section 17. Each such notice shall specify such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.3), and the estimated Make-Whole Amount due in connection with such prepayment. ~~Two~~ No later than two Business Days prior to such prepayment, the Company shall deliver to each holder of Notes a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment, setting forth the details of such computation. ~~Two~~ No later than two Business Days prior to such prepayment, the Company shall deliver to each holder of Notes a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment, setting forth the details of such computation.

(b) Mandatory Prepayments.

(1) If any Consolidated Party Disposes of any Property or other assets (other than any Disposition permitted by Section 8.3), the Company shall, subject to the terms of the Intercreditor Agreement, repay the outstanding amounts under the Notes in the aggregate principal amount equal to the Cash Proceeds within two (2) Business Days following receipt thereof by such Consolidated Party, to be allocated among the Notes in the aggregate principal amount equal to the Cash Proceeds.

(2) Upon the sale or issuance by any Consolidated Party of any of its Equity Interests (other than issuances of Equity Interests in connection with the sale or issuance of any of its Equity Interests), the Company shall, subject to the terms of the Intercreditor Agreement, repay the outstanding amounts under the Notes in the aggregate principal amount equal to the Cash Proceeds within two (2) Business Days following receipt thereof by such Consolidated Party, to be allocated pursuant to Section 8.3.

Section 8.5 Purchase of Notes. The Company will not, and will not permit any Controlled Affiliate to, purchase, redeem, prepay or

or prepayment of the Notes in accordance with this Agreement and the Notes or (b) pursuant to an offer to purchase made by the Company

terms and conditions. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respe

50% of the principal amount of the Notes then outstanding accept such offer, the Company shall promptly notify the remaining holders of such

by the number of days necessary to give each such remaining holder at least 10 Business Days from its receipt of such notice to accept suc

respond (including any extension of such period pursuant to the terms of the preceding sentence) to an offer to purchase made pursuant to this

will promptly cancel all Notes acquired by it or any Controlled Affiliate pursuant to any payment, prepayment or purchase of Notes pursuant to th

The term “**Make-Whole Amount**” means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of such Called Principal, *provided* that the Make-Whole Amount may not in any event be less than zero. For the purposes of determining the Notes in effect immediately prior to the First Amendment Effective Date, (ii) such amount will

"Discounted Value" means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remainder dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor equal to the Reinvestment Yield with respect to such Called Principal.

If such yields are not Reported or the yields Reported as of such time are not ascertainable (including by way of interpolation), 0.50% *plus* (y) the yield to maturity implied by the U.S. Treasury constant maturity yields reported, for the latest day for which such yields are Reported, with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for the U.S. Treasury constant maturity having a term equal to such Settlement Date. If there is no such U.S. Treasury constant maturity having a term equal to such Settlement Date, then the Reinvestment Yield shall be the U.S. Treasury constant maturity so reported with the term closest to and greater than such Settlement Date. (B) the U.S. Treasury constant maturity so reported with the term closest to and greater than such Remaining Average Life and (C) the U.S. Treasury constant maturity so reported with the term closest to and greater than such Remaining Average Life and (D) the U.S. Treasury constant maturity so reported with the term closest to and greater than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable security.

"Remaining Average Life" means, with respect to any Called Principal, the number of years obtained by dividing (a) such Called Principal by (1) the sum of each Remaining Scheduled Payment with respect to such Called Principal by (2) the number of years, computed on the basis of a 360-day year, between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Note, all payments of such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, *provided* that if such Settlement Date is not the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on the next succeeding scheduled interest payment.

"Settlement Date" means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be paid pursuant to Section 12.1, as the context requires.

Section 8.7 Offer to Prepay Notes in the Event of a Change of Control.

(a) **Notice of Change of Control.** The Company will, within 10 Business Days after any Responsible Officer has knowledge of a Change of Control, give notice to each holder of Notes which notice shall contain and constitute an offer by the Company to prepay Notes as described in Section 8.7.

(b) **Offer to Prepay Notes.** The offer to prepay Notes contemplated by Section 8.7(a) shall be an offer to prepay, in accordance with the terms of the Notes, the principal amount of such Notes on or before the Change of Control Proposed Prepayment Date specified in such offer (the **"Change of Control Proposed Prepayment Date"**), which shall be a Business Day not less than 30 days prior to the Change of Control Proposed Prepayment Date. If the Change of Control Proposed Prepayment Date is not specified in such offer, the Change of Control Proposed Prepayment Date shall be the Business Day nearest the date of such offer.

(c) **Acceptance; Rejection.** A holder of Notes may accept or reject the offer to prepay made pursuant to this Section 8.7 by giving notice to the Company within the time specified in the offer. A failure by a holder of Notes to so respond to an offer to prepay shall be deemed a rejection of such offer.

(d) **Prepayment.** Prepayment of the Notes to be prepaid pursuant to this Section 8.7 shall be at 100% of the principal amount of such Notes on or before the Change of Control Proposed Prepayment Date.

(e) **Officer's Certificate.** Each offer to prepay the Notes pursuant to this Section 8.7 shall be accompanied by a certificate, signed by a Responsible Officer, certifying that (1) the offer is made pursuant to this Section 8.7 and that failure by a holder to respond to the offer shall be deemed rejected, (2) the principal amount of each Note offered to be prepaid, (3) the interest that would be due on each Note on the Change of Control Proposed Prepayment Date, (4) the interest that would be due on each Note on the date of the offer, (5) the conditions of this Section 8.7 required to be fulfilled prior to the giving of notice have been fulfilled and (6) in reasonable detail, the nature and extent of the Change of Control.

(f) **Change of Control Defined.** **"Change of Control"** means:

(1) an event or series of related events by which any "person" or "group" (as such terms are used in Sections 13(d) and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all securities of the Company only after the passage of time (such right, an **"option right"**)), directly or indirectly, of 30% or more of the equity securities of the Company on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire or convert into equity securities of the Company); or

(2) an event or series of events by which during any period of 12 consecutive months, a majority of the members of the board of directors (or equivalent governing body) of the Company are elected or nominated by individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination was based in whole or in part on the basis of the election or nomination of such individuals, or (iii) who were elected or nominated in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

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(d) If (I) the Equity Interests in a Subsidiary Guarantor are disposed of in a transaction permitted under this Agreement, qualifies as an Immaterial Subsidiary, then upon request of the Company, (x) such Subsidiary shall be released as a Subsidiary Guarantor in such Subsidiary Guarantor (and related Collateral) shall be released and the related UCC financing statement shall be terminated, a financing statement shall be terminated) in accordance with the following, unless otherwise agreed by the Company and the Required H

(i) The Company shall deliver to the Collateral Agent and the holders of Notes (which may be by email), not less than (which may consist of an officer's certificate of the Company certifying as to compliance with this Agreement) that (I) the Equity Agreement, or (II) such Subsidiary has disposed of (or will substantially contemporaneously with delivery of such evidence delivered) Responsible Officer of the Company certifying that, to such Responsible Officer's knowledge, immediately prior to such release the Agreement or any of the other Note Documents and (C) evidence that any Liens on such Equity Interests (and related released; and upon such delivery of such certificates, each of the Collateral Agent and the Company is authorized to cause (released) substantially contemporaneously with termination of the UCC financing statements securing the Pari Passu Obligation Notes hereunder may be given by email pursuant to the applicable Purchaser notice information in the Purchaser Schedule. Company receives a "failed delivery" (or similar) message from a Purchaser's primary e-mail address set forth in the applicable Company, the requirement for delivery to the holders hereunder shall be deemed satisfied if the Company dispatches such notice

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Purchaser pursuant to another permitted notice method hereunder within five (5) days following receipt of such message of failure

(ii) a certificate signed by an authorized responsible officer of such Subsidiary containing representations and warranties 5.1, 5.2, 5.6, 5.7 and 5.19 of this Agreement (but with respect to such Subsidiary and such Subsidiary Guaranty rather than to therefor given by the Company, provide to the Company an authorization to terminate the applicable financing statements (or cause the release of Liens in the Equity Interests in such Subsidiary Guarantor, provided that the Company has complied with Section

(iii) prior to or in connection with any such release, the Company shall make any mandatory prepayment required by Section

(e) To the extent not provided in Section 9.7(b) hereof, the Company shall at all times secure, and shall cause its Subsidiary

(f) The Company will provide notice to each holder of a Note of the addition or release of any Subsidiary Guarantor or any

(iii) all documents as may be reasonably requested by the Required Holders to evidence the due organizational authorization by all requisite action on the part of such Subsidiary of the execution and delivery of such Subsidiary Guaranty of documents similar to those delivered by the Company to the Purchasers for such purpose on the date of the Closing of this Agreement and the Notes) shall be deemed to satisfy the requirements of this clause (iii); and

(iv) an opinion of counsel reasonably satisfactory to the Required Holders covering such matters relating to the Subsidiary and such Subsidiary Guaranty rather than the Company and this Agreement and the Notes) shall be deemed

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(b) At the election of the Company and by written notice to each holder of Notes, any Subsidiary Guarantor may be discharged released from its obligations thereunder without the need for the execution or delivery of any other document by the holders, provided Material Credit Facility, then such Subsidiary Guarantor has been released and discharged (or will be released and discharged connected Material Credit Facility, (2) at the time of, and after giving effect to, such release and discharge, no Default or Event of Default shall connection with such Subsidiary Guarantor being released and discharged under any Material Credit Facility, any fee or other form

In connection with such release, if requested by the Company, each holder of Notes shall execute and deliver, at the sole cost and expense of the holder, a release, in form reasonably acceptable to the Company, to the Company and to the other holders of Notes, releasing, defending, indemnifying and holding the Company and the other holders of Notes harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Company or the other holders of Notes in connection with or resulting from such release.

Section 9.9 Most Favored Lender Provision. If at any time a MFL Facility or any guaranty in respect thereof shall include any F contained in ~~Section 10.6~~this Agreement on the ~~Execution~~First Amendment Effective Date (any such provision, together with any related definit such MFL Facility), an **"Additional Covenant"**), then the Company shall promptly, and in any event within 10 Business Days thereof, provide a Favored Lender Notice is not

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Section 9.10 Rating Confirmation. The Company will, at all times, cause to be maintained, at its sole cost and expense, a rating of the Notes on an ongoing basis. No later

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Section 9.11 Further Assurances. At the cost and expense of the Company, the Company shall duly execute and deliver, or cause and certificates, and do and cause to be done such further acts that may be reasonably necessary in order to perfect, maintain, protect and pres

Although it will not be a Default or an Event of Default if the Company fails to comply with any provision of Section 9 on or after the Exe not to purchase the Notes on the date of Closing that is specified in Section 3.

Section 10. NEGATIVE COVENANTS.

From the Execution Date until the Closing and thereafter, so long as any of the Notes are outstanding, the Company covenants that:

Section 10.1 Transactions with Affiliates. The Company will not, and will not permit any Subsidiary to, enter into directly or in exchange of properties of any kind or the rendering of any service) with any Affiliate ~~other than except (a) as set forth on Schedule 10.1 (b).~~ reasonable terms which are no less favorable to the Company or a Subsidiary, than would be obtained in a comparable arm's length transac Agreement among the Company, its Subsidiaries and Sponsored REITs, ~~except in the ordinary course and pursuant to the reasonable require~~ favorable to the Company or such Subsidiary than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 10.2 Merger, Consolidation, Etc. The Company will not, and will not permit any Subsidiary to, merge, dissolve, liquidate, i transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (including, in each c Default or Event of Default exists or would result therefrom:

(a) the Company may merge or consolidate with, or Dispose of all or substantially all of its assets to, any other Person, Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case r laws of the United States or any state thereof (including the District of Columbia), and, if the Company is not such corporation or limited

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company, (i) such corporation or limited liability company shall have executed and delivered to each holder of Notes its assumption Agreement and the Notes, (ii) such corporation or limited liability company shall have caused to be delivered to each holder of Notes a satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in acc any Subsidiary Guaranty that is outstanding at the time such transaction or each transaction in such a series of transactions occi documentation that is reasonably acceptable to the Required Holders and (iv) such corporation or limited liability company shall cont Covenant;

(b) any Subsidiary may merge or consolidate with ~~(i)~~ the Company, or ~~(2ii)~~ any one or more other Subsidiaries, *provided* continuing or surviving Person and the Company shall continue to remain in compliance with Section 10.6 and each Additional Covenan the continuing or surviving Subsidiary shall be a Subsidiary Guarantor;

(c) any Subsidiary may Dispose of ~~all or substantially all of~~ its assets (upon voluntary liquidation or otherwise) to the Com Person acquiring such assets shall be the Company or another Subsidiary Guarantor;

(d) any Subsidiary may liquidate or dissolve so long as the Company shall continue to remain in compliance with Section 1

(e) ~~(d) any Subsidiary may liquidate or dissolve, and~~ all or substantially all of the assets or all of the Equity Interests of a : compliance with Section 10.6 and each Additional Covenant that is a Financial Covenant, *provided* that if such Subsidiary is a Subsidi Company or another Subsidiary Guarantor; and

(f) ~~(e)~~ the Company or a Subsidiary may acquire a Sponsored REIT by merger or consolidation, *provided* that ~~(f)~~ the C Person and the Company shall continue to remain in compliance with Section 10.6 and each Additional Covenant that is a Financial Co

No such Disposition of substantially all of the assets of any Subsidiary Guarantor shall have the effect of releasing such Subsidiary Guarantor fr

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unless such Subsidiary Guarantor is released from its Subsidiary Guaranty in accordance with Section 9.7(b) in connection with or immediately

Section 10.3 Line of Business. The Company will not, and will not permit any Subsidiary to, engage in any material line of b Subsidiaries on the Execution Date as described in the Memorandum or any business substantially related or incidental thereto.

Section 10.4 Economic Sanctions, Etc. The Company will not, and will not permit any Controlled Entity to (a) become (including b directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving cause any Purchaser or holder of a Note or any affiliate of such Purchaser or holder to be in violation of sanctions under any law or regulation U.S. Economic Sanctions Laws.

Section 10.5 Liens. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien other than Permitted Liens; ~~provided that, that notwithstanding the foregoing, the Company will not, and will not permit any of its Subsidiaries to, Liens described in clause (f) of the definition of Permitted Liens) unless and until the Notes (and any Guarantee delivered in connection t documentation reasonably acceptable to the Required Holders in substance and in form, including an intercreditor agreement and opinions c reasonably acceptable to the Required Holders.~~

Section 10.6 Financial Covenants.

(a) Minimum Tangible Net Worth. The Company shall maintain a Tangible Net Worth equal to or in excess of \$571,992 offering of stock or other equity in the Company after September 30, 2021.

(b) ~~(a) Maximum Leverage Ratio.~~ The Company will not at any time permit the ratio of Total Indebtedness to Total Asset V increased to 0.65 to 1.00 commencing on the date on which a Significant Acquisition occurs and continuing for the three consecutive Acquisition occurs (a "Leverage Spike Period"); provided, however, that (1) the Company may not elect more than three Leverage Sp between the end of a Leverage Spike Period and the start of another Leverage Spike Period;

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(c) ~~(b) Maximum Secured Leverage Ratio.~~ The Company will not at any time permit the ratio of Total Secured Indebtedness

(d) ~~(c) Minimum Fixed Charge Coverage Ratio.~~ The Company will not at any time permit the ratio of Adjusted EBITDA to F

~~(d) Maximum Unencumbered Leverage Ratio.~~ The Company will not at any time permit the ratio of Unsecured Indebtedness Company, the ratio may be increased to 0.65 to 1.00 commencing on the date on which a Significant Acquisition occurs and continuing in which such Significant Acquisition occurs (an "Unencumbered Leverage Spike Period"); provided, however, that (1) the Compar Agreement and (2) there must be at least one full fiscal quarter between the end of an Unencumbered Leverage Spike Period and the s

(e) Maximum Unencumbered Leverage Ratio. The Company will not at any time permit the ratio of Unsecured Indebtedne

(f) Minimum Unsecured Interest Coverage. The Company shall not permit the ratio of Unencumbered NOI to the Interest of calculating NOI for this Section 10.6(f), items (a)-(d) of the definition of Net Operating Income shall be adjusted to (i) exclude the am attributable to Properties owned less than a full fiscal quarter so that such amount is grossed up as if the Property had been owned for t

(g) Maximum Secured Recourse Leverage Ratio. The Company shall not permit the ratio of Total Secured Indebtedness th In calculating the financial covenants pursuant to this Section 10.6 any obligations that are secured by Liens described in clause (f) of lien, pledge, encumbrance or other security agreement.

Each of the covenants set forth in clauses (a) through (dg) above shall be determined on a consolidated basis in accordance with GAAP

Section 10.7 Dividends, Distributions and other Restricted Payments. The Company shall not make Restricted Payments and Subsidiary of the Company, except:

(a) each Subsidiary may make Restricted Payments to the Company and any other Person that owns an Equity Interest respect of which such Restricted Payment is being made;

(b) each member of the Consolidated Group may declare and make dividend payments or other distributions, and may make Equity Interests of such Person or of the Company;

(c) the Company may make Restricted Payments to the holders of its common Equity Interests in an amount not to Distributions; provided, however, (x) to the extent an Event of Default has occurred and is continuing, such Restricted Payments shall specified in Section 11(g), (h) or (i) has occurred and is continuing or an Event of Default has occurred and continuing that has resulted shall be permitted without the consent of the Required Holders; and

(d) the Company may issue rights under any shareholder rights plan that the board of directors of the Company may redemptions does not exceed \$100,000 in the aggregate.

Section 10.8 ~~Section 10.7~~ **Burdensome Agreements.** The Company will not, and will not permit any Subsidiary to, ~~except~~ Except if it permits any Subsidiary to enter into any Contractual Obligation (other than this Agreement or any ~~Subsidiary Guaranty~~ other Notes Document) th to the Company or to otherwise transfer property to the Company, (2i) of any Subsidiary to become a Subsidiary Guarantor hereunder or (3iii) such Person; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such the ability of the Company or any Subsidiary from entering into Contractual Obligations of any type related to Indebtedness; provided that suc 10.6 of this Agreement or any Additional Covenant that is a Financial Covenant and provided, further, that the Company complies or causes c

Section 10.9 ~~Section 10.8~~ **Prepayments of Indebtedness.** The Company will not, and will not permit any Subsidiary to, ~~if any Ev~~ thereof, (a) amend or modify (or permit the amendment or modification of) any of the terms of any Indebtedness of such Person if such amend unscheduled payment of such Indebtedness or would effect any type of transfer of property or

assets in payment of Indebtedness or would otherwise have the effect of prepaying such Indebtedness or (b) prepay, any Indebtedness of such redemptions expressly required by any credit agreement or unsecured bond indenture or senior note agreement or indenture to which the C events of default under such credit agreement, bond or senior note Indebtedness), provided that prepayment or redemption of such bon Covenant-Section 8.2(b) (including prepayments of the Indebtedness under the BAML Loan Documents and the BMO Loan Documents in co under the BAML Loan Documents and the BMO Loan Documents, including pursuant to a refinancing, and make any amendments or modifica such Indebtedness, so long as the Company prepays the outstanding amounts under each of the Series A Notes and the Series B Notes in an amount of any such prepayments.

Section 10.10 **Organizational Documents.** The Company will not, and will not permit any Subsidiary to, amend, modify, waive or cha Note in any material respect, or in a manner that would reasonably be expected to have a Material Adverse Effect on the Company.

Section 10.11 **Sale Leasebacks.** Except as would not reasonably be expected to have a Material Adverse Effect, the Company will or as guarantor or other surety with respect to any lease, whether an operating lease or a capital lease, of any property (whether real or pe transferred or is to sell or transfer to a Person which is not a Consolidated Party or (b) which such Person intends to use for substantially the Person to another Person which is not a Consolidated Party in connection with such lease.

Section 10.12 **Changes in Accounting.** Except as required by Laws or GAAP, the Company shall not, and shall not permit any Subs

Section 10.13 Anti-Corruption Laws. The Company will not directly or indirectly use the proceeds of any Note for any purpose which and other similar anti-corruption legislation in other applicable jurisdictions.

Section 10.14 Investments. The Company shall not, and shall not permit any Subsidiary to, make (i) any additional investment in Pr Securities Holdings and Mortgages, other than normal recurring maintenance capital expenditures, without the consent of each holder of Note Amendment Effective Date without the consent of each holder of Notes, or (iii) any additional

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Investment without the consent of each holder of Notes (except with respect to the Company's only Sponsored REIT, FSP Monument Circle Co existing Mortgage loan, and (v) the Company may not increase the principal amount of the existing Mortgage loan or make a new Mort Notwithstanding the foregoing, in connection with a Disposition of a Property otherwise permitted hereunder, the Company may retain an inter following the consummation of such Disposition or receive a note so long as (A) at least ninety-five percent (95%) of the consideration for the r Affiliate of the Company and is pursuant to an arms-length transaction.

Section 10.15 Indebtedness. The Company shall not, and shall not permit any Subsidiary to, create, incur, Guarantee, assume or su

- (a) Indebtedness under the BAML Loan Documents and the BMO Loan Documents in an amount not to exceed the respec
- (b) any renewals, extensions, refinancings or replacements, but not increases of the Indebtedness described in clause (i), breach of any of the Financial Covenants set forth herein and (B) the final stated maturity date of any refinancing or replacement Indeb replaced; and
- (c) Indebtedness of the types described in clauses (c), (d) and (e) of the definition of "Indebtedness," in each case incurred

Section 10.16 Dispositions. The Company shall not, and shall not permit any Subsidiary to, make any Disposition, except:

- (a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of busin
- (b) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purc promptly applied to the purchase price of such replacement property;
- (c) Dispositions of property by any Subsidiary to the Company (provided after such Disposition, the Company remains in Subsidiary thereof;
- (d) Dispositions permitted by Section 10.2(a)-(b); and

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- (e) Dispositions (including without limitation dispositions of Properties and equity interests of Subsidiaries), provided that Covenant that is a Financial Covenant.

In connection with any such Disposition, the Company shall comply with the mandatory prepayment requirements set forth in Section 8.2(b) her

Section 10.17 Severance and Retention Arrangements. The Company shall not, and shall not permit any Subsidiary to, enter into, Company's chief executive officer, president, chief information officer, chief operating officer, chief financial officer and general counsel or the p avoidance of doubt, this covenant will not restrict or prohibit (a) arrangements entered into with individuals in the positions listed above prior to (b) future arrangements with employees of the Company or any of its Subsidiaries not listed in this covenant.

Section 11. EVENTS OF DEFAULT.

(a) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note or any other Loan becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note or any other Loan Party defaults in the payment of ar and payable; or

(c) the Company defaults in the performance of or compliance with any applicable term contained in (or fails to cause any any Additional Covenant; or

(d) ~~the Company or any Subsidiary Guarantor~~ any Loan Party defaults in the performance of or compliance with any term Guaranty or any other Note Document applicable to such Loan Party, and such default is not remedied within 30 days after the

earlier of (1) a Responsible Officer obtaining actual knowledge of such default and (2) the Company receiving written notice of such default to refer specifically to this Section 11(d)); or

(e) (1) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company transactions contemplated hereby or thereby proves to have been false or incorrect in any material respect on the date as of which mg Subsidiary Guarantor or by any officer of such Subsidiary Guarantor in any Subsidiary Guaranty or in any other Note Document or ; proves to have been false or incorrect in any material respect on the date as of which made or deemed made; or

(f) (1) the Company or any Subsidiary is in default (as principal or as guarantor or other surety) in the payment of a Indebtedness under any Swap Contract) that is outstanding in an aggregate principal amount greater than or equal to the Threshold Amount with respect thereto, or (2) the Company or any Subsidiary is in default in the performance of or compliance with any term of any event of default outstanding principal amount greater than or equal to the Threshold Amount (or its equivalent in the relevant currency of payment) or occurs for any such default or condition that also constitutes a Change of Control requiring the prepayment (or offer therefor) of the Notes pursuant to Section 8.7 and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are required to make payments on its regularly scheduled dates of payment, (3) as a consequence of the occurrence or continuation of any event or condition (other than a Change of Control equity interests and other than any voluntary act by the Company or its Subsidiaries which results in the requirement to prepay Pari Passu condition that constitutes a Change of Control requiring the prepayment (or offer therefor) of the Notes pursuant to Section 8.7 and pursuant to such Indebtedness to which the Company or any Subsidiary is a party, provided that the Company is in compliance with the provisions of the Company or any Subsidiary has become obligated to purchase or repay Indebtedness (other than Indebtedness under a Swap Contract) outstanding principal amount greater than or equal to the Threshold Amount (or its equivalent in the relevant currency of payment), or if

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purchase or repay such Indebtedness, or (4) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) or (ii) the Company or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (ii) any Termination Event (as so defined) under any Swap Contract occurs.

defined in such Swap Contract) and all transactions covered by such Swap Contract are Affected Transactions (as defined in such Swap Contract) as a result thereof is greater than the Threshold Amount; *provided* that to the extent such Swap Contract is governed by a master agreement, the transactions under such master agreement; or

(g) (1) ~~the Company~~ any Loan Party or any Significant Subsidiary (i) is generally not paying, or admits in writing its inability to pay, or is insolvent or to be liquidated, or (ii) makes an assignment for the benefit of its creditors, (iii) consents to the appointment of a custodian, receiver, trustee or other officer, (iv) is adjudicated as insolvent or to be liquidated, or (v) takes corporate or other organizational action for the purpose of any of the foregoing, or (vi) any of the foregoing occurs with respect to one or more other Subsidiaries that, individually or collectively, then account for more than 15% of Total Asset Value; or

(h) (1) a court or other Governmental Authority of competent jurisdiction enters an order appointing, without consent by ~~the Company~~ a trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its a Loan Party or a Significant Subsidiary and such petition shall not be filed against ~~the Company or any of its~~ a Loan Party or a Significant Subsidiary and such petition shall not be filed with respect to one or more other Subsidiaries that, individually or collectively, then account for more than 15% of Total Asset Value; or

(i) any event occurs with respect to ~~the Company~~ a Loan Party or any Significant Subsidiary which under the laws of any jurisdiction, the applicable grace period, if any, which shall apply shall be the one applicable to the relevant proceeding which most closely corresponds to such event.

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(j) one or more final judgments or orders for the payment of money aggregating in excess of the Judgement Threshold Amount, or (ii) one or more final judgments or orders for the payment of money aggregating in excess of the Judgement Threshold Amount enforcing a binding arbitration decision (to the extent not covered by independent third party insurance as to which the insurer does not provide coverage) against ~~the Company or any of its~~ a Loan Party or a Significant Subsidiary and which judgments are not, within 30 days after entry thereof, bonded, discharged or stayed pending appeal.

(k) if (1) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof, (2) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC, (3) a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject to the provisions of section 4001(a)(18) of ERISA under one or more Plans, determined in accordance with Title IV of ERISA, (4) the aggregate current value of the assets of such Non-U.S. Plans allocable to such liabilities, (5) the Company or any ERISA Affiliate shall be liable for the penalty or excise tax provisions of the Code relating to employee benefit plans, (6) the Company or any ERISA Affiliate withdraws or terminates any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any ERISA Affiliate to maintain a Non-U.S. Plan in compliance with the requirements of any and all applicable laws, statutes, rules, regulations or court orders, or (7) any Subsidiary becomes subject to the imposition of a financial penalty (which for this purpose shall mean any tax, penalty or other liability) such event or events described in clauses (1) through (9) above, either individually or together with any other such event or events, or (8) the terms "employee benefit plan" and "employee welfare benefit plan" shall have the respective meanings assigned to such terms in section 4001(a)(18) of ERISA.

(l) any Subsidiary Guaranty shall cease to be in full force and effect, any Subsidiary Guarantor or any Person acting as Guarantor, or the enforceability of any Subsidiary Guaranty, or the obligations of any Subsidiary Guarantor under any Subsidiary Guaranty are not or cannot be enforced, except to the extent such Subsidiary Guaranty has been discharged in accordance with Section 9.7(b).

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(m) any Collateral Document shall for any reason fail to create a valid and perfected security interest in any portion of the collateral or (ii) as a result of the release of such security interest in accordance with the terms of any Note Document.

Section 12. REMEDIES ON DEFAULT, ETC.

Section 12.1 Acceleration.

- (a) If an Event of Default with respect to ~~the Company~~ a Loan Party described in Section 11(g), (h) or (i) (other than an Event of Default by reason of the fact that such clause encompasses clause (1) of Section 11(g)) has occurred, all the Notes then outstanding shall automatically become due and payable.
- (b) If any other Event of Default has occurred and is continuing, the Required Holders may at any time at their option, by notice to the Company, declare all the Notes held by it or them to be immediately due and payable.
- (c) If any Event of Default described in Section 11(a) or (b) has occurred and is continuing, any holder or holders of Notes may, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith bear interest thereon (including interest accrued thereon at the applicable Default Rate) and (y) the Make-Whole Amount determined in respect of such Notes at presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event of a Default or Default or impairment of such right under such circumstances.

Section 12.2 Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether any holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or otherwise in any Note ~~or~~, Subsidiary Guaranty or any other Note Document, or for an injunction against a violation of any of the terms hereof or thereof, the Company shall be liable for the payment of the principal of and interest on such Notes.

Section 12.3 Rescission. At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the Company shall be liable for the payment of the principal of and interest on such Notes and its consequences if (a) the Company has paid all

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overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than the principal of and interest on such Notes, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the applicable Default Rate, (b) solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes and not discharged or vacated. If any Event of Default or Default or impairment of such right consequent thereon.

Section 12.4 No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder shall constitute a waiver or election of remedies, powers or remedies. No right, power or remedy conferred by this Agreement, any Subsidiary Guaranty ~~or~~, any power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the foregoing, the Company shall be liable for the payment of the principal of and interest on such Notes and its consequences if (a) the Company has paid all

Section 13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

Section 13.1 Registration of Notes. The Company shall keep at its principal executive office a register for the registration and recording of all Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. If any owner of such Note or Notes shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's or holder's request pursuant to this Agreement. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor or a registered holder of Notes.

Section 13.2 Transfer and Exchange of Notes. Upon surrender of any Note to the Company at the address and to the attention of the Company (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or part thereof), within 10 Business Days thereafter, the Company shall issue one or more new Notes of the same series (as requested by

the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be dated and bear interest from the substantially in the form of Schedule 1(a) or Schedule 1(b), as applicable. Each such new Note shall be dated and bear interest from the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax transferred (a) in denominations of less than \$100,000, *provided* that if necessary to enable the registration of transfer by a holder of its entire \$100,000 and (b) so long as no Event of Default shall have occurred and be continuing, to a Competitor. Any transferee, by its acceptance of representation set forth in Section 6.3, and to be bound by all of the terms and provisions applicable to the holder of the Notes as if originally a holder

Section 13.3 Replacement of Notes. Upon receipt by the Company at the address and to the attention of the designated officer (addressed to the Company at the address and to the attention of the designated officer) of a lost, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor),

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (*provided* that if the holder of such Note is a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory to the Company);

(b) in the case of mutilation, upon surrender and cancellation thereof,

within 10 Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Note of the same series, containing the same terms and conditions as the destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

Section 13.4 Company's Obligation to Collateral Agent to Provide the Register. Upon the appointment of the Collateral Agent for the Notes, the Company hereby undertakes to provide the Collateral Agent with a copy of the Register promptly, without liability for such reliance, on the copy of the Register most recently provided to it without any obligation on its part to confirm with the Collateral Agent the accuracy of the Register.

Section 14. PAYMENTS ON NOTES.

Section 14.1 Place of Payment. Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due on such Note shall be made to the holder of such Note at the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

York, New York at the principal office of Bank of America, N.A. in such jurisdiction. The Company may at any time, by notice to each holder of such Note, change the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 14.2 Payment by Wire Transfer. So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding any such Note may be payable by check, the Company shall pay to the holder of such Note the sums becoming due on such Note for principal, Make-Whole Amount, if any, interest and all other amounts becoming due hereunder by the method specified in the Note, by wire transfer, by check, by cash, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing on the Note, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment of any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which the Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect holder of such Note as the Purchasers have made in this Section 14.2.

Section 14.3 FATCA Information. By acceptance of any Note, the holder of such Note agrees that such holder will with reasonable promptness, upon request by the Company, from time to time (a) in the case of any such holder that is a United States Person, such holder's United States tax identification number; (b) in the case of any such holder that is a non-United States Person, such documentation prescribed by applicable law (including as prescribed by section 1471(b)(3)(C)(i) of the Code) and such additional information as the Company may request in order to determine that such holder has complied with such holder's obligations under FATCA or to determine the amount, if any, to deduct and withhold from any payment to such holder to provide information that is confidential or proprietary to such holder unless the Company is required to obtain such information under FATCA.

Section 15. EXPENSES, ETC.

Section 15.1 Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will reasonably be required by the Required Holders, local or

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other counsel) incurred by the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendment to the Notes or any other Note Document (whether or not such amendment, waiver or consent becomes effective), including: (a) the costs and expenses of any rights under this Agreement, any Subsidiary Guaranty ~~or~~, the Notes or any other Note Document or in responding to any subpoena or other legal process, any Subsidiary Guaranty ~~or~~, the Notes or any other Note Document, or by reason of being a holder of any Note, (b) the costs and expenses, incurred by the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes ~~and~~, in connection with the initial filing of this Agreement and all related documents and financial information with the SVO, *provided* that such costs and expenses the Company shall obtain and maintain at its own cost and expense a Legal Entity Identifier (LEI).

The Company will pay, and will save each Purchaser and each other holder of a Note harmless from, (1) all claims in respect of any action brought by any Purchaser or other holder in connection with its purchase of the Notes), (2) any and all wire transfer fees that any bank or other financial institution charges in connection with a Note with respect to a payment under such Note and (3) any judgment, liability, claim, order, decree, fine, penalty, cost, fee, expense (including reasonable attorneys' fees) in connection with transactions contemplated hereby, including the use of the proceeds of the Notes by the Company.

Section 15.2 Certain Taxes. The Company agrees to pay all stamp, documentary or similar taxes or fees which may be payable by the Company or any Subsidiary Guaranty or any other Note Document or the execution and delivery (but not the transfer) or the enforcement of any of the Notes in the United States or any other jurisdiction, in connection with any amendment of, or waiver or consent under or with respect to, this Agreement ~~or~~, any Subsidiary Guaranty or of any of the Notes or any other Note Document, and will save each holder of a Note to the extent permitted by applicable law from the payment of any such tax or fee required to be paid by the Company hereunder.

Section 15.3 Survival. The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the termination of this Agreement, and the Notes or any other Note Document, and the termination of this Agreement.

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Section 16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of any holder of a Note. All other instruments delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company. All Subsidiary Guaranties embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements.

Section 17. AMENDMENT AND WAIVER.

Section 17.1 Requirements. This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived, at any time by the Company and the Required Holders, except that:

- (a) no amendment or waiver of any of Sections 1, 2, 3, 4, 5, 6 or 21, or any defined term (as it is used therein), will be effective unless approved by the Required Holders;
- (b) no amendment or waiver may, without the written consent of each Purchaser and the holder of each Note at the time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of (i) the principal amount of the Notes the holders of which are required to consent to any amendment or waiver or the principal amount of the Notes then outstanding, or (ii) the Closing that appear in Section 4, ~~or~~ (3) amend any of Sections 8 (except as set forth in the second sentence of Section 8.2), 11(a),

(c) no amendment or waiver may contractually subordinate in right of payment the Obligations hereunder to any other Indebtedness of the Company or its Subsidiaries, except as may be required by law; provided, however, that such amendments or waivers shall not be deemed to constitute a violation of this Section if they are made solely to conform to applicable laws or regulations.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of support, to any Purchaser or holder of a Note as consideration for or as an inducement to the entering into by such Purchaser or holder of any Note or any other Note Document unless such remuneration is concurrently paid, or security is concurrently granted to each holder of a Note even if such Purchaser or holder did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer.* Any consent given pursuant to this Section 17-~~ef~~, any Subsidiary Guaranty or Note to (1) the Company, (2) any Subsidiary or any other Affiliate or (3) any other Person in connection with, or in anticipation of, such Affiliates, in each case in connection with such consent, shall be void and of no force or effect except solely as to such holder, and any would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the sa

Section 17.3 Binding Effect, Etc. Any amendment or waiver consented to as provided in this Section 17-~~of~~, any Subsidiary Guarantee shall be binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to reflect such amendment, obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No exercise of any rights hereunder or under any Note-~~or, any Subsidiary Guaranty~~ or any other Note Document shall operate as a waiver of any right.

Section 18. NOTICES.

Except to the extent otherwise provided in Section 7.4, all notices and communications provided for hereunder shall be in writing and internationally recognized overnight delivery service (charges prepaid), (b) by registered or certified mail with return receipt requested (postage such notice must be sent:

(1) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communication specified to the Company in writing,

(2) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Co

(3)if to the Company, to the Company at its address set forth at the beginning hereof to the attention of Chief Financial writing.

(4)if to the Collateral Agent, to the Collateral Agent at its address set forth below, or at such other address as the Collat

[Acquiom Agency Services LLC](#)
[950 17th Street, Suite 1400](#)
[Denver, CO 80202](#)
[Attention: Loan Agency Team](#)
[Telephone: \(612\) 509-2321](#)
[Electronic Mail: janderson@srsacquiom.com;](#)
[loanagency@srsacquiom.com](#)

Notices under this Section 18 will be deemed given only when actually received.

Section 19. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating hereto, including (a) consents, waivers and modifications that may hereafter be executed, (t

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Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to an digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates th as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproductio or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any of the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

Section 20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, "Confidential Information" means information delivered to any Purchaser or holder or the Collat contemplated by or otherwise pursuant to this Agreement that is confidential or proprietary in nature, provided that, in the case of information (shall be deemed to be confidential unless the Company or such Subsidiary has clearly and conspicuously marked such information as "PUBLI known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such P Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purc confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential in disclose Confidential Information to (1) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclo: auditors, financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordan to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its rece offers to purchase any Security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be t Purchaser, (7) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access delivery or disclosure may be necessary or appropriate (i) to effect compliance with any law, rule, regulation or order applicable to such Purcha which such Purchaser is a party or (iv) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably deter

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delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchase of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as the

Section 22.4 Construction, Etc. Each covenant contained herein shall be construed (absent express provision to the contrary) : covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Section 22.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute the entire agreement. Delivery of a counterpart in "pdf" format shall be deemed to constitute delivery of a counterpart in hard copy form. Delivery of a counterpart in "pdf" format shall be deemed to constitute delivery of a counterpart in hard copy form.

Section 22.7 Jurisdiction and Process; Waiver of Jury Trial.

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(b) The Company agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding binding upon it subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States or the State of New York by a suit upon such judgment.

(d) Nothing in this Section 22.7 shall affect the right of any holder of a Note to serve process in any manner permitted by law in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

Section 23. The Collateral Agent

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terms of this Agreement, any other Collateral Document and the Intercreditor Agreement. Each holder of a Note hereby acknowledges and agrees to the terms of this Agreement, any other Collateral Document and the Intercreditor Agreement. The Collateral Agent shall not have or be

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deemed to have any fiduciary relationship with any holder of a Note or any other Person, and no implied covenants, functions, responsibilities, or otherwise exist against the Collateral Agent. Without limiting the generality of the foregoing, the use of the term "agent" herein and in the Collateral Documents shall not be construed to create any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a descriptive term between independent contracting parties. The permissive authorizations, entitlements, powers and rights (including the right to request that the Collateral Agent take any action or omit to take any action) granted to the Collateral Agent herein shall not be construed as duties. The Collateral Agent shall not have any responsibility for the pending distribution thereof. Whether or not explicitly set forth therein, the rights, powers, protections, immunities and indemnities granted to the Collateral Agent in connection with its role as Collateral Agent under the Collateral Documents and the Intercreditor Agreement. Except to the extent expressly provided, which shall require direction from all holders of Notes, the Required Holders shall have the right to direct the Collateral Agent in all matters. The Collateral Agent is required under this Agreement, any other Collateral Document or the Intercreditor Agreement to take an action or omit to take any action, as applicable, the Collateral Agent shall be fully protected in relying on such direction which shall certify by each executing holder of the Notes that such direction is in the best interests of the holders of Notes, as applicable.

Section 23.2 Delegation of Duties. The Collateral Agent may execute any and all of its duties and exercise its rights and powers through its agents, sub-agents, employees or attorneys in fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters. The Collateral Agent shall not be liable for the negligence or misconduct of any agent or attorney in fact that it selects with due care. Any such delegation made shall not preclude the subsequent or any subsequent delegation of any such rights, powers, authorities and discretions.

Section 23.3 Default; Collateral.

(a) Notwithstanding anything to the contrary in this Agreement, the other Collateral Documents or the Intercreditor Agreement, that the Required Holders (except in the case of actions to be taken as contemplated by Section 17.1(b)(5), which shall require direct enforcement of the rights of the holders of Notes, and the Collateral Agent shall be entitled to refrain from taking any action (without incurring any expense) if it has received written instructions

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from the Required Holders or all holders of Notes, as applicable. All rights of action under the Collateral Documents and the Intercreditor Agreement (at the written direction of the Required Holders) and any suit or proceeding instituted by the Collateral Agent (as Collateral Agent) as the Collateral Agent without the necessity of joining as plaintiffs or defendants any holder of a Note, and the recovery of any judgment payable to the Collateral Agent. In actions with respect to any Collateral or other property or assets of the Company or any of its Subsidiaries, the Collateral Agent authorizes and directs the Collateral Agent to enter into the Collateral Documents and the Intercreditor Agreement to which it is a party.

(b) Except to the extent that the consent of such holder of a Note is expressly required under the terms of this Agreement, the provisions of this Agreement, the Collateral Documents and the Intercreditor Agreement, and the exercise by the Required Holders of their rights incidental thereto, shall be authorized by and binding upon all holders of Notes.

(c) The Collateral Agent is hereby authorized (but not obligated) on behalf of the holders of Notes, without the necessity of obtaining the consent of any holder of a Note, with respect to any property, Collateral or Collateral Documents and the Intercreditor Agreement which may be necessary to create, perfect or enforce the Collateral Documents.

(d) The Collateral Agent shall not have any obligation whatsoever to any holder of a Note or to any other Person to assure that such holder or such other Person owns it or is cared for, protected, or insured or has been encumbered or that the Liens granted to the Collateral Agent pursuant to the Collateral Documents are

enforced, or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure of any of the Collateral Documents; IT BEING UNDERSTOOD AND AGREED THAT IN RESPECT OF THIS AGREEMENT OR ANY COLLATERAL AGENT SHALL NOT HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO THIS AGREEMENT OR THE NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL AND NONAPPEALABLE JUDGMENT); PROVIDED THAT NO AGENT OTHERWISE TO THE CONTRARY, the Collateral Agent shall not have any duty to (i) file or prepare any financing or continuation statements or re

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public office for purposes of creating, perfecting or maintaining any Lien or security interest created under the Collateral Documents; (ii) take any action to protect against any diminution in value of the Collateral.

- (e) Each holder of a Note hereby irrevocably authorizes the Collateral Agent to release any Lien granted to or held by the Company or any Subsidiary thereof that
- (1) upon payment in full of principal, interest and all other Obligations (other than contingent indemnification obligations) of the Company or any Subsidiary thereof;
 - (2) upon release of a Subsidiary Guaranty (with respect to the Liens securing such Subsidiary Guaranty granted by such Company or Subsidiary);
 - (3) in connection with any disposition of Collateral to any Person other than the Company or any Subsidiary thereof that
 - (4) with the consent of the requisite holders of the Notes in accordance with the provisions under Section 17 of this Agreement;
 - (5) with any release permitted under Section 9.7(d).

Upon request by the Collateral Agent at any time, the Required Holders (or such other number or percentage of holders of the Notes as is required hereunder), shall execute and deliver to the Collateral Agent, to release particular types or items of the Collateral pursuant to this Section and the Collateral Agent shall be entitled to release particular types or items of the Collateral pursuant to this Section and the Collateral Agent shall be entitled to release particular types or items of the Collateral pursuant to this Section and the Collateral Agent shall be entitled to release particular types or items of the Collateral pursuant to this Section. In the absence of such a Section.

(f) In furtherance of the authorizations set forth in this Section, each holder of a Note hereby irrevocably appoints the Collateral Agent, to release particular types or items of the Collateral pursuant to this Section and the Collateral Agent shall be entitled to release particular types or items of the Collateral pursuant to this Section and the Collateral Agent shall be entitled to release particular types or items of the Collateral pursuant to this Section. In the absence of such a Section.

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Collateral Agent (or any Person acting on behalf of the Collateral Agent pursuant to a valid power of attorney). The power of attorney created by the Collateral Agent shall be irrevocable so long as the Note, or any part thereof, shall remain unpaid.

Section 23.4 Liability of Collateral Agent.

- (a) Neither the Collateral Agent nor any of its Related Parties shall:
- (1) BE LIABLE FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY ANY OF THEM UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL AGENT SHALL NOT HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO THIS AGREEMENT OR THE NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL AND NONAPPEALABLE JUDGMENT); PROVIDED THAT NO AGENT OTHERWISE TO THE CONTRARY, the Collateral Agent shall not have any duty to (i) file or prepare any financing or continuation statements or re

REQUIRED HOLDERS (OR SUCH OTHER NUMBER OR PERCENTAGE OF HOLDERS OF THE NOTES AS IS REQUIRED OF THE COLLATERAL AGENT, or

(2) be responsible in any manner to any holder of a Note or any other Person for any recital, statement, representation or Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Collateral Document, or for the creation of the validity, genuineness, enforceability, existence, value or sufficiency of any Collateral, or to make any inquiry respecting the validity, or for any failure of the Company or any other party to any Collateral Document to perform its obligations hereunder or there observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Collateral Document.

(b) The Collateral Agent shall not be required to use, risk or advance its own funds or otherwise incur financial liability in the event shall the Collateral Agent be liable, directly or indirectly, for any special, indirect, punitive or consequential damages, even if the Collateral Agent takes any action.

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(c) Notwithstanding any other provision of this Agreement or the other Collateral Documents, the Collateral Agent shall not be subject to the Required Holders (or such other number or percentage of the holders of the Notes as shall be necessary, or as the Collateral Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred, or the opinion or the opinion of its counsel, may expose the Collateral Agent to liability that is contrary to any Collateral Document or applicable law.

(d) The Collateral Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement, including any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fire; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of Bank wire or telex or other wire or communication facility.

(e) (reserved)

(f) The Collateral Agent shall have no obligation to file or record any financing statements, notices, instruments, documents or to validate any security interest granted to the Collateral Agent pursuant to any Collateral Document or (ii) enable the Collateral Agent to perfect its security interest. The Collateral Agent shall have no responsibility or liability (i) in connection with the acts or omissions of any Person in respect of the foregoing or (ii) for the Collateral or the perfection and priority of such security interest.

(g) Whenever reference is made in this Agreement or any other Collateral Document to any discretionary action by, consent or from, or other discretionary direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent, the Collateral Agent shall have the right to exercise its discretion, rights or remedies to be made (or not to be made) by the Collateral Agent (except in connection with any other Collateral Document to which it is a party when such amendment affects the rights and obligations of the Collateral Agent, each that the Collateral Agent shall not have any duty to act, and shall be fully justified in failing or refusing to take any such action, if it has not

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in the case of actions to be taken as contemplated by Section 17.1(b)(5)) in respect of such action.

Section 23.5 Reliance by Collateral Agent.

(a) The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the person

counsel (including counsel to the Company), independent accountants and other experts selected by the Collateral Agent. Delivery of and the Collateral Agent's receipt of the foregoing shall not constitute constructive knowledge of any event or circumstance or any infor in notices, reports or other documents delivered to the Collateral Agent and other publicly available information shall not constitute Collateral Agent in any capacity shall not constitute knowledge of or delivery to the Collateral Agent in any other capacity under the Coll

(b) Notwithstanding any provision of this Agreement or the other Note Documents to the contrary, before taking or omitting the other Collateral Documents, the Collateral Agent may seek the written direction of the Required Holders (or the written direction of rely (and is fully protected in so relying) upon such direction. If the Collateral Agent requests such direction with respect to any action, it has received such direction, and the Collateral Agent shall not incur liability to any Person by reason of so refraining. In the absence o Note shall direct in any circumstance, the direction of the Required Holders shall apply and be sufficient for all purposes. If the Colla against any and all fees, losses, liabilities and expenses which may be incurred by the Collateral Agent by reason of taking or continuin take or omit to take any such action. Any provision of this Agreement or the other Collateral Documents authorizing the Collateral Agent

(c) The Collateral Agent shall be entitled to rely upon advice of counsel concerning legal matters and such advice shall be absent gross negligence or willful misconduct.

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(d) If at any time the Collateral Agent is served with any judicial or administrative order, judgment, decree, writ or other forms of levies or injunctions or stays relating to the transfer of any Collateral), the Collateral Agent is authorized to comply therewith in Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been v

(e) If the Collateral Agent shall reasonably require any information to perform its duties under the Collateral Documents, request.

(f) Whether or not so expressly stated therein, in entering into, or taking (or forbearing from) any action under pursuant to, and other protections granted to it under this Agreement (in addition to those that may be granted to it under the terms of such other Co

(g) The Collateral Agent shall not be liable for any loss, including any loss of principal or interest, or for any breakage fees with the terms of the Collateral Documents, absent gross negligence or willful misconduct.

(h) To the extent payment is made to the Collateral Agent in respect of the Obligations, the Collateral Agent shall act as a y the Collateral Agent have any duty, obligation or liability with respect to the withholding laws or requirements of any other country). T Agent shall have the right to withhold amounts from any payments under the Collateral Documents, and shall not be liable for such with applicable, shall provide to the Collateral Agent any additional IRS forms (or updated versions of any previously submitted IRS forms) request of the Collateral Agent as may be necessary to (i) determine the nature of the income and whether any tax or withholding ob Collateral Agent to fulfill its tax reporting obligations under applicable law with respect to this Agreement or any amounts paid to a hold Agent, shall have no liability to the Company, the holders of the Notes or any other Person in connection with any tax withholding amou failure, as applicable, to timely provide an accurate, correct and complete IRS Form W-9, an appropriate IRS Form W-8 or such other di

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certification or other documentation expires or becomes obsolete or inaccurate in any respect, the Company or any holder of a Note s documentation or promptly notify the Collateral Agent in writing of its legal inability to do so.

(i) Each holder of a Note and any transferees or assignees after the Closing Date will be required to provide to the Collateral Agent to permit the Collateral Agent to comply with its tax reporting obligations under applicable laws, including any applicable

Section 23.6 Notice of Default. The Collateral Agent shall be deemed not to have knowledge or notice of the occurrence of any (management under this Agreement) of the Collateral Agent shall have received written notice from a holder of a Note or the Company referring "notice of default". The Collateral Agent shall take such action with respect to such Default or Event of Default as shall be directed by the Required

Section 23.7 Successor Agent. The Collateral Agent may resign at any time upon 30 days' notice to the holders of the Notes with which the Required Holders shall appoint a successor agent. Upon the acceptance of its appointment as successor agent hereunder, such successor expenses, indemnities or other amounts due and owing to the Collateral Agent prior to the resignation or removal thereof), powers and duties (and obligations hereunder or under the Collateral Documents and the term "Collateral Agent" shall mean such successor agent and the retiring any retiring Collateral Agent's resignation hereunder, the provisions of this Section 23 shall inure to the benefit of such retiring Collateral Agent while the retiring Collateral Agent was the Collateral Agent under this Agreement. If no successor agent has accepted appointment as a resignation, the retiring Collateral Agent's resignation shall nevertheless thereupon become effective and the holders of the Notes shall perform appoint a successor agent as provided for above; provided that in the case of any security held by the Collateral Agent on behalf of the holder such security in a custodial capacity only until such time as a successor agent is appointed or deposit such security with a court of competent jurisdiction may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which Agent shall be the successor of the Collateral Agent without the execution or filing of any paper with any party hereto or any further act on the by law to effect

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such succession, anything herein to the contrary notwithstanding. If no such successor shall have been so appointed by the Required Holders, gives notice of its resignation, then the Company may on behalf of the holders of the Notes, appoint a successor agent.

Section 23.8 Expenses; Indemnity.

(a) The Company agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Collateral Agent in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the Collateral Agent in connection with the enforcement or protection of its rights in connection with this Agreement and the other Collateral Documents counsel for the Collateral Agent. The Company further agrees to pay all amounts due and owing to the Collateral Agent pursuant to the

(b) The Company agrees to indemnify the Collateral Agent and its respective partners, controlling persons, legal representatives and advisors and affiliates (each such person being called an "Indemnitee") against, and to hold each Indemnitee reasonable counsel fees, charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with this Agreement or any other Collateral Document or any agreement or instrument contemplated thereby, the performance by the contemplated thereby, (ii) the enforcement of this Agreement (including the indemnification set forth in this Section 23.08) and any other foregoing, whether or not any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction or negligence or willful misconduct of such Indemnitee.

(c) Each holder of a Note shall indemnify, reimburse and hold harmless the Indemnitees, in each case, to the extent that Agent Indemnitee under clause (a) or (b) of this Section, and without limiting the obligation of the Company to do so, based on and to unreimbursed expense or indemnity payment is sought), from and against (i) all unreimbursed expenses of such Indemnitee under clause including reasonable counsel fees, charges and disbursements, incurred by or asserted against such Indemnitee arising

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out of, in any way connected with, or as a result of (A) the execution or delivery of this Agreement or any other Collateral Document or respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby, (B) the other Collateral Document, or (C) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not such by the Company) (provided that, in each case, such indemnity shall not, as to any Indemnitee, be available to the extent that such jurisdiction by final and non-appealable judgment to have resulted primarily from the gross negligence or willful misconduct of such Indemnitee or related expense, as the case may be, was incurred by or asserted against the Indemnitee in its capacity as Collateral Agent holder's respective unpaid principal amount of the outstanding Notes.

(d) To the extent permitted by applicable law, the Company shall not assert, and hereby waives, any claim against any Indemnitee punitive damages arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, if such claim was foreseeable or contemplated.

(e) The provisions of this Section shall survive, remain operative and in full force and effect regardless of the expiration of the term of any of the Notes, the invalidity or unenforceability of any term or provision of this Agreement or any other Collateral Document, any investigation or replacement of the Collateral Agent. All amounts due under this Section shall be payable on written demand therefor.

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SCHEDULE A

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

~~"1031 Intermediary" means a Person in such person's capacity as an intermediary or accommodation holder for the benefit of the Company or such Wholly-Owned Subsidiary intended to qualify under section 1031 of the Code.~~

~~"1031 Property" means a property whose legal title or other indicia of ownership is held by a 1031 Intermediary as part of exchange of~~

"Additional Covenant" is defined in Section 9.9.

"Additional Note Purchase Agreement" means any note purchase agreement or similar document, instrument or agreement executed by or for the Company or any Subsidiary, which obligor or otherwise provides a guarantee or other credit support, in connection with a private placement debt financing of indebtedness for borrowing (including, without limitation, as part of a common interrelated financing), in each case, as such document, instrument or agreement may be amended, restated, supplemented or replaced in whole or in part.

"Adjusted EBITDA" means, for the most recently ended fiscal quarter of the Company, EBITDA of the Consolidated Parties for such period.

"Adjusted Interest Rate" is defined in Section 1.2.

"Affiliate" means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company, and Sponsor.

"Agent Fee Letter" means the fee letter dated as of February 21, 2024 between the Company and the Collateral Agent.

"Agreement" means this Note Purchase Agreement, including all Schedules attached to this Agreement.

"Anti-Corruption Laws" means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activities.

SCHEDULE A
(to Note Purchase Agreement)

"Anti-Money Laundering Laws" means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Sharing Percentage" means (a) in connection with any prepayment (other than a mandatory prepayment arising from prepayment arising from a Disposition or Equity Issuance, (i) with respect to the Indebtedness under the BAML Loan Documents, 20.000000% respect to the Indebtedness under the Notes, 44.444444%.

"Attributable Indebtedness" means, on any date, (a) in respect of any capital lease of any Person, the capitalized amount thereof th GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease t GAAP if such lease were accounted for as a capital lease.

"Authorized Collateral Agent" has the meaning ascribed to such term in the Intercreditor Agreement.

"Below Investment-Grade Event BAML Credit Agreement" is defined in ~~Section 1.2~~ clause (a) of the definition of "Material Credit Facil

"BAML Loan Documents" means the BAML Credit Agreement, and the documents, instruments and agreements executed in replacements or refinancing thereof (in each case to the extent permitted under Section 10.15).

"BAML Term Loans" means any loans made pursuant to the BAML Credit Agreement.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons publ sanctions that have been imposed under U.S. Economic Sanctions Laws or (c) a Person that is an agent, department or instrumentality of, o Person, entity, organization, country or regime described in clause (a) or (b).

"BMO Credit Agreement" is defined in clause (b) of the definition of "Material Credit Facility".

"BMO Loan Documents" means the BMO Credit Agreement, and the documents, instruments and agreements executed in connectio or refinancing thereof (in each case to the extent permitted under Section 10.15).

"BMO Term Loans" means any loans made pursuant to the BMO Credit Agreement.

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"Business Day" means (a) for the purposes of Section 8.6 only, any day other than a Saturday, a Sunday or a day on which commerc other provision of this Agreement, any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York, or Bos

"Capital Reserve" means for any period and with respect to a Property (other than any Projects Under Development), an amount € multiplied by (b) \$0.30 per annum.

"Capitalization Rate" means (a) for each CBD or Urban Infill Property, 6.75%; *provided* that, if any MFL Facility provides for a "ca capitalization rate herein for CBD or Urban Infill Properties shall be the highest capitalization rate for CBD or Urban Infill Properties then applic for each CBD or Urban Infill Property be less than 6.00%, and (b) for each Suburban Property, 7.50%; *provided* that, if any MFL Facility provi capitalization rate herein for Suburban Properties shall be the highest capitalization rate for Suburban Properties then applicable under any MF Property be less than 6.75%.

"Cash Equivalents" means (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instr thereof) having maturities of not more than 12 months from the date of acquisition, (b) U.S. dollar denominated time deposits and certificates of excess of \$500,000,000 or (2) any bank whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from each case with maturities of not more than two years from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued or notes issued by, or guaranteed by, any domestic corporation rated "A-2" (or the equivalent thereof) or better by S&P or "P-2" (or the equ repurchase agreements with a bank or trust company or recognized securities dealer having capital and surplus in excess of \$500,000,000 fr

Party shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940 which portfolios of which invest principally in Investments of the character described in the foregoing clauses (a) through (d).

"CBD or Urban Infill Property" means (a) any Property listed on Schedule 5.20 or in the most recent certificate of a Senior Financial Officer

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case identified as a CBD or Urban Infill Property, and (b) any other improved Property which is located in markets with characteristics similar to those of the Properties held by the Holders as a CBD or Urban Infill Property from time to time.

"Change of Control" is defined in Section 8.7(f).

"Change of Control Proposed Prepayment Date" is defined in Section 8.7(b).

"Closing" is defined in Section 3.

"Code" means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder from time to time.

"Collateral" has the meaning set forth in Section 9.7(b).

"Collateral Agent" shall mean Acquiom Agency Services LLC, in its capacity as collateral agent under the Collateral Documents, together with any successors, exercising substantially the same rights and powers.

"Collateral Documents" means, collectively, the Pledge Agreement and all other agreements, instruments and documents executed by the Company in connection with the Obligations and any joinders, amendments and supplements to the foregoing.

"Company" is defined in the first paragraph of this Agreement.

"Competitor" means any Person (other than any initial Purchaser or any Person described in clause (c) of the definition of Institutional Investor) provided, however, that the term "Competitor" shall exclude any Person that is an Institutional Investor described in clause (a), (b) or (d) of the definition of Institutional Investor through the holding of passive investments in a Competitor.

"Confidential Information" is defined in Section 20.

"Consolidated Parties" means a collective reference to the Company and its consolidated Subsidiaries, as determined in accordance with the Consolidated Financial Statements, not included as Consolidated Parties under this Agreement.

"Contractual Obligation" means, as to any Person, any material provision of any material security issued by such Person or of any mortgage or other security interest in any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a

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securities, by contract or otherwise; and the terms **"Controlled"** and **"Controlling"** shall have meanings correlative to the foregoing.

"Controlled Entity" means (a) any of the Subsidiaries of the Company and any of their or the Company's respective Controlled Affiliate

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the right

"Default" means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both,

"Default Rate" means, with respect to any Note, that rate of interest per annum that is the greater of (a) 2.00% above the rate of interest publicly announced by Bank of America, N.A. in New York, New York as its "base" or "prime" rate.

"Disclosure Documents" is defined in Section 5.3.

"Disposition" or **"Dispose"** means the sale, transfer, license, lease (including any ground lease) or other disposition (including any sale by a Person in the normal course of such Person's business operations) of any property by any Person, including any sale, assignment, transfer or claims associated therewith. For the avoidance of doubt, any assignment or other disposition for collateral or security purposes shall not constitute

"EBITDA" means for the Consolidated Parties, for the most recently ended fiscal quarter of the Company, without duplication, the sum of extraordinary gains and losses and Hedge Ineffectiveness for such period (but including syndication fees), plus (b) an amount which, in the determination of Interest Expense in connection with (1) Interest Expense (plus, amortization of deferred financing costs, to the extent included in the determination of Interest Expense in accordance with GAAP, plus (c) the Consolidated Parties' Equity Percentages of the above attributable to Unconsolidated Affiliates.

"Eligible Unencumbered Property Pool" means, collectively, Properties ~~(other than unimproved land)~~ of the Company and its Wholly-Owned Subsidiaries that meet the following criteria:

- (a) such Property is 100% fee owned (or ground leased) by the Company or any Wholly-Owned Subsidiary ~~or any 1031 Intermediary~~

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- (b) such Property is primarily an industrial, office, flex, or apartment property;

- (c) such Property is located in the continental United States;

- (d) such Property or ownership thereof ~~(including the Equity Interests in the Wholly-Owned Subsidiary or 1031 Intermediary)~~ is not subject to any ~~Negative Pledges~~, except for liens (and under documents related thereto) specified in clauses (a) through (d), inclusive, of the definition of ~~Pledges~~ and does not have any Recourse Indebtedness ~~(unless such other than pursuant to the BMO Loan Documents and the BMO Guarantor)~~; ~~(including the Equity Interests in the Wholly-Owned Subsidiary or 1031 Intermediary)~~

- (e) the owner of such Property has the right to sell, transfer or dispose of such Property, *provided* that if any such Property is disposed of by the owner, the lessor is required to approve of or consent to any sale, transfer or disposition based on reasonable objective criteria and assumption agreements from the transferor and transferee;

- (f) such Property is free of all structural defects or major architectural deficiencies, title defects, Environmental Liabilities or

- (g) such Property, if subject to a Financeable Ground Lease, is included in the "eligible unencumbered property pool" under

- (h) such Property satisfies the requirements set forth on Schedule EUPP.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, or restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those relating to

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, cleanup, or removal) from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or threatened release of any Hazardous Materials into the environment from a Property of a Consolidated Party.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for, or exercisable for, such shares of capital stock of (or other ownership or profit interests in) such Person, and all of the securities convertible into or exchangeable for, or exercisable for, such shares of capital stock of (or other ownership or profit interests in) such Person.

options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interest, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Equity Issuance" means the issuance or sale by any Person of any of its Equity Interests or any capital contribution to such Person by

"Equity Percentage" means, with respect to any Person, the aggregate ownership percentage of such Person in an Unconsolidated Affiliate as set forth in such Unconsolidated Affiliate's organizational documents, and (2) such Person's nominal capital ownership interest in such Unconsolidated Affiliate as set forth in such Unconsolidated Affiliate's organizational documents, and (2) such Person's ownership interest in such Unconsolidated Affiliate as set forth in such Unconsolidated Affiliate's organizational documents, and (2) such Person's income and expenses of such Unconsolidated Affiliate.

"ERISA" means the Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder from time

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Com

"Event of Default" is defined in Section 11.

"Exchange Act" is defined in Section 8.7(h).

"Excluded Subsidiary" means, as of any date of determination, (a) any Subsidiary that is not a Wholly-Owned Subsidiary of the Company, ~~to assets which are collateral for any Secured Indebtedness of such Subsidiary or which is a Subsidiary that is a single asset entity and has otherwise being liable for the indebtedness of any other Person pursuant to (i) any document, instrument or agreement evidencing such~~ ~~organizational documents which provision was included in such Subsidiary's organizational documents as a condition to the extension of~~ [Protective TRS Corp., and FSP REIT Protective Trust.](#)

"Execution Date" is defined in Section 3.

"FASB ASC" means an Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means (a) sections 1471 through 1474 of the Code, as of the Execution Date (or any amended or successor version that is subject to future regulations or official interpretations thereof, (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement for the implementation of the foregoing clause (a), and (c) any agreements entered into pursuant to section 1471(b)(1) of the Code.

"Fee Letter" means that certain Fee Letter, dated as of February 2, 2024, by and between the Company and the holders of Notes.

"Financeable Ground Lease" means a ground lease that provides protections for a potential leasehold mortgagee ("Mortgagee") exercisable unilaterally by the tenant thereunder, of no less than 25 years from the Execution Date, (b) that such ground lease will not be terminated by foreclosure or complete foreclosure, and has failed to do so, (c) provision for a new lease on the same terms to the Mortgagee as tenant if the ground leasehold estates, (e) transferability of the tenant's interest under the ground lease without any requirement for consent of the ground lessor or transferee or delivery of customary assignment and assumption agreements from the transferor and transferee, and (f) that insurance proceeds are applicable to the applicable leasehold mortgage.

"Financial Covenant" means any covenant (whether set forth as a covenant, undertaking, event of default, restriction, prepayment event

- (a) maintain a specified level of net worth, shareholders' equity, total assets, unencumbered assets, unencumbered proper
- (b) maintain any relationship of any component of its capital structure to any other component thereof (including the rel unsecured indebtedness, subordinated indebtedness or recourse indebtedness to total capitalization, total assets, unencumbered asset
- (c) maintain any measure of its ability to service its indebtedness (including exceeding any specified ratio of revenues, ca expenditures and/or scheduled payments of indebtedness);
- (d) restrict the amount of distributions; or
- (e) restrict the amount or type of its investments.

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"FitchFirst Amendment Effective Date" means ~~Fitch Ratings Service~~ February 21, 2024.

"Fixed Charges" means, for the Consolidated Parties, for the most recently ended fiscal quarter of the Company, without duplication, t of (1) any voluntary or mandatory prepayments made by a Consolidated Party and (2) balloon, bullet or similar principal payments which r Consolidated Parties' Equity Percentages of the above clauses (a), (b) and (c) for Unconsolidated Affiliates.

"Form 10-K" is defined in Section 7.1(b).

"Form 10-Q" is defined in Section 7.1(a).

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States.

"Governmental Authority" means

- (a) the government of
 - (1) the United States or any state or other political subdivision thereof, or
 - (2) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asse
- (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such c

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controll public international organization or anyone else acting in an official capacity.

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the ecor manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (1) to purchase or pay (or advance or su securities or services for the purpose of assuring the obligee in respect of such Indebtedness or the payment or performance of such Indebte liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (4) entered into payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of s

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whether or not such Indebtedness is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to ob stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated

the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted,

"Hedge Ineffectiveness" means any amount recorded as hedge ineffectiveness in accordance with FASB ASC 815 under GAAP and in

"holder" means, with respect to any Note, the Person in whose name such Note is registered in the register maintained by the Company for the purposes of Sections 7, 8.7, 12, 17.2 and 18 and any related definitions in this Schedule A, "holder" shall mean the beneficial owner of such Note

"Increase Date" is defined in Section 1.2.

"Immaterial Subsidiary" means, as of any date of determination, any Subsidiary holding assets (excluding earnest money deposits) which is an Immaterial Subsidiary formed for the purpose of purchasing real estate shall be deemed to be an Immaterial Subsidiary prior to purchase of such real estate

"INHAM Exemption" is defined in Section 6.3(e).

"Indebtedness" means, without duplication, all obligations of the following types:

- (a) all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or other
- (b) all direct or contingent obligations under letters of credit (including standby and commercial), bankers' acceptance agreements and capital maintenance agreements) to the extent such instruments or agreements support financial, rather than performance
- (c) any net obligation under any Swap Contract, the amount of which on any date shall be deemed to be the Swap Termination

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- (d) all obligations to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary
- (e) any capital lease or Synthetic Lease Obligation, the amount of which as of any date shall be deemed to be the amount
- (f) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in the Company greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, *provided* that the foregoing shall be payable on or prior to the latest Maturity Date for any Note; and
- (g) all Guarantees in respect of any of the foregoing.

For all purposes hereof, Indebtedness shall include the Indebtedness of any partnership or Joint Venture (other than a Joint Venture in which the Company is not a general partner or a joint venturer, unless such Indebtedness is Nonrecourse Indebtedness. Indebtedness shall not include the Indebtedness of

"INHAM Exemption" is defined in Section 6.3(e).

"Institutional Investor" means (a) any Purchaser, (b) any holder of a Note holding (together with one or more of its affiliates) more than 10% of the outstanding principal amount of any Note, (c) any company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any bank, or any Related Fund of any holder of any Note.

"Interest Expense" means for the Consolidated Parties, without duplication, total interest expense incurred (in accordance with GAAP) by the Company and its Unconsolidated Affiliates.

"Initial Sharing Percentage" means (a) with respect to the Indebtedness under the BAML Loan Documents, 22.22222%, (b) with respect to the Indebtedness under the Notes, 49.38272%.

"Intangible Assets" means goodwill, the purchase price of acquired assets in excess of fair market value thereof, trademarks, trade names and other intangible assets of the Company and its Unconsolidated Affiliates, net of amortization and depreciation of the foregoing.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the First Amendment Effective Date, by and among the Company, the lenders from time to time parties thereto and Bank of America, N.A., as administrative agent for the BAML Loan Documents, Bank of Montreal, as collateral agent for the BMO Loan Documents, and Collateral Agent.

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"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participat Person and any arrangement pursuant to which such Person Guarantees Indebtedness of such other Person, or (c) the purchase or other acqu business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment f

~~"Investment Grade Rating" is defined in Section 1.2.~~

"Joint Venture" means any Person in which a Consolidated Party owns an Equity Interest, but that is not a Wholly-Owned Subsidiary o

"Joint Venture Projects" means all Projects with respect to which a Consolidated Party holds, directly or indirectly, an interest that is le

"Judgement Threshold Amount" means the lesser of (a) \$50,000,000 and (b) the lowest threshold amount then applicable for judge

"Lien" means any mortgage, pledge, hypothecation, assignment for security, encumbrance, lien (statutory or other excepting for any li nature of a security interest or any kind or nature whatsoever (including any conditional sale or other title retention agreement, any other encun lease having substantially the same economic effect as any of the foregoing).

"Loan Party" means, collectively, the Company and each Subsidiary Guarantor.

"Make-Whole Amount" is defined in Section 8.6.

"Material" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Consolidated Pa

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or prop obligations under this Agreement ~~and~~, the Notes or any other Note Document to which it is a party, (c) the ability of any Subsidiary Guarantor to party, or (d) the validity or enforceability against a Loan Party of this Agreement, the Notes ~~or~~, any Subsidiary Guaranty or any other Note Docu

"Material Credit Facility" means, as to the Company and its Subsidiaries,

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(a) the ~~Second Amended and Restated~~ Credit Agreement dated as of ~~October 29, 2014~~ January 10, 2014, as amended as the Company, the lenders from time to time parties thereto and Bank of America, N.A., as administrative agent, ~~(as further amen amendments, supplements, restatements,~~ replacements or refinancing thereof, the "BAML Credit Agreement"); and

(b) the Second Amended and Restated Credit Agreement ~~dated as of October 29, 2014~~ September 27, 2018, as amend among the Company, the lenders from time to time parties thereto and Bank of Montreal, as administrative agent, ~~(as further amer amendments, supplements, restatements,~~ replacements or refinancing thereof, the "BMO Credit Agreement");

(c) ~~the Credit Agreement dated as of November 30, 2016, as amended as of October 18, 2017, by and among the administrative agent, including any renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof~~

(d) ~~any other agreement(s) creating or evidencing indebtedness for borrowed money (other than Nonrecourse Indebtedness which the Company or any Subsidiary is an obligor or otherwise provides a guarantee or other credit support ("Credit Facility"), in a principal amount not in excess of the amount of such indebtedness, or the amount of such indebtedness, whichever is less, or the amount of such indebtedness, determined as of the date of the closing of such facility based on the terms of such amounts, then the largest Credit Facility shall be deemed to be a Material Credit Facility;~~

"Maturity Date" with respect to any Note is defined in the first paragraph of such Note.

"Memorandum" is defined in Section 5.3.

"MFL Facilities" means each of the agreements described in clauses (a) ~~through (c) of the definition of Material Credit Facility and clauses (a) through (c) of the definition of Material Credit Facility shall then be in existence, MFL Facilities means each of agreements satisfying the definition of Material Credit Facility under the Additional Note Purchase Agreement.~~

"Monthly Reporting Package" means the financial reporting package in the form substantially similar to the form delivered to the Purchasers of the Notes, that includes a cash flow statement.

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balance for the Consolidated Parties for the period then ended and the following information with respect to Properties in the Eligible Unencumbered Properties:

(a) a list of each Property's current and projected 12-month occupancy with notes and/or a commentary section that includes annualized rent) with leases expiring in next 24 months, any material new leases or amounts in arrears;

(b) commentary noting any material deviations to original budgeted costs including tenant improvements, leasing commissions;

(c) updated sales progress for each Property that is listed for sale in the market using broker and internal information including listing price, probable timeline, comments regarding status of the sale, and contract details for those under contract (including the sale price, a

"Moody's" means Moody's Investors Service, Inc.

"Mortgage" means (a) any mortgage, deed of trust, deed to secure debt or similar security instrument (regardless of priority) made or taken to secure the payment of Indebtedness and (b) any mezzanine indebtedness relating to such real estate interest and secured by the

"Most Favored Lender Notice" means, in respect of any Additional Covenant, a written notice from the Company giving notice of such covenant with any definitions incorporated therein.

"Multiemployer Plan" means any Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners.

"Negative Pledge" means, with respect to a given asset, any provision of a document, instrument or agreement which prohibits the creation of such asset or any other Person; provided that the following shall not constitute a Negative Pledge: (a) an agreement that prohibits, restricts or limits the creation or assumption of Liens upon the satisfaction or maintenance of one or more specified ratios; (b) an agreement required by law; (c) customary provisions in leases, licenses and other contracts restricting the pledge or assignment thereof; (d) any such provision required by law; provided that in any such case, such prohibition applies only to the Subsidiary or the assets that are the subject of such sale; and (f) any

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"Permitted Liens" means (a) liens securing the Pari Passu Obligations on an equal and ratable basis pursuant to the Intercreditor Agreement in good faith by the Company or a Subsidiary unless payment is required prior to the contesting of any such taxes and *provided* no enforcement and adequate reserves have been established (or are adequately bonded) for such taxes, assessments or governmental charges; ~~(b)~~ liens for materials or supplies and any other liens (exclusive of those securing Indebtedness) which do not materially interfere with the use of the Property of the Company or a Subsidiary and are either bonded or do not exceed in the aggregate at any one time \$5,000,000; and (2) zoning restrictions, easements or other restrictions, which do not materially interfere with the use of the Properties comprising the Eligible Unencumbered Property Pool or the operation of the ~~Subsidiary in connection with a 1031 Property~~; (e) liens deemed to occur by virtue of investments described in clause (d) of the definition of Capital Assets (including any letter of credit issuer, swingline lender or lender under any Material Credit Facility) to secure any exposure resulting from one or more lender's ordinary course of business, in connection with, or to secure payment of, obligations under workmen's compensation, unemployment insurance or similar obligations or securities intermediaries in respect of deposits and accounts maintained in the ordinary course of business and not securing Indebtedness in connection with any letter of intent or purchase agreement; (j) liens securing the obligations of the Company and the Subsidiary Guarantors hereunder at the time of acquisition thereof and refinancing of such liens, ~~liens securing Secured Indebtedness, liens on the Equity Interests of Excluded Subsidiaries~~ in amounts complying with the applicable financial covenants set forth in Section 10.6 and each Additional Covenant that is a Financial Covenant

"Person" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business or other entity.

"Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate is a sponsor or administrator.

"Pledge Agreement" means a Pledge Agreement, substantially in the form of Exhibit A, executed by a Loan Party, to or for the benefit of the Lender

"Preferred Dividends" means, with respect to any Person, dividends or other distributions which are payable to holders of any Equity Interest on a basis prior to dividends or other distributions to the holders of other types of Equity Interests in such Person.

"Projects" means any and all parcels of real property owned by any Consolidated Party or with respect to which the Consolidated Party has a leaseable area in excess of 50,000 square feet or with respect to which construction and development of such improvements are in progress.

~~"Project"~~ **Projects Under Development** means any Project under development or redevelopment by any Consolidated Party (a) classified as a commercial project on a certificate of occupancy has not been issued.

"Properties" means, as of any date of determination, interests in real property, together with all improvements thereon, owned by the Company or a Subsidiary.

"PTE" is defined in Section 6.3(a).

"Purchaser" or **"Purchasers"** means each of the purchasers that has executed and delivered this Agreement to the Company and its Subsidiaries, *provided, however*, that any Purchaser of a Note that ceases to be the registered holder or a beneficial owner (through a nominee) of such Note, shall not be a Purchaser for the meaning of "Purchaser" of such Note for the purposes of this Agreement upon such transfer.

"Purchaser Schedule" means the Purchaser Schedule to this Agreement listing the Purchasers of the Notes and including their notice of assignment.

"Qualified Institutional Buyer" means any Person who is a "qualified institutional buyer" within the meaning of such term as set forth in Rule 15c-1 of the Securities Exchange Act of 1934.

"QPAM Exemption" is defined in Section 6.3(d).

~~"Rating Agency" is defined in Section 1.2.~~

"Rating Agency" means any credit rating agency that is recognized as a "nationally recognized statistical rating organization" by the rating organization" recognized by the SEC and is approved as a "Credit Rating Provider" (or other similar designation) by the NAIC.

"REIT Qualifying Distributions" means Restricted Payments by the Company based on the Company's good faith estimate of its projected REIT, to meet the distribution requirements of Section 857 of the Internal Revenue Code or to eliminate any income or excise Taxes to which the

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"Restricted Payment" means (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of the retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of the Equity, retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Equity Interests of any

"Recourse Indebtedness" means any Indebtedness other than Nonrecourse Indebtedness.

"REIT" means a Person qualifying for treatment as a "real estate investment trust" under the Code.

"Register" is defined in Section 13.1.

"Related Fund" means, with respect to any holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is of such holder or such investment advisor.

"Required Holders" means at any time (a) prior to the Closing, the Purchasers, and (b) on or after the Closing, the holders of more than the Company or any of its Affiliates).

"Responsible Officer" means any Senior Financial Officer and any other officer of the Company with responsibility for the administration

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

"SEC" means the Securities and Exchange Commission of the United States.

"Secured Indebtedness" means all Indebtedness of a Person that is secured by a mortgage, deed of trust, lien, pledge, encumbrance respect of the Pari Passu Obligations.

"Securities" or **"Security"** shall have the meaning specified in section 2(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder from time to time in effect.

"Securities Holdings" means common stock, preferred stock, other capital stock, beneficial interests in trusts, membership interests in Subsidiaries, unconsolidated Subsidiaries and Sponsored REITs, and other than property that is included as "Cash Equivalents," "Cash" or "Marketable Securities" calculated on the basis of the lower of cost or market value as shown on the Company's balance sheet.

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"Senior Financial Officer" means the chief financial officer, principal accounting officer, assistant treasurer, treasurer or comptroller of the Company.

"Series A Notes" is defined in Section 1.

"Series B Notes" is defined in Section 1.

"Significant Acquisition" means an acquisition (in one transaction or a series of related transactions) of (a) one or more entities (excluding any day for which financial statements were delivered pursuant to Section 7.1(a) or (13), or (b) one or more properties for an amount in excess of 1% of the Company's consolidated net worth as of the end of the fiscal year in which the acquisition occurred, or (c) one or more properties for an amount in excess of 1% of the Company's consolidated net worth as of the end of the fiscal year in which the acquisition occurred;

"Significant Subsidiary" means at any time any Subsidiary that would at such time constitute a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X).

"Source" is defined in Section 6.3.

"Sponsored REIT" shall have the same meaning as such term is used in the Company's filings with the SEC. For the avoidance of doubt, the period prior to its syndication.

"State Sanctions List" means a list that is adopted by any state Governmental Authority within the United States pertaining to Persons that are the target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a Person is a director or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise clearly requires, any reference to a "Subsidiary" includes all Subsidiaries.

"Subsidiary Guarantor" means each Subsidiary that has executed and delivered a Subsidiary Guaranty.

"Subsidiary Guaranty" is defined in Section 9.7(a).

"Substitute Purchaser" is defined in Section 21.

"Suburban Property" means (a) any Property listed on Schedule 5.20 or in the most recent certificate of a Senior Financial Officer delivered to the SEC, or (b) any other improved Property that does not constitute a CBD or Urban Infill Property.

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identified as a Suburban Property, or (b) any other improved Property that does not constitute a CBD or Urban Infill Property.

"SVO" means the Securities Valuation Office of the NAIC.

"Swap Contracts" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, interest rate options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate swaps, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions (including, without limitation, any such transactions entered into in connection with the exercise of a swap option), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind or type, whether or not any such transaction is governed by or subject to any master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations entered into in clause (a) hereof (any such master agreement, together with any related schedules, a **"Master Agreement"**), including any such obligations entered into in connection with the exercise of a swap option.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement, the sum of the termination value(s) determined in accordance therewith, such termination value(s), and (b) the market value(s) for such Swap Contracts, as determined based upon one or more readily available quotations provided by any recognized dealer or administrative agents under the MFL Facilities and not objected to by the Required Holders (and the Required Holders agree that Chatham Financial is an administrative agent under the MFL Facilities).

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax related obligation that does not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the in

"Tangible Net Worth" means, for the Consolidated Parties, as of the most recently ended fiscal quarter of the Company, the excess of:

(a) the total book value of all assets of the Consolidated Parties properly classified as Intangible Assets; plus

"Term Loans" means the loans outstanding from time to time under the BAML Credit Agreement and the BMO Credit Agreement.

"Total Assets" means all assets of the Consolidated Parties determined in accordance with GAAP.

Notwithstanding the foregoing, for purposes of determining Total Asset Value, to the extent the aggregate amount of Investments in Pr

Securities Holdings and Mortgages to non-

"Total Indebtedness" means all Indebtedness of the Consolidated Parties determined on a consolidated basis *plus* the Consolidated P.

"Total Liabilities" means all liabilities of the Consolidated Parties determined in accordance with GAAP.

"Total Secured Indebtedness" means, all Indebtedness of the Consolidated Parties that is secured by a mortgage, deed of trust, lien, of the above of Unconsolidated Affiliates ~~and, for purposes of Section 10.6(b) only, shall include all unsecured Indebtedness of Subsidiaries~~ Indebtedness in respect of the Obligations and the other Pari Passu Obligations.

"UCC" means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection, Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, if perfection, effect of perfection or non-perfection or priority.

"Unconsolidated Affiliate(s)" means, with respect to any Person (the **"parent"**), at any date, any corporation, limited liability company, partnership, trust, or other entity, that would not be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP. All references herein to "Unconsolidated Affiliate" or to "Unconsolidated Affiliates" shall refer to an Unconsolidated Affiliate or Unconsolidated Affiliates, as applicable.

"Unencumbered Asset Value" means, without duplication, for the most recently ended fiscal quarter of the Company, with respect to the NOI for such fiscal quarter *minus* the aggregate amount of NOI attributable to each Property sold or removed from the Eligible Unencumbered

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America in the place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to in the Note Purchase Agreement.

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to the Note Purchase Agreement, dated as of the date of the Note Purchase Agreement, between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note shall be deemed to have agreed to the provisions set forth in Section 20 of the Note Purchase Agreement and (b) made the representation set forth in Section 6.3 of the Note Purchase Agreement. This Note amends and restates one or more of the Original Series A Notes as set forth in the initial paragraph hereof, from (and including) December 20, 2023 through (but excluding) the First Amendment Effective Date, as amended and restated by this Note accrued interest at a rate of 4.49% per annum. The Company agrees to pay such accrued interest, which remains unpaid as of the First Amendment Effective Date, on June 20, 2024.

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Number(s) of Original Series A Notes that are amended and restated by this Note:

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer, such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will be deemed to have agreed to the provisions set forth in Section 20 of the Note Purchase Agreement.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the event of an Event of Default as defined in the Note Purchase Agreement.

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This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by the laws of the State that would permit the application of the laws of a jurisdiction other than such State.

FRAN

By:
Name
Its:

[Different first page link-to-previous setting changed from off in original document]

SCHEDULE 1(a)-3
(to Note Purchase Agreement)

[Schedule 1\(b\)](#)

FORM OF SERIES B NOTE

FRANKLIN STREET PROPERTIES CORP.

~~4-26~~**8.0%** SERIES B SENIOR NOTE ~~DECEMBER 20, 2027~~**DL**

No. ~~REII-BR-~~

\$

FOR VALUE RECEIVED, the undersigned, **FRANKLIN STREET PROPERTIES CORP.** (herein called the “**Company**”), a corporation or registered assigns, the principal sum of _____ DOLLARS (or so much thereof as shall not have been prepaid) on ~~December 20~~**April 1, 20** day months), subject to adjustment pursuant to Section 1.2 of the Note Purchase Agreement referred to below, (a) on the unpaid balance here of June and December in each year, commencing with the June 20th or December 20th next succeeding the date hereof, and on the Maturity I by law, (1) on any overdue payment of interest and (2) during the continuance of an Event of Default, on such unpaid balance and on any o greater of (i) ~~6-26~~**10.0%** or (ii) 2.00% over the rate of interest publicly announced by Bank of America, N.A. from time to time in New York, N registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the Un place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Note Purchase Agreement, dated as of ~~the~~ **Purchase Agreement**”), between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder shall be deemed to have agreed to the provisions set forth in Section 20 of the Note Purchase Agreement and (b) made the representation set forth in Section 6.3 of the Note Purchase Agreement. [This Note amends and restates one or more of the Original Series B Notes as set forth in the initial paragraph hereof, from \(and including\) December 20, 2023 through \(but excluding\) the First Amendment Effective Date of the](#)

[1\(b\)-3](#)

[Original Series B Notes amended and restated by this Note accrued interest at a rate of 4.76% per annum. The Company agrees to pay such interest on or before December 20, 2024.](#)

[Number\(s\) of Original Series B Notes that are amended and restated by this Note:](#)

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer to the Company, such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee, whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the event of such Event of Default, as provided in the Note Purchase Agreement.

[\[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\]](#)

[1\(b\)-2](#)

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be go State that would permit the application of the laws of a jurisdiction other than such State.

FRAN

By:
Name
Its:

1(b)-3

SUBSIDIARIES(1)

Subsidiaries

	Name	
1	FSP 1001 17th Street LLC	Limited Liabilit
2	FSP 121 South Eighth Street LLC	Limited Liabilit
3	FSP 1999 Broadway LLC	Limited Liabilit
4	FSP 303 EWD LLC	Limited Liabilit
5	FSP 600 17th Street LLC	Limited Liabilit
6	FSP 801 Marquette Avenue LLC	Limited Liabilit
7	FSP Addison Circle Corp.	Corporation
8	FSP Addison Circle Limited Partnership	Limited Partne
9	FSP Addison Circle LLC	Limited Liabilit
10	FSP Blue Lagoon Drive Corp.	Corporation
11	FSP Blue Lagoon Drive LLC	Limited Liabilit
12	FSP Collins Crossing Corp.	Corporation
13	FSP Collins Crossing Limited Partnership	Limited Partne
14	FSP Collins Crossing LLC	Limited Liabilit
15	FSP Eldridge Green Corp.	Corporation
16	FSP Eldridge Green Limited Partnership	Limited Partne
17	FSP Eldridge Green LLC	Limited Liabilit
18	FSP Forest Park IV LLC	Limited Liabilit
19	FSP Forest Park IV NC Limited Partnership	Limited Partne
20	FSP GB LLC	Limited Liabilit
21	FSP Greenwood Plaza Corp.	Corporation
22	FSP Holdings LLC	Limited Liabilit
23	FSP Innsbrook Corp.	Corporation
24	FSP Investments LLC	Limited Liabilit
25	FSP Legacy Tennyson Center LLC	Limited Liabilit
26	FSP Liberty Plaza Limited Partnership	Limited Partne
27	FSP One Legacy Circle LLC	Limited Liabilit
28	FSP Park Ten Development Corp.	Corporation

29	FSP Park Ten Development LLC	Limited Liability
30	FSP Park Ten Limited Partnership	Limited Partne
31	FSP Park Ten LLC	Limited Liability
32	FSP Park Ten Phase II Limited Partnership	Limited Partne
33	FSP Pershing Park Plaza LLC	Limited Liability

34	FSP Plaza Seven LLC	Limited Liability
35	FSP Property Management LLC	Limited Liability
36	FSP Protective TRS Corp.	Corporation
37	FSP REIT Protective Trust	Trust
38	FSP Westchase LLC	Limited Liability

As of February 21, 2024

(1) All Subsidiaries are Wholly-Owned Subsidiaries of the Company.

SPONSORED REITS

Sponsored REITS

	Sponsored REIT Name	Form of Entit
1	FSP Monument Circle Corp	Corporation
2	FSP Monument Circle LLC	Limited Liability

As of February 21, 2024

AFFILIATES

None.

DIRECTORS AND SENIOR OFFICERS

Directors

George J. Carter	Chairman of the Board
Georgia Murray	Lead Independent Director
John N. Burke	Chair of the Audit Committee
Brian N. Hansen	Chair of the Compensation Committee
Kathryn P. O'Neil	
Kenneth A. Hoxsie	Chair of the Nominations Committee
Dennis J. McGillicuddy	
Milton P. Wilkins, Jr.	

Senior Officers

George J. Carter	Chief Executive Officer
Jeffrey B. Carter	President and Chief Operating Officer
John G. Demeritt	Executive Vice President
Scott H. Carter	Executive Vice President
Eriel Anchondo	Executive Vice President
John Donahue	Executive Vice President
	Management LLC
Andrew J. Klouse	Senior Vice President
Toby Daley	Senior Vice President
William Friend	Senior Vice President

Restriction on Ability of Subsidiaries to pay dividends

None.

FINANCIAL STATEMENTS

Annual Report on Form 10-K for the Fiscal Year Ended December 31, 2022

Quarterly Report on Form 10-Q for the Quarter Ended September 30, 2023

Supplemental Operating and Financial Data - Third Quarter 2023

PROPERTIES DISPOSED OF AFTER FINANCIAL STATEMENT PERIOD

Name	
FSP Blue Lagoon Drive LLC	December 6, 2023
FSP Collins Crossing Limited Partnership	January 26, 2024
FSP One Legacy Circle LLC	October 26, 2023

ELIGIBLE UNENCUMBERED PROPERTY POOL PRESENTING ASSETS

	Property Name	Fee Owner	City	State
1	FSP Park Ten	FSP Park Ten Limited Partnership	Houston	TX
2	FSP Addison Circle	FSP Addison Circle Limited Partnership	Addison	TX
3	FSP Innsbrook	FSP Innsbrook Corp.	Glen Allen	VA
4	FSP Eldridge Green	FSP Eldridge Green Limited Partnership	Houston	TX
5	FSP Greenwood Plaza	FSP Greenwood Plaza Corp.	Englewood	CO
6	FSP Park Ten Phase II	FSP Park Ten Phase II Limited Partnership	Houston	TX
7	FSP Liberty Plaza	FSP Liberty Plaza Limited Partnership	Addison	TX

8	FSP 121 South 8th Street	FSP 121 South Eighth Street LLC	Minneapolis	MN
9	FSP 801 Marquette Avenue	FSP 121 South Eighth Street LLC	Minneapolis	MN
10	FSP Legacy Tennyson Center	FSP Legacy Tennyson Center LLC	Plano	TX
11	FSP Westchase	FSP Westchase LLC	Houston	TX
12	FSP 1999 Broadway	FSP 1999 Broadway LLC	Denver	CO
13	FSP 1001 17th Street	FSP 1001 17th Street LLC	Denver	CO
14	FSP Plaza Seven	FSP Plaza Seven LLC	Minneapolis	MN
15	FSP Pershing Park Plaza	FSP Pershing Park Plaza LLC	Atlanta	GA

	Property Name	Fee Owner	City	State	Type	S.f
16	FSP 600 17th Street	FSP 600 17th Street LLC	Denver	CO	Office	6
As of February 21, 2024						

INFORMATION RELATING TO PURCHASER

NAME AND ADDRESS OF PURCHASER

PRUDENTIAL RETIREMENT INSURANCE
AND ANNUITY COMPANY

[*****]

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:
[*****]
Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (as am
- (2) Address for all notices relating solely to scheduled principal and interest payments:
Prudential Retirement Insurance and Annuity Company
[*****]

- (3) E-mail address for Electronic Delivery: [*****] and [*****]
- (4) Address for all other communications:
- Prudential Retirement Insurance and Annuity Company
[*****]
- (5) Address for delivery of the Notes:
- (a) Send physical security by nationwide overnight delivery service to:
- [*****]
- (b) Send copy by email to: [*****]
- (6) Tax Identification Number: [*****]
- (7) Nominee Name: None

PURCHASER SCHEDULE
(to Note Purchase Agreement)

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 2

NAME AND ADDRESS OF PURCHASER

THE PRUDENTIAL LIFE INSURANCE COMPANY, LTD.

[*****]

- (1) All principal, interest and Make-Whole Amount payments on account of Notes held by such purchaser shall be made by wire transfer of
- [*****]
- Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (as amended)
- All payments, other than principal, interest or Make-Whole Amount, on account of Notes held by such purchaser shall be made by wire transfer of
- [*****]

Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (e.g., t

(2) Address for all notices relating solely to scheduled principal and interest payments:

The Prudential Life Insurance Company, Ltd.

[*****]

and e-mail copy to:

[*****]

(3) E-mail address for Electronic Delivery: [*****] and [*****]

(4) Address for all other communications:

c/o Prudential Private Capital – Corporate and Project Workouts

[*****]

(5) Address for delivery of the Notes:

Purchaser Schedule - 3

(a) Send physical security by nationwide overnight delivery service to:

[*****]

(b) Send copy by email to: [*****]

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 4

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
THE GIBRALTAR LIFE INSURANCE CO., LTD.		
[*****]	\$ 8,629,888.89	\$ 0

(1) All principal, interest and Make-Whole Amount payments on account of Notes held by such purchaser shall be made by wire transfer of

[*****]

Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (as amended).
All payments, other than principal, interest or Make-Whole Amount, on account of Notes held by such purchaser shall be made by wire transfer to:
[*****]

Each such wire transfer shall set forth the name of the Company, a reference to "8.0% Series A Senior Notes due April 1, 2026, PPN 35

(2) Address for all notices relating solely to scheduled principal and interest payments:

The Gibraltar Life Insurance Co., Ltd.
[*****]

and e-mail copy to:

E-mail: [*****] and [*****]

(3) E-mail address for Electronic Delivery: [*****] and [*****]

(4) Address for all other communications:

c/o Prudential Private Capital – Corporate and Project Workouts
[*****]

(5) Address for delivery of the Notes:

Purchaser Schedule - 5

(a) Send physical security by nationwide overnight delivery service to:

[*****]

(b) Send copy by email to: [*****]

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 6

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
THE GIBRALTAR LIFE INSURANCE CO., LTD. [*****]	\$ 3,909,074.07	\$ 0

- (1) All principal, interest and Make-Whole Amount payments on account of Notes held by such purchaser shall be made by wire transfer of [*****]
Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (as an All payments, other than principal, interest or Make-Whole Amount, on account of Notes held by such purchaser shall be made by wire [*****]
Each such wire transfer shall set forth the name of the Company, a reference to "8.0% Series A Senior Notes due April 1, 2026, PPN 35
- (2) Address for all notices relating solely to scheduled principal and interest payments:
The Gibraltar Life Insurance Co., Ltd.
[*****]
and e-mail copy to:
E-mail: [*****] and [*****]
- (3) E-mail address for Electronic Delivery: [*****] and [*****]
- (4) Address for all other communications:
c/o Prudential Private Capital – Corporate and Project Workouts
[*****]
- (5) Address for delivery of the Notes:

Purchaser Schedule - 7

- (a) Send physical security by nationwide overnight delivery service to:
[*****]
- (b) Send copy by email to: [*****]
- (6) Tax Identification Number: [*****]
- (7) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 8

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

[*****] \$ 10,586,135.23 \$ 0

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

[*****]

Each such wire transfer shall set forth the name of the Company, a reference to "8.0% Series A Senior Notes due April 1, 2026, PP Amount) of the payment being made.

(2) Address for all notices relating solely to scheduled principal and interest payments:

The Prudential Insurance Company of America

[*****]

(3) E-mail address for Electronic Delivery: [*****] and [*****]

(4) Address for all other communications:

The Prudential Insurance Company of America

[*****]

(5) Address for delivery of the Notes:

(a) Send physical security by nationwide overnight delivery service to:

[*****]

(b) Send copy by email to: [*****]

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

Purchaser Schedule - 9

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 10

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY		

[*****]

\$4,376,827.43\$0

(1)

All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

[*****]

Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (as am

(2)

Address for all notices relating solely to scheduled principal and interest payments:

Prudential Legacy Insurance Company of New Jersey

[*****]

(3)

E-mail address for Electronic Delivery: [*****] and [*****]

(4)

Address for all other communications:

Prudential Legacy Insurance Company of New Jersey

[*****]

(5)

Address for delivery of the Notes:

(a)

Send physical security by nationwide overnight delivery service to:

[*****]

(b)

Send copy by email to: [*****]

(6)

Tax Identification Number: [*****]

(7)

Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 11

Purchaser Schedule - 12

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
EMPOWER ANNUITY INSURANCE COMPANY OF AMERICA		
[*****]	\$3,820,604.70	\$0

- (1)

All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

[*****]

Each such wire transfer shall set forth the name of the Company, a reference to [*****] and the due date and application (as am
- (2)

Address for all notices relating solely to scheduled principal and interest payments:

PGIM Private Placement Investors, L.P.
[*****]
- (3)

E-mail address for Electronic Delivery: [*****] and [*****]
- (4)

Address for all other communications:

PGIM Private Placement Investors, L.P.
[*****]
- (5)

Address for delivery of the Notes:

(a) Send physical security by nationwide overnight delivery service to:
[*****]

(b) Send copy by email to: [*****]
- (6)

Tax Identification Number: [*****]
- (7)

Nominee Name: None

Purchaser Schedule - 13

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 14

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY	\$ 3,740,740.74	
[*****]	\$ 3,740,740.74	\$ 0
	\$ 2,244,444.44	

- (1)

All payments by wire transfer of immediately available funds to:

- [*****]
- with sufficient information to identify the source and application of such funds.
- (2) Address for all notices of payments and written confirmations of such wire transfers:
- Hartford Investment Management Company
[*****]
- (3) E-mail address for Electronic Delivery: [*****] and [*****], subject to confirming copy of notice being sent same day I section (4).
- (4) Address for all other communications:
- Hartford Investment Management Company
[*****]
- (5) Address for delivery of the Notes:
- (For Overnight or Standard Mail)
[*****]
- Custody Account Number: [*****] must appear on outside of envelope.**
- (6) Tax Identification Number: [*****]
- (7) Nominee Name: None
- (8) Please email PDF copies of transmittal letters distributing original notes (including copies of such notes being distributed) to [*****]

Purchaser Schedule - 15

[*****] and [*****], and include the courier reference number and tracking information.

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 16

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
AMERICAN FIDELITY ASSURANCE COMPANY		
[*****]	\$ 3,740,740.74	\$
	\$ 2,244,444.44	

(Securities to be registered in the name of American Fidelity Assurance Company)

(1) All payments by wire transfer of immediately available funds to:

[*****]

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder the manner set forth above.

Wiring confirmation contract information:

[*****]

(2) All notices and communications:

American Fidelity Assurance Company

[*****]

With a copy OTHER than with respect to deliveries of financial statements to:

[*****]

(3) Address for delivery of the Notes:

[*****]

Purchaser Schedule - 17

With COPIES OF THE NOTES emailed to [*****] and [*****]

(4) Tax Identification Number: [*****]

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 18

NAME AND ADDRESS OF PURCHASER	PRINCIPAL	PRINCIPAL
	AMOUNT OF	AMOUNT OF
	SERIES A	SERIES B
	NOTES	NOTES
HARTFORD FIRE INSURANCE COMPANY		
	\$ 3,740,740.74	
[*****]	\$ 748,148.15	\$ 0

(1) All payments by wire transfer of immediately available funds to:

- [*****]
- with sufficient information to identify the source and application of such funds.
- (2) Address for all notices of payments and written confirmations of such wire transfers:
- Hartford Investment Management Company
- [*****]
- (3) E-mail address for Electronic Delivery: [*****] and [*****], subject to confirming copy of notice being sent same day !
- section (4).
- (4) Address for all other communications:
- Hartford Investment Management Company
- [*****]
- (5) Address for delivery of the Notes:
- (For Overnight or Standard Mail)
- [*****]
- Custody Account Number: [*****] must
- appear on outside of envelope.
- (6) Tax Identification Number: [*****]
- (7) Nominee Name: None

Purchaser Schedule - 19

- (8) Please email PDF copies of transmittal letters distributing original notes (including copies of such notes being distributed) to [*****]
- and tracking information.

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 20

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
TALCOTT RESOLUTION LIFE AND ANNUITY INSURANCE COMPANY		
[*****]	\$ 3,740,740.74	\$ 0

- (1)

All payments by wire transfer of immediately available funds to:

with sufficient information to identify the source and application of such funds.
- (2)

Address for all notices of payments and written confirmations of such wire transfers:

Hartford Investment Management Company

- (3)

E-mail address for Electronic Delivery: ***** and *****, subject to confirming copy of notice being sent same day section (4).
- (4)

Address for all other communications:

Hartford Investment Management Company

- (5)

Address for delivery of the Notes:

(For Overnight or Standard Mail)

Custody Account Number: ***** must appear on outside of envelope.
- (6)

Tax Identification Number: *****
- (7)

Nominee Name: None
- (8)

Please email PDF copies of transmittal letters distributing original notes (including copies of such notes being distributed) to *****

Purchaser Schedule - 21

***** and *****, and include the courier reference number and tracking information.

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 22

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
TALCOTT RESOLUTION LIFE INSURANCE COMPANY		

[*****]	\$	3,740,740.74	\$	0

(1) All payments by wire transfer of immediately available funds to:

[*****]

with sufficient information to identify the source and application of such funds.

(1) Address for all notices of payments and written confirmations of such wire transfers:

Hartford Investment Management Company

[*****]

(1) E-mail address for Electronic Delivery: [*****] and [*****], subject to confirming copy of notice being sent same d in section (4).

(4) Address for all other communications:

Hartford Investment Management Company

[*****]

(5) Address for delivery of the Notes:

(For Overnight or Standard Mail)

[*****]

Custody Account Number: [*****] must appear on outside of envelope.

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

(8) Please email PDF copies of transmittal letters distributing original notes (including copies of such notes being distributed) to [*****]

Purchaser Schedule - 23

[*****] and [*****], and include the courier reference number and tracking information.

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 24

	PRINCIPAL AMOUNT OF SERIES A	PRINCIPAL AMOUNT OF SERIES B

NAME AND ADDRESS OF PURCHASER	NOTES	NOTES
HARTFORD ACCIDENT AND INDEMNITY COMPANY		
[*****]	\$ 3,740,740.74	\$ 0

- (1)

All payments by wire transfer of immediately available funds to:
[*****]
with sufficient information to identify the source and application of such funds.
- (2)

Address for all notices of payments and written confirmations of such wire transfers:
Hartford Investment Management Company
[*****]
- (3)

E-mail address for Electronic Delivery: [*****] and [*****], subject to confirming copy of notice being sent same day section (4).
- (4)

Address for all other communications:
Hartford Investment Management Company
[*****]
- (5)

Address for delivery of the Notes:

(For Overnight or Standard Mail)
[*****]

Custody Account Number: [*****] must appear on outside of envelope.
- (6)

Tax Identification Number: [*****]
- (7)

Nominee Name: None

- (8)

Please email PDF copies of transmittal letters distributing original notes (including copies of such notes being distributed) to [*****] and tracking information.

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
KNIGHTS OF COLUMBUS LIFE ACCOUNT		
[*****]	\$ 0	\$ 14,962,962.5

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds to:
[*****]
- (2) Address for all notices and communications:
Knights of Columbus
[*****]
- (3) E-mail address for Electronic Delivery: [*****], [*****], [*****]
- (4) Address for delivery of the Notes:
The Depository Trust Company
[*****]
- (5) Tax Identification Number: [*****]
- (6) Nominee Name: None
- Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
KNIGHTS OF COLUMBUS FPA ACCOUNT		
[*****]	\$ 0	\$ 14,962,962.5

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds to:
[*****]

- (2)

Address for all notices and communications:

Knights of Columbus

[*****]
- (3)

E-mail address for Electronic Delivery: [*****], [*****], [*****]
- (4)

Address for delivery of the Notes:

The Depository Trust Company

[*****]
- (5)

Tax Identification Number: [*****]
- (6)

Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 30

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
PRINCIPAL LIFE INSURANCE COMPANY	\$ 0	\$ 7,481,481.4
		\$ 4,488,888.8
[*****]		\$ 2,992,592.8
		\$ 2,992,592.8
		\$ 1,496,296.8
		\$ 748,148.8

- (1)

All payments on account of the Notes to be made by wire transfer of immediately available funds to:

[*****]

With sufficient information (including Cusip number, interest rate, maturity date, interest amount, principal amount and premium amount
- (2)

Address for all notices:

Principal Global Investors, LLC

[*****]

With a copy of any notices related to scheduled payments, prepayments, and rate reset to:

Principal Global Investors, LLC

[*****]

(3)

E-mail address for Electronic Delivery: [*****]

(4)

Address for delivery of the Notes:

Citibank NA

[*****]
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REFINITIV 

*Include [*****] and [*****] on the cover package*

With a pdf copy to:

[*****]

Purchaser Schedule - 31

[*****]

(5) Tax Identification Number: [*****]

(6) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 32

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
PRINCIPAL LIFE INSURANCE COMPANY		
[*****]	\$ 0	\$ 1,496,296.00

(1) All payments on account of the Notes to be made by wire transfer of immediately available funds to:

[*****]

With sufficient information (including Cusip number, interest rate, maturity date, interest amount, principal amount and premium amount

(2) Address for all notices:

Principal Global Investors, LLC

[*****]

With a copy of any notices related to scheduled payments, prepayments, and rate reset to:

Principal Global Investors, LLC

[*****]

(3) E-mail address for Electronic Delivery: [*****]

(4) Address for delivery of the Notes:

Citibank NA
[*****]

*Include [*****] and [*****] on the cover package*

With a pdf copy to:

[*****]
[*****]

(5) Tax Identification Number: [*****]

(6) Nominee Name: None

Purchaser Schedule - 33

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 34

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
PRINCIPAL REINSURANCE COMPANY OF DELAWARE II		
[*****]	\$ 0	\$ 748,148.15

(1) All payments on account of the Notes to be made by wire transfer of immediately available funds to:

[*****]

With sufficient information (including Cusip number, interest rate, maturity date, interest amount, principal amount and premium amount

(2) Address for all notices:

Principal Global Investors, LLC
[*****]

With a copy of any notices related to scheduled payments, prepayments, and rate reset to:

Principal Global Investors, LLC
[*****]

(3) E-mail address for Electronic Delivery: [*****]

- (4)

Address for delivery of the Notes:

Citibank NA

*Include ***** and ***** on the cover package*

With a pdf copy to:

- (5)

Tax Identification Number: *****
- (6)

Nominee Name: None

Purchaser Schedule - 35

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 36

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
COUNTRY LIFE INSURANCE COMPANY		
*****	\$ 1,496,296.30	\$ 2,992,592.59

- (1)

All payments on account of Notes held by such purchaser shall be made by federal funds wire transfer of immediately available funds f

Accompanying Information:

- (2)

Address for all notices of payments and written confirmations of such wire transfers:

Country Life Insurance Company

- (3)

E-mail address for Electronic Delivery: *****
- (4)

Address for all other communications:

Country Life Insurance Company

[*****]

(5) Address for delivery of the Notes:

[*****]

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 37

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
COUNTRY MUTUAL INSURANCE COMPANY		
[*****]	\$ 1,496,296.30	\$ 0

(1) All payments on account of Notes held by such purchaser shall be made by federal funds wire transfer of immediately available funds f

[*****]

Accompanying Information:

[*****]

(2) Address for all notices of payments and written confirmations of such wire transfers:

Country Mutual Insurance Company

[*****]

(3) E-mail address for Electronic Delivery: [*****]

(4) Address for all other communications:

Country Mutual Insurance Company

[*****]

(5) Address for delivery of the Notes:

[*****]

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
AMERICAN FAMILY LIFE INSURANCE COMPANY		
[*****] Attention: [*****] [*****] [*****] [*****]	\$ 3,740,740.74	\$ 0

(1) All payments on or in respect of the Notes to be by Federal Funds Wire Transfer to:

[*****]

Accompanying Information:

[*****]

Wire confirmation contact information:

[*****]

(2) Address for notices related to payments:

American Family Life Insurance Company
[*****]

All Other Notes:

American Family Life Insurance Company
[*****]

Address for notices regarding audit confirmations:

American Family Life Insurance Company
[*****]

(3) E-mail address for Electronic Delivery: [*****], [*****], and [*****]

(4) Address for all other notices:

American Family Life Insurance Company

[*****]

(5) Address for delivery of the Notes:

Physical Delivery:

[*****]

with a copy to:

American Family Life Insurance Company

[*****]

(6) Tax Identification Number:

ELL & CO. as nominee: [*****]

American Family Life Insurance Company: [*****]

(7) Nominee Name in which Notes are to be issued: ELL & CO. nominee for American Family Life Insurance Company

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 40

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF SERIES A NOTES	PRINCIPAL AMOUNT OF SERIES B NOTES
ASSURITY LIFE INSURANCE COMPANY		
[*****]	\$ 0	\$ 3,740,740.74

(1) All payments on or in respect of the Notes shall be made by wire transfer of immediately available funds at the opening of business on

[*****]

Each wire transfer shall set forth the name of the issuer, the full title of the Notes (including the rate and final redemption to maturity date)

(2) All notices of payment and written confirmations of such wire transfers should be sent to:

Assurity Life Insurance Company

[*****]

(3) E-mail address for Electronic Delivery: [*****]

(4) Address for all other communications:

Assurity Life Insurance Company

[*****]

(5) Address for delivery of the Notes:

Assurity Life Insurance Company
[*****]

(6) Tax Identification Number: [*****]

(7) Nominee Name: None

Note: space limitations may prevent the Company from including all information requested in the Purchaser Schedule.

Purchaser Schedule - 41

FORM OF PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT, dated as of [•], 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time) (the "**Initial Pledgors**"), and certain other Subsidiaries of Company (as defined below) from time to time party hereto pursuant to the Note Purchase Agreement, individually referred to herein as a "**Pledgor**" and collectively as the "**Pledgors**", and Acquiom Agency Services LLC, as Collateral Agent (in su

RECITALS:

WHEREAS, **FRANKLIN STREET PROPERTIES CORP.**, a Maryland corporation ("**Company**"), the other Persons listed on the signal have entered into that certain Note Purchase Agreement dated as of October 24, 2017, as amended by the First Amendment to Note Purchase Agreement, modified from time to time, the "**Note Purchase Agreement**", and the agreements, documents and instruments executed and/or delivered in connection therewith, the "**Note Documents**";

WHEREAS, the Pledgors wish to secure the Obligations to Collateral Agent for the benefit of itself and each "holder" of Notes (collectively, the "**Notes**") as to the extent required by the Note Purchase Agreement;

WHEREAS, each of the Pledgors is willing to pledge the capital stock, membership interests or partnership interests in certain of Subsidiaries of Company (the "**Capital Stock**") Obligations pursuant to the terms of this Pledge Agreement;

WHEREAS, **Schedule I** hereto sets forth certain of the Pledgors' Subsidiaries (the "**Initial Pledged Subsidiaries**");

WHEREAS, additional Subsidiaries of Company may become Pledgors under this Pledge Agreement by executing and delivering to Collateral Agent (each such supplement, a "**Pledge Supplement**") setting forth certain Subsidiaries of Company (the "**Supplemental Pledged Subsidiaries**"); and

WHEREAS, each Pledgor may from time to time execute and deliver to Collateral Agent an amendment to this Pledge Agreement supplementing the "**Initial Pledged Subsidiaries**" (the "**Additional Pledged Subsidiaries**") (the Initial Pledged Subsidiaries, the Additional Pledged Subsidiaries, collectively, the "**Pledged Subsidiaries**");

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations (including, without limitation, the execution and delivery of this Pledge Agreement) heretofore, now or hereafter made to or for the benefit of any Pledgor pursuant to any Note Document, and for other good and valuable consideration, the Pledgors and the Collateral Agent hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Note Purchase Agreement are used herein as they are defined in the Note Purchase Agreement, and any gender shall include any other gender as the context may require), and the following term shall have the following meaning:

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York, a mandatory provisions of law, any or all of the attachment, perfection or priority of Collateral Agent's and the Holders' security interest in any F than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the related to such provisions. Any and all terms used in this Pledge Agreement which are defined in the UCC shall be construed and defined in ac defined herein.

SECTION 2. Pledge. Each Pledgor hereby pledges to Collateral Agent, for the benefit of Collateral Agent and the Holders, and i the collateral described in **subsections (a) through (e)** below (collectively, the "**Pledged Collateral**");

(a) (i) All of the capital stock, now or at any time or times hereafter, owned directly by such Pledgor, in the Pledged Subs attached hereto or on any *Schedule I* attached to any applicable Pledge Supplement or Pledge Amendment), the certificates representi shares of the stock of such Pledged Subsidiaries now or hereafter held in the name of such Pledgor (all of said capital stock, options a exercise of such options or warrants or other rights being hereinafter collectively referred to as the "**Pledged Stock**"), herewith, or from attached hereto and made a part hereof (the "**Powers**") duly executed in blank, and all distributions, dividends, cash, instruments, inv otherwise distributed in respect of, or in exchange for, any or all of the Pledged Stock;

(ii) All additional shares of capital stock of the Pledged Subsidiaries described in **Section 2(a)(i)** above from time to Collateral Agent accompanied by Powers duly executed in blank, representing such additional shares (any such additional shares shal amend **Schedule I** hereto or any *Schedule I* to any applicable Pledge Supplement or Pledge Amendment to reflect such additional s general intangibles and other rights and options from time to time received, receivable or otherwise distributed in respect of or in exchar

(b) (i) All of the membership interests, now or at any time or times hereafter, owned directly by such Pledgor, in the Pled representing such membership interests in the Pledged Subsidiaries (such membership interests being identified on **Schedule I** a Amendment), all of the right, title and interest of such Pledgor in, to and under its respective percentage interest, shares or units

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as a member, including, without limitation, such Pledgor's interest in (or allocation of) the profits, losses, income, gains, deductions, cre in the management of such Pledged Subsidiaries, all rights, privileges, authority and powers of such Pledgor as owner or holder of its related thereto, all rights, privileges, authority and powers relating to the economic interests of such Pledgor as owner or holder of its related thereto and the right to receive distributions of such Pledged Subsidiary's cash, other property, assets, and all options and wa arising, whether arising under the terms of the certificates of formation, the limited liability company agreements or any of the other **Agreements**") of such Pledged Subsidiaries, or at law or in equity, or otherwise and any and all of the proceeds thereof (all of said "**Pledged Membership Interests**") herewith delivered, if applicable, to Collateral Agent indorsed in blank or accompanied by ap instruments, investment property, general intangibles and other property from time to time received, receivable or otherwise distributed i

(ii) Any additional membership interests in the Pledged Subsidiaries described in **Section 2(b)(i)** above from time to delivered to Collateral Agent indorsed in blank or accompanied by appropriate instruments of transfer duly executed in blank, repres options or warrants of membership interests in Pledged Subsidiaries (any such additional interests shall constitute part of the Pled **Schedule I** hereto or any *Schedule I* to any applicable Pledge Supplement or Pledge Amendment from time to time to reflect such ad property, general intangibles and other rights and options from time to time received, receivable or otherwise distributed in respect of o Collateral Agent a certificate duly executed by the Pledgor describing such percentage interests, certificates, units, options or warrants i

(c) (i) All of the partnership interests, now or at any time or times hereafter, owned directly by such Pledgor, in and to the F identified on **Schedule I** attached hereto or on *Schedule I* to any applicable Pledge Supplement or Pledge Amendment), the property (a any, to participate in the management of such Pledged Subsidiaries, all rights, privileges, authority and powers of such Pledgor as owne contract rights related thereto, all rights, privileges, authority and powers relating to the economic interests of such Pledgor as owner contract rights related thereto, all options and warrants or other rights of such Pledgor for the purchase of any partnership interest Pledgor's partnership interests in such Pledged Subsidiaries, all of such Pledgor's interest in and to the profits and losses of such Pl distributions of such Pledged Subsidiaries' assets, upon

complete or partial liquidation or otherwise, all of such Pledgor's right, title and interest to receive payments of principal and interest on Subsidiaries, all distributions, dividends, cash, instruments, investment property, general intangibles and other property from time to time partnership interests in such Pledged Subsidiaries, and any other right, title, interest, privilege, authority and power of such Pledgor in or arising under any partnership agreements of such Pledged Subsidiaries (as the same may be amended, modified or restated from time to time) and all records of the Pledgor pertaining to any of the foregoing (all of the foregoing being referred to collectively as the "**Pledged Partnership**

(ii) Any additional partnership interests in the Pledged Subsidiaries described in **Section 2(c)(i)** above from time to time Pledged Partnership Interests, and Collateral Agent is irrevocably authorized to unilaterally amend **Schedule I** hereto or any **Schedule I** additional interests), and all options, warrants, distributions, dividends, cash, instruments, investment property, general intangibles and other property or in exchange for any or all of such interests, and such Pledgor shall promptly thereafter deliver to Collateral Agent a certificate duly and properly executed by the Pledgor that the same have been duly pledged hereunder;

(d) The property and interests in property described in **Section 4** below; and

(e) All proceeds of the collateral described in **subsections (a)** through **(d)** above.

SECTION 3. Security for Obligations; Delivery of Pledged Collateral. The Pledged Collateral secures the prompt payment, performance and hereafter becomes evidenced by certificates or instruments, all such certificates and instruments shall, subject to the Intercreditor Agreement, and thereto, together with appropriate signed Powers and other endorsements in form and substance reasonably acceptable to Collateral Agent

SECTION 4. Pledged Collateral Adjustments. If, during the term of this Pledge Agreement:

(a) Any stock dividend, reclassification, readjustment or other change is declared or made in the organizational type of any of the Pledged Collateral, both, or

(b) Any subscription warrants or any other rights or options shall be issued in connection with the Pledged Collateral,

then all new, substituted and additional membership or partnership interests, certificates, shares, warrants, rights, options, investment property and other assets, shall be immediately delivered to and held by Collateral Agent under the terms of this Pledge Agreement and **Section 4** shall be deemed to permit any

distribution or stock dividend, issuance of additional membership or partnership interests or stock, warrants, rights or options, reclassification or other change, shall be immediately delivered to and held by Collateral Agent under the terms of this Pledge Agreement and expressly permitted by the Note Documents.

SECTION 5. Subsequent Changes Affecting Pledged Collateral. Each Pledgor represents and warrants that it has made its own investigation of the Collateral (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, cash distributions or other distributions, and neither Collateral Agent nor any of the Holders shall have any obligation to inform the Pledgors of any such changes or potential changes or provisions of the Intercreditor Agreement and applicable law, Collateral Agent may, after the occurrence and during the continuance of an Event of Default, name with or without any indication that such Pledged Collateral is subject to the security interest hereunder. In addition, subject in all respects to the provisions of the Intercreditor Agreement and applicable law, Collateral Agent may, after the occurrence and during the continuance of an Event of Default, exchange certificates or instruments representing or evidencing Pledged Stock for smaller or larger denominations.

SECTION 6. Representations and Warranties. Each Pledgor represents and warrants as follows:

(a) Each Pledgor is the sole legal and beneficial owner of the percentage of the issued and outstanding common stock, or other securities, of the Pledged Subsidiary, and the name of such Pledged Subsidiary on **Schedule I** hereto;

(d) The exact legal name of each Pledgor as it appears in the Pledgors' organizational documents, as amended, as filed with

(i) Except as otherwise required with respect to Liens granted to secure Pari Passu Obligations, no Pledgor has (i) registered any of the Pledged Subsidiaries in which any such Pledged Subsidiary agrees to act on the instructions of any other Person with respect to

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(i) Except as otherwise permitted by the terms of the Note Documents, each Pledgor will not (i) permit or suffer any issuer

1 NTD: See Footnote 1.

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interests in a corporation, partnership, joint venture or limited liability company constituting Pledged Collateral over which it has voted or may vote, or (ii) sell, convey, assign, lease, license, hypothecate, pledge, or otherwise dispose of, or evidence ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the instruments, securities or other

(j) Each Pledgor will permit any registerable Pledged Collateral to be registered in the name of Collateral Agent or its nominee in accordance with the provisions of **Section 10** below;

(k) Each Pledgor agrees that it will not (i) except as otherwise permitted by the Note Documents, sell or otherwise dispose of, or evidence ownership, reduce its capital or merge or consolidate with any other entity, or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except for Pledged Collateral securing Pari Passu Obligations; and

(l) No Pledgor will permit any Pledged Subsidiary to agree that its membership interests are securities governed by Article 9 of the Uniform Commercial Code or subject to the control of such securities.

SECTION 8. Voting Rights.

(a) During the term of this Pledge Agreement, and except as provided in this **Section 8** below, each Pledgor shall have the right to vote its securities in a manner not inconsistent in any material respect with the terms of this Pledge Agreement or the terms of any applicable governing documents of the issuer of such securities, which are limited liability companies or partnerships, respectively.

(b) Subject in all respects to the provisions of the Intercreditor Agreement:

(i) After the occurrence and during the continuance of an Event of Default, Collateral Agent or Collateral Agent's nominee shall have the right to take action by shareholder consent and (B) become a member or partner of each and all of the Pledged Subsidiaries which are not publicly traded securities, and to exercise all voting, consent, managerial, election and other membership rights to the applicable Pledged Collateral, conversion, exchange, subscription or any other rights, privileges or options pertaining to the applicable Pledged Collateral, property actually received by it, but Collateral Agent shall have no duty to exercise any of the aforesaid rights, privileges or options, and shall constitute an irrevocable voting proxy from such Pledgor to Collateral Agent or, at Collateral Agent's option, to Collateral Agent's nominee.

(ii) After an Event of Default is cured or waived, such Pledgor will have the right to exercise the voting and rights, power

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entitled to exercise pursuant to the terms of this Pledge Agreement prior to the occurrence of any such Event of Default.

SECTION 9. Dividends and Other Distributions.

(a) So long as no Event of Default has occurred and is continuing:

(i) Each Pledgor shall be entitled to receive and retain any and all dividends, cash distributions and interest paid in cash or by check or by wire transfer to the account designated in the Pledge Documents; and

(ii) Collateral Agent shall execute and deliver (or cause to be executed and delivered) to each Pledgor all such proxies, powers of attorney, assignments and other documents necessary to enable Collateral Agent to receive the dividends or interest payments which it is authorized to receive and retain pursuant to **clause (i)** above.

(i) Except as otherwise permitted pursuant to the terms of the Note Purchase Agreement, all rights of the Pledgors to receive and retain pursuant to **Section 9(a)(i)** hereof shall, cease, and all such rights shall, subject in all respects to the provisions of the Note Purchase Agreement, be assigned to the Collateral Agent and the Holders, which shall thereupon have the sole right to receive and hold as Pledged Collateral such dividends and interest payments.

The Pledgors will reimburse Collateral Agent and/or the Holders for all expenses incurred by Collateral Agent and/or the Holders, including, in accordance with *Section 15 and Section 23.8* of the Note Purchase Agreement.

(a) Collateral Agent shall have, in addition to any other rights given under this Pledge Agreement or by law, all of the right occurrence and during the continuance of an Event of Default and subject to any notice requirements expressly set forth herein, Colla register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exercise all voting rights with respect thereon, and to otherwise act with respect to the Pledged Collateral as though Collateral Agent were the outright owner thereof (in the c

sole member and manager thereof and, in the case of a partnership, a partner thereof), each Pledgor hereby irrevocably constituting a substitution to do so; *provided, however*, that Collateral Agent shall have no duty to exercise any such right or to preserve the same occurrence and during the continuance of an Event of Default and subject to any notice requirements expressly set forth herein, Collateral Agent shall comply with applicable legal and regulatory requirements. With respect to the Pledged Collateral or any part thereof which shall then be in or shall thereafter come into the possession or control of Collateral Agent, Collateral Agent shall have the ability to transfer under applicable law, Collateral Agent may, in its sole discretion, without notice except as specified below, after the expiration of the applicable waiting period, sell, lease, convey, assign, dispose of, or otherwise dispose of the Pledged Collateral at any exchange, broker's board or at public or private sale, in one or more sales or lots, at such price as Collateral Agent may deem appropriate, and the proceeds of such sale, lease, convey, assignment, disposition or other disposition shall be distributed to the purchaser of any or all of the Pledged Collateral so sold shall thereafter own the same, absolutely free from any claim, encumbrance or lien of any kind, and Collateral Agent shall have the right to sell, lease, convey, assign, dispose of, or otherwise dispose of the Pledged Collateral in the name of a designee or nominee, buy the Pledged Collateral at any public sale and, if permitted by applicable law, buy the Pledged Collateral at any private sale, and Collateral Agent shall be entitled to reimbursement of any reasonable expenses (including the fees, charges and disbursements of any counsel for Collateral Agent) of, or incidental to, the enforcement of this Agreement. Collateral Agent agrees to distribute any proceeds of the sale of the Pledged Collateral in accordance with **Section 10(d)** of the

(c) In view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale of the Collateral Agent's assets may occur, the occurrence and during the continuation of an Event of Default, Collateral Agent may, from time to time, attempt to sell all or any part of the Collateral Agent's assets to purchasers to those who are qualified and will represent and agree that they are purchasing for investment only and not for distribution. Collateral Agent, in its reasonable judgment, to be financially responsible parties who might be affected by the sale of the Collateral Agent's assets, such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such sale, Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the purpose of effecting such sale in a commercially reasonable manner. Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the purpose of effecting such sale in a commercially reasonable manner.

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such securities for public sale under federal or state securities laws, even if such issuer would agree to do so.

(d) All proceeds of the sale of the Pledged Collateral received by Collateral Agent hereunder shall be applied by Collateral Agent to the Intercreditor Agreement.

SECTION 11. Collateral Agent Appointed Attorney in Fact. Each Pledgor hereby appoints Collateral Agent its attorney in fact under the Intercreditor Agreement and this Pledge Agreement, in the name of such Pledgor or otherwise, from time to time in Collateral Agent's sole discretion and to execute any instrument which Collateral Agent may deem necessary or advisable to accomplish the purposes of this Pledge Agreement and to execute any instrument which Collateral Agent may deem necessary or advisable to accomplish the purposes of this Pledge Agreement Pledgor representing any dividend, distribution, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and Collateral on the books of the Pledged Subsidiaries to the name of Collateral Agent or Collateral Agent's nominee.

SECTION 12. Waivers.

(a) Each Pledgor waives presentment and demand for payment of any of the Obligations, protest and notice of dishonor or otherwise be entitled except as otherwise expressly provided herein or in the applicable Note Document.

(b) Each Pledgor understands and agrees that its obligations and liabilities under this Pledge Agreement shall remain in full force and effect whether or not the Obligations by trustee sale or any other reason impairing the right of any Pledgor, Collateral Agent or any of the Holders to proceed against the Pledged Collateral. Each Pledgor agrees that all of its obligations under this Pledge Agreement shall remain in full force and effect without regard to whether the Pledged Subsidiary may be impaired, destroyed or otherwise affected by reason of any action or inaction on the part of Collateral Agent.

(c) Each Pledgor hereby expressly waives the benefits of any law in any jurisdiction purporting to allow a guarantor or pledgor to rescind or annul the date of the guaranty or pledge.

SECTION 13. Term. This Pledge Agreement shall remain in full force and effect with respect to each Pledgor until the earliest of the following events arising in respect thereof (other than contingent indemnification obligations and obligations that are expressly stated to survive the payment of the Pledged Collateral of such Pledgor, the release or termination of the obligations of such Pledgor and its Pledged Collateral hereunder in accordance with the Note Purchase Agreement (solely with respect to such Pledgor, in the case of clause (b)), automatically terminate and have no further force and effect (other than any provisions specified in Section 9.11 of the Note Purchase Agreement, including if all of the Liens granted hereunder on the Pledged Collateral are released).

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such documents as are reasonably requested in accordance with the terms of the Note Purchase Agreement by Company or any such Pledgor.

SECTION 14. Successors and Assigns. This Pledge Agreement shall be binding upon and inure to the benefit of each Pledgor and its assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for such Pledgor.

SECTION 15. GOVERNING LAW. THIS PLEDGE AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY OTHER NOTE DOCUMENT (EXCEPT, AS TO ANY OTHER NOTE DOCUMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUCH CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK).

SECTION 16. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION; VENUE; SERVICE OF PROCESS.

(A) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, DISPUTE OR CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS PLEDGE AGREEMENT. PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EMPLOYED OR RETAINED ANY ATTORNEY TO LITIGATE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE READ, UNDERSTAND AND AGREE TO THE TERMS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(B) COMPANY AND EACH OTHER PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT BRING OR MAINTAIN ANY ACTION, SUIT, PROCEEDING, DISPUTE OR CAUSE OF ACTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST COLLATERAL AGENT, OR ANY RECIPIENT OF THE PLEDGED COLLATERAL, OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE DISTRICT OF NEW YORK.

APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH A
OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PLEDGE A
TO BRING ANY ACTION OR

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PROCEEDING RELATING TO THIS PLEDGE AGREEMENT AGAINST COMPANY OR ANY OTHER PLEDGOR OR ITS PROPERTIES IN TH

(C) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED I
PLEDGE AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED

(D) THE PROVISIONS OF THIS SECTION HAVE BEEN CONSIDERED BY EACH OF THE PLEDGORS AND COLLATEI
LEGAL CONSEQUENCES THEREOF, AND SHALL SURVIVE THE PAYMENT OF ALL AMOUNTS PAYABLE HEREUNDER OR UNDER THE

SECTION 17. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Pledge
Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring

SECTION 18. Severability. Whenever possible, each provision of this Pledge Agreement shall be interpreted in such manner as
be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity
Agreement.

SECTION 19. Further Assurances. Each Pledgor agrees that it will cooperate with Collateral Agent and will execute and deliv
documents, and will take all such other actions, including, without limitation, the execution and filing of financing statements (and each Pledgor i
or advisable from time to time in order to carry out the provisions and purposes of this Pledge Agreement.

SECTION 20. Collateral Agent's Duty of Care. Collateral Agent shall not be liable for any acts, omissions, errors of judgment or
to the Pledged Collateral, except for those arising out of or in connection with Collateral Agent's gross negligence or willful misconduct as dete
the generality of the foregoing, Collateral Agent shall be under no obligation to take any steps necessary to preserve rights in the Pledged C
therewith shall be for the sole account of the Pledgors, and shall constitute part of the Obligations secured hereby.

SECTION 21. Notices. All notices and other communications provided for hereunder shall be delivered in the manner set forth in

SECTION 22. Amendments, Waivers and Consents. This Pledge Agreement may not be amended except in a writing signe
Agreement.

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SECTION 23. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any

SECTION 24. Execution in Counterparts; Electronic Execution. This Pledge Agreement may be executed in counterparts (and b
of which when taken together shall constitute a single contract. Delivery of an executed counterpart signature page of this Pledge Agreement t
manually executed counterpart of this Pledge Agreement.

SECTION 25. ENTIRE AGREEMENT. THIS PLEDGE AGREEMENT AND THE OTHER NOTE DOCUMENTS (INCLUDING,
FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE C
AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

SECTION 26. Additional Pledgors. Pursuant to the Note Purchase Agreement, Company may be required to, and/or to cause c
not a Pledgor at such time, a Pledge Supplement in the form of **Exhibit A** hereto and (b) in the case of Company or a Subsidiary that is a

supporting documentation required pursuant to the Note Purchase Agreement as Collateral Agent may reasonably request, in order to create and deliver such instrument shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall be governed by the Pledge Agreement.

SECTION 27. Irrevocable Agreements. Each Pledgor irrevocably agrees that notwithstanding anything to the contrary contained in any other agreement, it shall be entitled to exercise any and all of their rights and remedies against such Pledged Partnership Interests and/or Pledged Membership Interests or otherwise effectuate an assignment of such Pledged Partnership Interests and/or Pledged Membership Interests in accordance therewith, and/or the Holders (and/or any Affiliate of Collateral Agent and/or the Holders and/or any entity formed by Collateral Agent and/or the Holders) or as a member (including as the managing member) of such limited liability company, as the case may be, and/or make an assignment of all or part of such partnership or a member of such limited liability company, as the case may be (each of **clauses (a), (b) and (c)** collectively, a "**Permitted Assignment**" that shall become a partner of any such Partnership or a member of any such limited liability company, as the case may be, pursuant to a Permitted Assignment and continues to hold an interest as a partner of such partnership or member of such limited liability company, as the case may be) shall be deemed to have assigned such Pledged Partnership Interests and/or Pledged Membership Interests to the Collateral Agent.

subject to the terms of this **Section 27** for any subsequent assignment to be made by such partner or member, as the case may be.

SECTION 28. Intercreditor Agreement Governs.

- (a) Notwithstanding anything herein to the contrary, the liens and security interests granted pursuant to this Pledge Agreement shall be subject to the provisions of the Intercreditor Agreement, dated as of February 1, 2024, among Bank of America, N.A., as BOA Credit Facility Collateral Agent (as defined therein), Bank of Montreal, as Senior Notes Collateral Agent (as defined therein), and Company. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Pledge Agreement, the terms of the Intercreditor Agreement shall control.
- (b) In accordance with the terms of the Intercreditor Agreement, any Pledged Collateral delivered to Collateral Agent (or its designees) shall be held by such Person as gratuitous bailee for the Pari Passu Secured Parties (as defined in the Intercreditor Agreement) solely for the benefit of the Secured Parties.
- (c) Except as expressly stated herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the terms of this Pledge Agreement. The Intercreditor Agreement shall remain in full force and effect in accordance with its terms.

SECTION 29. Delivery of Collateral. To the extent any Pledgor is required hereunder to deliver Common Collateral (as defined in the Intercreditor Agreement) to the Collateral Agent, and if such Pledgor is unable to do so as a result of having previously delivered such Common Collateral to the Authorized Collateral Agent (as defined in the Intercreditor Agreement), such Pledgor's obligations hereunder with respect to such delivery shall be deemed satisfied by the delivery to the Authorized Collateral Agent in accordance with the Intercreditor Agreement.

[The remainder of this page is intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Pledgors and Collateral Agent have executed this Pledge Agreement as of the date set forth above.

PLEDGORS:
[INSERT NAME OF PLEDGORS]

By: _____

Name: _____
Title: _____

Address for Notices fo

Address: _____

Attention: _____
Telecopier: _____

[Signature Page to Pledge Agreement]

AGREED AND ACKN

PLEDGED SUBSIDIA
[INSERT NAME OF IS

By: _____
Name: _____
Title: _____

[Signature Page to Pledge Agreement]

Acquiom Agency Serv
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Pledge Agreement]

SCHEDULE I
to
PLEDGE AGREEMENT
PLEDGED SUBSIDIARIES
Pledged Stock

<u>Pledgor</u>	<u>Record Holder</u>	<u>Pledged Subsidiary</u>	<u>Cert. No.</u>

Pledged Membership Interests

<u>Pledgor</u>	<u>Pledged Subsidiary</u>

Pledged Partnership Interests

<u>Pledgor</u>	<u>Pledged Subsidiary</u>

SCHEDULE II

to

PLEDGE AGREEMENT

TYPES OF ENTITY, JURISDICTION OF

ORGANIZATION, CHIEF EXECUTIVE OFFICE LOC

<u>Pledgor</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>

PRIOR NAMES OF PLEDGORS

DURING LAST FIVE YEARS

<u>Pledgor</u>	<u>Prior Name</u>

EXHIBIT A
to
PLEDGE AGREEMENT

FORM OF PLEDGE SUPPLEMENT

SUPPLEMENT NO. ____ dated as of ____, 20__ (this "**Supplement**") to the PLEDGE AGREEMENT dated as of ____ to time, the "**Pledge Agreement**"), among certain Subsidiaries of Company from time to time signatory thereto (each as a "**Pledgor**", and collectively, the "**Pledgors**") and the Holders (in such capacity, the "**Collateral Agent**").

Reference is made to that certain Note Purchase Agreement dated as of October 24, 2017, as amended by the First Amendment, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**", entered into among FRANKLIN STREET PROPERTY TRUST, a Delaware limited liability company, as issuer, and the Holders (each, a "**Purchaser**" and collectively, the "**Purchasers**") and Collateral Agent.

Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Pledge Agreement.

The undersigned Subsidiary of Company (the "**New Pledgor**") is executing this Supplement in accordance with the requirements of the Pledge Agreement in consideration for Notes previously issued for the account of Company.

Accordingly, Collateral Agent and the New Pledgor agree as follows:

SECTION 1. In accordance with Section 26 of the Pledge Agreement, the New Pledgor by its signature below becomes a Pledgor. The New Pledgor hereby agrees (a) to all the terms and provisions of the Pledge Agreement applicable to it as a Pledgor thereunder are true and correct on and as of the date hereof except for representations and warranties which by their express terms refer to performance in full of the Obligations, does hereby create and grant to Collateral Agent, its successors and assigns, a security interest in and Liabilities (as defined in the Pledge Agreement) of the New Pledgor. Each reference to a "Pledgor" or the "Pledgors" in the Pledge Agreement shall be deemed to include the New Pledgor.

SECTION 2. The New Pledgor represents and warrants to Collateral Agent that this Supplement has been duly authorized, executed and delivered by the New Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting Holders' rights or remedies.

SECTION 3. This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which when taken together shall constitute the entire agreement between the parties.

Supplement shall become effective when Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the parties. This Supplement by facsimile transmission or pdf shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. The New Pledgor hereby represents and warrants that set forth on **Schedule I** attached hereto is a true and correct copy of the information required to be set forth on Schedule I.

SECTION 5. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 6. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, the provision or provisions shall nevertheless be given effect to the maximum extent permitted by law.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Pledge Agreement. All communications shall be given to the New Pledgor at the address set forth under its signature below.

SECTION 8. The New Pledgor agrees to reimburse Collateral Agent for its reasonable out-of-pocket expenses in connection with the execution of this Supplement in accordance with Section 23.8 of the Note Purchase Agreement.

IN WITNESS WHEREOF, the New Pledgor and Collateral Agent have duly executed this Supplement as of the day and year fir

[NEW PLEDGOR]

By: _____
Name: _____
Title: _____
Address: _____

Attention: _____
Telecopier: _____

Acquiom Agency Serv
as Collateral Agent

By: _____
Name: _____
Title: _____

Pledged Stock

Pledgor	Record Holder	Pledged	Certificate
		Subsidiary	Number

Pledged Membership Interests

Pledgor	Pledged Subsidiary

Pledged Partnership Interests

Pledgor

Pledged Subsidiary

EXHIBIT B

to

PLEDGE AGREEMENT

FORM OF PLEDGE AMENDMENT

Reference is hereby made to the Pledge Agreement (as the same may be amended, restated, supplemented or otherwise) (the "**Pledgor**"), certain other Subsidiaries of Company from time to time signatory thereto and Acquiom Agency Services whereby the Pledgor has pledged certain capital stock, membership interests and partnership interests, as applicable, of certain Subsidiaries described in the Pledge Agreement. This Amendment is a "Pledge Amendment" as defined in the Pledge Agreement and is, together with the and provisions of the Pledge Agreement. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Ple

By its execution below, the Pledgor hereby agrees that (i) the [capital stock of the corporation(s)] [membership interests of the] shall be pledged to Collateral Agent as additional collateral pursuant to *Section 2[(a)(b)(c)](ii)* of the Pledge Agreement, (ii) such property sha under the Pledge Agreement and be a part of the Pledged Collateral pursuant to *Section 2* of the Pledge Agreement, and (iii) each such [corp Pledged Subsidiary for purposes of the Pledge Agreement.

By its execution below, the Pledgor represents and warrants that it has full power and authority to execute this Pledge Amendi are true and correct in all respects as of the date hereof and after taking into account the pledge of the additional [Pledged Stock] [Pledged] amended and modified hereby, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Pledgor has executed and delivered this Pledge Amendment as of this ____ day of _____

[PLEDGOR]

By:

Name:

Title:

Schedule I

to

Pledge Amendment

Pledged Stock

PledgorRecord HolderPledged SubsidiaryCertificate Number

Pledged Membership Interests

PledgorPledged Subsidiary

Pledged Partnership Interests

PledgorPledged Subsidiary

ACKNOWLEDGMENT

TO

PLEDGE AMENDMENT

The undersigned hereby acknowledges receipt of a copy of the foregoing Pledge Amendment, agrees promptly upon the receipt of the Pledge Agreement, agrees that after the occurrence and during the continuance of an Event of Default it will comply with instructions originated by Collateral Agent, and agrees to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Collateral in the name of Collateral Agent.

[NAME(S) OF ADDITIONAL
SUBSIDIARY(IES)]

By: _____
Name: _____
Title: _____

EXHIBIT C

to

PLEDGE AGREEMENT

FORM OF STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to _____
represented by Certificate No. _____ (the "**Stock**"), standing in the name of the undersigned on the books of said corporation and does hereby irrevocably and exclusively assign to the undersigned all right, title and interest in and to the said **Stock**.

true and lawful attorney, for it and in its name and stead, to sell, assign and transfer all or any of the Stock, and for that purpose to make and execute with like full power, hereby ratifying and confirming all that said attorney or substitute or substitutes shall lawfully do by virtue hereof.

Dated: _____

[PLEDGOR]

By: _____
Name: _____
Title: _____

FORM OF SUBSIDIARY GUARANTY

CONTINUING SUBSIDIARY GUARANTY

Dated as of [], 2024

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and in consideration of credit and/or financial accommodation to the undersigned Subsidiaries of the Company (the "**Company**"), under that certain Note Purchase Agreement, dated as of October 17, 2017 (as amended by that certain First Amended Note Purchase Agreement, dated as of October 17, 2017, and as further amended, restated, extended, supplemented, or otherwise modified in writing from time to time, the "**Agreement**;" capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement), the undersigned Subsidiaries of the Company (such Subsidiaries are each a "**Subsidiary**") hereby agree, jointly and severally, to the following:

1. **Guaranty.** Each Guarantor hereby unconditionally and irrevocably, and jointly and severally with the other Guarantors, guarantees to the holders of Notes the full and prompt payment of the principal of, interest on, and all other obligations of the Company under the Agreement, the Notes and the other Note Documents (including all renewals, extensions, amendments, and modifications of the Agreement, the Notes and the other Note Documents) in connection with the Guaranteed Obligations. This Guaranty is a guaranty of payment and performance and is not merely a guaranty of collection. The Guaranty shall extend to all indebtedness, obligations, and liabilities of every kind, nature and character, direct or indirect, absolute or contingent, liquidated or unliquidated, including, without limitation, the obligations of the Company to the holders of Notes arising under the Agreement, the Notes and the other Note Documents (including all renewals, extensions, amendments, and modifications of the Agreement, the Notes and the other Note Documents), fees, indemnities, damages, costs, expenses or otherwise, of the Company to the holders of Notes arising under the Agreement, the Notes and the other Note Documents (including all renewals, extensions, amendments, and modifications of the Agreement, the Notes and the other Note Documents), and shall include interest that accrues after the commencement of the proceedings hereunder notwithstanding, the obligations of any Guarantor hereunder at any time shall be limited to an aggregate amount not to exceed the principal amount of the Guaranteed Obligations as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code (Title 11, United States Code) or any comparable provisions in applicable law.

2. **No Setoff or Counterclaim or Deduction.** Each Guarantor shall to the extent permitted by applicable laws make all payments hereunder without any deduction, setoff, or counterclaim.

3. **Rights of Holders of Notes.** Each Guarantor consents and agrees that holders of Notes may, at any time and from time to time, without the consent of the Guarantor, (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Guaranteed Obligations;

otherwise dispose of any security for the payment of this Guaranty or any Guaranteed Obligations; (c) apply such security and direct the (d) release or substitute one or more of any endorsers or other guarantors of any of the Guaranteed Obligations. Without limiting the general might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a dis

4. **Certain Waivers.** Each Guarantor waives to the fullest extent permitted by law (a) any defense arising by reason of any disability or o (including any act or omission of any holder of Notes) of the liability of the Company; (b) any defense based on any claim that such Guaranto statute of limitations affecting such Guarantor's liability hereunder; (d) any right to require any holder of Notes to proceed against the Compa remedy in any holder of Note's power whatsoever and any defense based upon the doctrines of marshalling of assets or of election of remedie of Notes; (f) any fact or circumstance related to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, other than the defense that the Guarante

Each Guarantor expressly waives all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protes whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or inclu genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed (collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obli defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing, in each case, other than the defense that the Gi

5. **Obligations Independent.** The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and separate action may be brought against any Guarantor to enforce this Guaranty whether or not the Company or any other person or entity is join

6. **Subrogation.** No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect

Guaranteed Obligations and any amounts payable under this Guaranty have been indefeasibly paid and performed in full. If any amounts a Agreement, such amounts shall be held in trust for the benefit of holders and shall forthwith be paid to holders to reduce the amount of the Guar

7. **Termination; Reinstatement.** This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations now or hereafter e effect until all Guaranteed Obligations and any other amounts payable under this Guaranty are indefeasibly paid in full in cash. Notwithstanding and effect or be revived, as the case may be, if any payment by or on behalf of the Company or any Guarantor is made, or any holder of Not proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (includin trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had termination or reduction. The obligations of each Guarantor under this **paragraph** shall survive termination of this Guaranty.

8. **Subordination.** Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Company owing to such the Company to such Guarantor as subrogee of any holder of Notes or resulting from such Guarantor's performance under this Guaranty, to th Event of Default under the Agreement, and subject to the terms of the Intercreditor Agreement, any such obligation or indebtedness of the Con for the holders of Notes and the proceeds thereof shall be paid over to the holders of Notes on account of the Guaranteed Obligations.

9. **Stay of Acceleration.** In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed, in conn Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the holders of Notes

10. **Expenses.** Each Guarantor shall pay all out-of-pocket expenses (including reasonable attorneys' fees of a special counsel and, if reaso any rights under this Guaranty or in respect of the Guaranteed Obligations, including any incurred in connection with any work-out or restructur bankruptcy of the Company or any Subsidiary. The obligations of each Guarantor under this **paragraph** shall survive the payment in full of the C

11. **Miscellaneous.** Any holder of Note's books and records showing the amount of the Guaranteed Obligations shall be admissible in e absent manifest error, for the purpose of establishing the amount of the Guaranteed Obligations; provided that the Note Register shall prima fac be waived, amended, supplemented or modified, except by a written instrument executed by the Required Holders and each Guarantor. Sectio except by a written instrument executed by each holder of Notes and each Guarantor. No failure by holders of Notes to

exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any other right, power or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law enforceability or validity of any other provision herein. Unless otherwise agreed by the Required Holders and Guarantors in writing, this Guaranty shall be for the benefit of any holder of Notes or any term or provision thereof.

12. **Condition of the Company.** Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means condition, business and operations of the Company and any such other guarantor as such Guarantor requires, and that holders of Notes have Guarantor any information relating to the business, operations or financial condition of the Company or any other guarantor (the guarantor relating to the failure to provide the same).

13. **Setoff.** If an Event of Default has occurred and is continuing and if and to the extent any payment is not made when due hereunder, the Guarantors may set off and charge from time to time any amount so due against any or all of each Guarantor's accounts or deposits with such holder.

14. **Representations and Warranties.** Each Guarantor represents and warrants that (a) it is organized and resident in the United States organization and has full capacity and right to make and perform this Guaranty, and all necessary corporate or limited liability company, as obligation enforceable in accordance with its terms; except as such enforceability may be limited by (1) applicable bankruptcy, insolvency, reorganization and (2) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (d) the making of this Guaranty is not prohibited by applicable law, regulation or order, and does not and will not result in the breach of, or constitute a default or require any consent under, any law, and (e) all consents, approvals, licenses and authorizations of, and filings and registrations with, any government agency have been obtained or made and are in full force and effect.

15. **Severability.** Any provision of this Guaranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed from this Guaranty, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law), not invalidate or render the remaining provisions of this Guaranty invalid or unenforceable.

16. **Counterparts.** This Guaranty may be executed in any number of counterparts, each of which shall be an original but all of which together shall be deemed to constitute one and the same agreement. Delivery of a counterpart in "pdf" format shall be effective as delivery of a counterpart in hard copy form.

17. **GOVERNING LAW; Assignment; Jurisdiction; Notices.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THAT OF THE GUARANTOR, PROVIDED THAT SUCH GUARANTOR MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS GUARANTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE REQUIRED HOLDERS OF NOTES AND THEIR SUCCESSORS AND ASSIGNS UNDER THE AGREEMENT. Each Guarantor hereby irrevocably (i) submits to the non-exclusive jurisdiction of the courts of the State of New York in any action or proceeding arising out of or relating to this Guaranty, and (ii) waives to the fullest extent permitted by law any defense or objection to the venue of any such action or proceeding. Each Guarantor agrees that, subject to Section 20 of the Agreement, any holder of Notes may disclose to any assignee of or participant in the Guaranteed Obligations, any and all information in such holder's possession concerning each Guarantor this Guaranty and any security interest in the Guaranteed Obligations, and shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to such holder.

18. **WAIVER OF JURY TRIAL; FINAL AGREEMENT.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH GUARANTOR AND EACH HOLDER OF NOTES HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED OBLIGATIONS, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages Follow.]

(Attached)

8.0% SERIES A SENIOR NOTE DUE April 1, 2025

\$

FOR VALUE RECEIVED, the undersigned, **FRANKLIN STREET PROPERTIES CORP.** (herein called the "**Company**"), a corporation organized under the laws of the State of New York, or registered assigns, the principal sum of _____ DOLLARS (or so much thereof as shall not have been prepaid) on April 1, 202_____, subject to adjustment pursuant to Section 1.2 of the Note Purchase Agreement referred to below, (a) on the unpaid balance hereof and December in each year, commencing with the June 20th or December 20th next succeeding the date hereof, and on the Maturity Date, until the payment in full of all such interest payments and (b) on any overdue payment of interest and (2) during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of interest at the rate of 10.0% over the rate of interest publicly announced by Bank of America, N.A. from time to time in New York, New York as its "prime rate," or 2.00% over the rate of interest publicly announced by Bank of America, N.A. from time to time in New York, New York as its "prime rate," whichever is greater, plus 1.00% per annum, payable in arrears on the first day of each month thereafter, beginning on the first day of the month following the date hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to above.

This Note is one of a series of Senior Notes (herein called the **"Notes"**) issued pursuant to the Note Purchase Agreement, dated as of **February 1, 2023** (the **"Note Purchase Agreement"**), between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note shall be deemed to have agreed to be bound by all the terms, conditions, covenants and provisions set forth in Section 20 of the Note Purchase Agreement and (b) made the representation set forth in Section 6.3 of the Note Purchase Agreement. The terms of this Note shall be construed in accordance with the respective meanings ascribed to such terms in the Note Purchase Agreement. This Note amends and restates one or more of the Original Series A Senior Notes issued by the Company on December 20, 2023 (the **"Original Series A Notes"**) and shall be treated as set forth in the initial paragraph hereof, from (and including) December 20, 2023 through (but excluding) the First Amendment Effective Date. This Note shall accrue interest at a rate of 4.49% per annum, compounded annually, from the date of issuance of this Note until the date of payment in full of the principal of this Note, and shall be amended and restated by this Note accrued interest at a rate of 4.49% per annum, compounded annually, from the date of issuance of this Note until the date of payment in full of the principal of this Note, and shall be

annum. The Company agrees to pay such accrued interest, which remains unpaid as of the First Amendment Effective Date, on June 20, 2024.

Number(s) of Original Series A Notes that are amended and restated by this Note: _____

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer to such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferor, whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Pu

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the the Note Purchase Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be go State that would permit the application of the laws of a jurisdiction other than such State.

FRANKLIN STREET P

By:
Name:
Its:

EXHIBIT C
Form of Series B Note
(Attached)

FORM OF SERIES B NOTE

FRANKLIN STREET PROPERTIES CORP.

8.0% SERIES B SENIOR NOTE DUE APRIL 1, 2

No. II-BR-

\$

FOR VALUE RECEIVED, the undersigned, FRANKLIN STREET PROPERTIES CORP. (herein called the "Company"), a corporation of or registered assigns, the principal sum of _____ DOLLARS (or so much thereof as shall not have been prepaid) on April 1, 2026 (the "M subject to adjustment pursuant to Section 1.2 of the Note Purchase Agreement referred to below, (a) on the unpaid balance hereof at the re December in each year, commencing with the June 20th or December 20th next succeeding the date hereof, and on the Maturity Date, until the any overdue payment of interest and (2) during the continuance of an Event of Default, on such unpaid balance and on any overdue payment c or (ii) 2.00% over the rate of interest publicly announced by Bank of America, N.A. from time to time in New York, New York as its "base" or "p demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the Un place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred t

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to the Note Purchase Agreement, dated as of Purchase Agreement"), between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each hol provisions set forth in Section 20 of the Note Purchase Agreement and (b) made the representation set forth in Section 6.3 of the Note Purc respective meanings ascribed to such terms in the Note Purchase Agreement. This Note amends and restates one or more of the Original Seri

interest as set forth in the initial paragraph hereof, from (and including) December 20, 2023 through (but excluding) the First Amendment Effective Date, on June 20, 2024

annum. The Company agrees to pay such accrued interest, which remains unpaid as of the First Amendment Effective Date, on June 20, 2024

Number(s) of Original Series B Notes that are amended and restated by this Note:

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer, the Company's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee, whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the event of default under the Note Purchase Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by the laws of the State that would permit the application of the laws of a jurisdiction other than such State.

FRANKLIN STREET PROPERTIES CORP.

By:

Name:

Its:

Subsidiaries of Franklin Street Properties Corp.

Name
FSP 1001 17th Street LLC
FSP 121 South Eighth Street LLC
FSP 1999 Broadway LLC
FSP 303 EWD LLC
FSP 380 Interlocken Corp.
FSP 390 Interlocken LLC
FSP 600 17th Street LLC
FSP 801 Marquette Avenue LLC
FSP 909 Davis Street LLC
FSP Addison Circle Corp.
FSP Addison Circle Limited Partnership
FSP Addison Circle LLC
FSP Blue Lagoon Drive Corp.
FSP Blue Lagoon Drive LLC
FSP Collins Crossing Corp.
FSP Collins Crossing Limited Partnership

FSP Collins Crossing LLC
FSP CPV LLC
FSP Eldridge Green Corp.
FSP Eldridge Green Limited Partnership
FSP Eldridge Green LLC
FSP Forest Park IV LLC
FSP Forest Park IV NC Limited Partnership
FSP GB LLC
FSP Greenwood Plaza Corp.
FSP Holdings LLC
FSP Innsbrook Corp.
FSP Investments LLC
FSP Legacy Tennyson Center LLC
FSP Liberty Plaza Limited Partnership
FSP Northwest Point LLC
FSP One Legacy Circle LLC
FSP Park Ten Development Corp.
FSP Park Ten Development LLC
FSP Park Ten Limited Partnership
FSP Park Ten LLC
FSP Park Ten Phase II Limited Partnership
FSP Pershing Park Plaza LLC
FSP Plaza Seven LLC
FSP Property Management LLC
FSP Protective TRS Corp.
FSP REIT Protective Trust
FSP Westchase LLC

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACC

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-91680) pertaining to the 2002 Stoc
2023 February 26, 2024, with respect to the consolidated financial statements and schedules of Franklin Street Properties Corp
Properties Corp., included in this Annual Report (Form 10-K) of Franklin Street Properties Corp. for the year ended December 31, 2

/s/ Ernst & Young LLP

Boston, Massachusetts
February 14, 2023 26, 2024

CERTIFICATIONS

I, George J. Carter, certify that:

1. I have reviewed this Annual Report on Form 10-K of Franklin Street Properties Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact 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 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 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 or caused, so that the information required to be disclosed by the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly design
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed or caused, so that the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusion as to the effectiveness of such 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 period covered by this report (or, 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.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, the following:
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that 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.

Date: February 14, 2023 February 26, 2024

/s/ George J. Carter
George J. Carter
Chief Executive Officer

CERTIFICATIONS

I, John G. Demeritt, certify that:

1. I have reviewed this Annual Report on Form 10-K of Franklin Street Properties Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact 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 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 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 or caused, so that the information required to be disclosed by the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly design

- b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be reliability of financial reporting and the preparation of financial statements for external purposes in accordance with
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our c 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 th case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's inte
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over fin. board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial repc 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

Date: February 14, 2023 February 26, 2024

/s/ John G. Demeritt
John G. Demeritt
Chief Financial Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTIC
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT O

In connection with the annual report on Form 10-K of Franklin Street Properties Corp. (the "Company") for the period ended Commission on the date hereof (the "Report"), the undersigned, George J. Carter, Chief Executive Officer of the Company, hereby c

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and n

Date: February 14, 2023 February 26, 2024

/s/ George J. Carter
George J. Carter
Chief Executive Office

CERTIFICATION PURSUANT TO 18 U.S.C. SECTIC
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT O

In connection with the annual report on Form 10-K of Franklin Street Properties Corp. (the "Company") for the period ended Commission on the date hereof (the "Report"), the undersigned, John G. Demeritt, Chief Financial Officer of the Company, hereby c

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and n

Date: February 14, 2023 February 26, 2024

/s/ John G. Demeritt
John G. Demeritt
Chief Financial Officer

FRANKLIN STREET PROPERTIES CO

Dodd-Frank Compensation Recovery Po

This Compensation Recovery Policy (this "Policy") is adopted by Franklin Street Properties Corp., a Maryland corpo ("NYSE American") Company Guide ("Section 811"), which implements Rule 10D-1 under the Securities Exchange Ac 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010). This Policy is effective as of October

1. Definitions

(a) "Accounting Restatement" means an accounting restatement that the Company is required to prepare requirement under the U.S. federal securities laws, including any required accounting restatement to correct an error financial statements, or that would result in a material misstatement if the error were corrected in the current perio statements that do not represent error corrections are not an Accounting Restatement, including: (A) retrospective appl segment information due to a change in the structure of the Company's internal organization; (C) retrospective reclassi in reporting entity, such as from a reorganization of entities under common control; and (E) retrospective revision f structure.

(b) "Board" means the Company's Board of Directors.

(c) "Committee" means the Compensation Committee of the Board.

(d) "Covered Person" means a person who served as an Executive Officer at any time during the performan

(e) "Erroneously Awarded Compensation" means the amount of Incentive-Based Compensation that v otherwise would have been Received had the amount of Incentive-Based Compensation been determined based on t Person or by the Company on the Covered Person's behalf. For Incentive-Based Compensation based on stock Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, estimate by the Committee of the effect of the Accounting Restatement on the stock price or total shareholder return i maintain documentation of the determination of that reasonable estimate and provide such documentation to the NYSE

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(f) "Executive Officer" means the Company's officers as defined in Rule 16a-1(f) under the Exchange Act Section 811.

(g) "Financial Reporting Measures" means (A) measures that are determined and presented in accord statements, and any measures that are derived wholly or in part from such measures (whether or not such measures ar with the U.S. Securities and Exchange Commission), (B) stock price and (C) total shareholder return.

(h) **“Incentive-Based Compensation”** means any compensation that is granted, earned, or vested based on

(i) Incentive-Based Compensation is deemed to be **“Received”** in the Company’s fiscal period during which the Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of the fiscal period.

(j) **“Recovery Period”** means the three completed fiscal years immediately preceding the earlier of: (A) the date the Company is authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to restate its financial statements by a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. In addition, the Recovery Period also include any transition period to the extent required by Section 811.

2. Recovery of Erroneously Awarded Compensation

Subject to the terms of this Policy and the requirements of Section 811, if the Company is required to prepare an Accounting Restatement, the Company shall promptly from each Covered Person, any Erroneously Awarded Compensation that was Received by such Covered Person, and such Compensation is subject to this Policy.

3. Interpretation and Administration

(a) **Role of the Committee.** The Committee will interpret this Policy in a manner that is consistent with Section 811 when interpreting this Policy. All decisions and interpretations of the Committee that are consistent with Section 811 are deemed to be the official interpretation of this Policy.

(b) **Compensation Not Subject to this Policy.** This Policy does not apply to Incentive-Based Compensation that is not subject to this Policy.

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Person, this Policy does not apply to Incentive-Based Compensation that was Received by such Covered Person before the date of the Accounting Restatement.

(c) **Determination of Means of Recovery.** Subject to the requirement that recovery be made reasonably promptly, the Company may determine the means of recovery to vary between Covered Persons or based on the nature of the applicable Incentive-Based Compensation, and which may include recovery of such Erroneously Awarded Compensation against current or future compensation otherwise payable to the Covered Person. Recovery of Erroneously Awarded Compensation may be made by the Company or by the Company on the Covered Person’s behalf in connection with such Erroneously Awarded Compensation.

(d) **Determination That Recovery is Impracticable.** The Company is not required to recover Erroneously Awarded Compensation if the Company has made and documented a reasonable attempt to recover such Erroneously Awarded Compensation and the amount to be recovered or (B) recovery of such Erroneously Awarded Compensation would likely cause an adverse financial impact to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or 411(a) of the Internal Revenue Code.

(e) **No Indemnification or Company-Paid Insurance.** The Company will not indemnify any Covered Person against the loss of any Covered Person for the purchase of a third-party insurance policy to fund potential recovery obligations.

(f) **Interaction with Other Clawback Provisions.** The Company will be deemed to have recovered Erroneously Awarded Compensation if the Company actually receives such amounts pursuant to any other Company policy, program or agreement, pursuant to Section 304 of the Internal Revenue Code.

(g) **No Limitation on Other Remedies.** Nothing in this Policy will be deemed to limit the Company’s right to recover any Erroneously Awarded Compensation paid to a Covered Person, or to pursue other rights or remedies available to the Company under applicable law.

Adopted by the Board on October 26, 2023

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DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA I PERIODIC REPORTS. THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURAC COMPARISON DATA AND TABLES. IN NO WAY DOES REFINITIV OR THE APPLICABLE CC INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDE APPLICABLE COMPANY'S ACTUAL SEC FILINGS BEFORE MAKING ANY INVESTMENT O ©2024, Refinitiv. All rights reserved. Patents Pending.