

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

DEBTOR OFFICE PROPERTIES INCOME TRUST’S APPLICATION FOR ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL URQUHART & SULLIVAN, LLP AS SPECIAL COUNSEL

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Office Properties Income Trust (“*OPI*” or the “*Debtor*”) a debtor in the above captioned chapter 11 cases, respectfully submits this application (the “*Application*”) (a) for order authorizing the retention and employment of Quinn Emanuel Urquhart & Sullivan, LLP (“*Quinn Emanuel*”) as special counsel pursuant to 327(e), 328(a), and 330 of title 11 of the United States Code (the “*Bankruptcy Code*”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “*Local Rules*”), and paragraph 47 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “*Complex Case Procedures*”), and (b) for authorization for Quinn Emanuel to draw down on the retainer funded by OPI pre-petition (the “*Retainer*”) for pre-petition services in the amount of \$24,801.50. In support of this Application,

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

the Debtors submit the Declaration of Timothy R. Pohl (the “*Pohl Declaration*”), attached hereto as Exhibit A and the Declaration of Susheel Kirpalani (the “*Kirpalani Declaration*”), attached hereto as Exhibit B.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (O). Venue of the Debtors’ chapter 11 cases is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The relief requested in this Application is sought pursuant to 11 U.S.C. §§ 105, 327(e), 328(a), 503, 507, and 1107(a).

BACKGROUND

3. OPI was formed in 2009 under Maryland law under the name Government Properties Income Trust. OPI was initially a wholly owned subsidiary of HRPT Properties Trust (subsequently known as CommonWealth REIT) (“*HRPT*”). With 29 majority-government-leased properties at its inception, OPI, initially a subsidiary of HRPT, completed its initial public offering in June 2009, becoming a separate, publicly owned company. HRPT (then known as CommonWealth REIT) sold all of the OPI common shares it held in a public offering.

4. On August 28, 2025, Quinn Emanuel was retained by OPI to render independent services at the sole direction of the Special Committee of the Board of OPI (the “*Special Committee*”), comprising of Timothy R. Pohl (the “*Independent Director*”) in connection with the Special Committee’s investigation or review of any potential claims or causes of action or historical transactions entered into by OPI or its subsidiaries that may be addressed, released, or

implicated in a potential restructuring and/or recapitalization transaction and any related services as determined by the Independent Director after consultation with OPI.²

5. On October 30, 2025 (the “*Petition Date*”), the Debtors, including OPI, filed voluntary petitions under chapter 11 of the Bankruptcy Code in the Court. Additional factual background information regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Debtors’ chapter 11 cases, is set forth in the *Declaration of John R. Castellano in Support of Debtors’ Chapter 11 Petitions and First Day Relief* (Docket No. 26).

6. On October 31, 2025, the Court entered an order jointly administering the bankruptcy cases under case number 25-90530 (CML). *See* Order Directing Joint Administration of Chapter 11 Cases (Docket No. 19). On November 17, 2025, the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”) appointed an official committee of unsecured creditors (the “*Creditors’ Committee*”) (Docket No. 192). No request for the appointment of a trustee or an examiner has been made in these chapter 11 cases.

RELIEF REQUESTED

7. By this Application, and pursuant to sections 327(e), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1, and paragraph 47 of the Complex Case Procedures, the OPI requests entry of an order (a) approving the employment and retention of Quinn Emanuel as special counsel effective as of the *Petition Date*, and (b) authorizing Quinn Emanuel to draw down \$24,801.50 on the Retainer for payment of pre-petition services rendered to OPI and remit the balance of the Retainer to OPI’s estate.

² Engagement Letter dated August 27, 2025, and executed on August 28, 2025, between Quinn Emanuel and Timothy R. Pohl.

SCOPE OF SERVICES

8. The Special Committee seeks to retain Quinn Emanuel because of Quinn Emanuel’s recognized expertise and extensive experience and knowledge in practicing before bankruptcy courts in large and complex chapter 11 cases.

9. Quinn Emanuel and its partners have been retained as special counsel in bankruptcy cases across the nation, including (a) Voyager Digital Holdings, LLC, filed in the Southern District of New York, (b) ModivCare Inc., filed in the Southern District of Texas, (c) Altera Infrastructure, filed in the Southern District of Texas, (d) J.C. Penney Company, Inc., filed in the Southern District of Texas, and (e) Cano Health, Inc., filed in the District of Delaware.

10. Pursuant to the letter executed by Susheel Kirpalani and Tim Pohl on August 28, 2025 (the “*Engagement Letter*”), and attached to the Kirpalani Declaration as Exhibit A, Quinn Emanuel has been engaged for the specified purpose to provide advice to, and to act on behalf of OPI through the Special Committee. Quinn Emanuel will render independent services at the sole direction of the Independent Director in connection with the Special Committee’s investigation or review of any potential claims or causes of action or historical transactions entered into by OPI or its subsidiaries that may be addressed, released, or implicated in a potential restructuring and/or recapitalization transaction and any related services as determined by the Independent Director after consultation with OPI. Quinn Emanuel’s representation will conclude with the restructuring or reorganization of OPI’s assets and liabilities, including any potential claims that OPI may possess against any of its insiders, including claims that could be prosecuted, settled, or released under title 11 of the United States Code, or for any of the reasons stated in the “Date of Commencement and Termination” section of the Engagement Letter.

11. Specifically, Quinn Emanuel will provide the following services to the Special Committee:

a. Conduct an independent investigation and review of historical transactions entered into by OPI and its subsidiaries between January 2024 and March 2025, including the February 2024 new money transaction, June 2024 exchange, October 2024 private exchanges, December 2024 exchange, and March 2025 priority guaranteed notes exchange (the *“Investigation”*);

b. Identify, analyze, and evaluate potential claims and causes of action that OPI may possess;

c. Review related-party transactions and agreements with The RMR Group LLC, including management fee arrangements and potential conflicts of interest;

d. Prepare comprehensive investigative reports and findings for the Special Committee, including an independent report to be shared solely with the Independent Director;

e. Provide legal advice regarding the prosecution, settlement, or release of potential claims in connection with OPI’s restructuring and plan of reorganization;

f. Prepare declarations, testimony, and supporting documentation for confirmation proceedings; and

g. Provide such other legal services as may be necessary or appropriate for the Special Committee in these chapter 11 cases.

12. As discussed, OPI executed the Engagement Letter on August 28, 2025. Beginning August 15, 2025, Quinn Emanuel has provided independent services at the direction of the Special Committee and commenced the Investigation, for which work Quinn Emanuel invoiced and was paid by OPI pre-petition. There remains \$24,801.50 of fees for pre-petition work for which Quinn

Emanuel has not been paid. By this Application, OPI requests that Quinn Emanuel be authorized to draw down on the existing pre-petition Retainer for these fees upon which Quinn Emanuel will remit the remaining balance of the Retainer to OPI.³

COMPENSATION

13. Quinn Emanuel agrees to serve as special counsel and to receive compensation on an hourly basis, plus reimbursement of the actual and necessary expenses that it incurs, subject to the approval of this Court, in compliance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and/or any other orders of the Court. Quinn Emanuel will also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “*U.S. Trustee Guidelines*”), both in connection with this Application and any applications for compensation and reimbursement of expenses to be filed by Quinn Emanuel in these chapter 11 cases.

14. Quinn Emanuel’s fees are determined based on time billed at hourly rates. Quinn Emanuel’s hourly rates vary with the experience and seniority of its attorneys and paralegals, and are adjusted from time to time. Work is assigned among attorneys and other professionals so as to meet the Special Committee’s needs, including timing requirements, in an economically efficient manner. Quinn Emanuel has not varied from, or agreed to any alternatives to, its standard

³ On September 3, 2025, OPI funded a \$400,000 Retainer pursuant to the terms of the Engagement Letter. Before OPI and its affiliated Debtors commenced these chapter 11 cases, Quinn Emanuel drew down \$81,154.50 from the Retainer for reimbursement of certain outstanding pre-petition fees and expenses. As of the Petition Date, Quinn Emanuel holds a total of \$318,845.50 in the Retainer trust account on behalf of OPI. After the requested draw, the amount remaining in the Retainer that Quinn Emanuel will remit to OPI will be \$294,044.00.

or customary billing arrangements for this engagement. Quinn Emanuel's current hourly rates are set forth in the Kirpalani Declaration.

15. Expenses related to Quinn Emanuel's services will be included in the monthly fee statements and quarterly fee applications and may include third-party disbursements, such as messenger charges, filing and recording fees, and other costs. Quinn Emanuel intends to bill such expenses at cost. Certain other expenses, such as photocopying, computerized research, and long-distance tolls, will be billed in accordance with Quinn Emanuel's standard schedule of charges.

16. Quinn Emanuel's customary fees and expenses incurred in connection with this representation are to be paid out of the Debtors' estates. Quinn Emanuel will apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and any other applicable procedures and orders of the Court.

17. As described in the Pohl Declaration, the Debtor has reviewed and approved Quinn Emanuel's standard rate structure and determined that it is appropriate and comparable to (a) the rates that Quinn Emanuel charges for non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

18. In accordance with section 504 of the Bankruptcy Code, Quinn Emanuel has neither shared nor agreed to share (a) any compensation or reimbursement it has received or may receive with another person, other than the partners and associates associated with Quinn Emanuel or (b) any compensation or reimbursement another person has received or may receive.

19. Prior to any increases in Quinn Emanuel's hourly rates, Quinn Emanuel shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested

rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

20. Quinn Emanuel shall not charge a markup to the Debtors with respect to the fees billed by contract attorneys who are hired by Quinn Emanuel to provide services to the Debtors or the Special Committee and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

21. Quinn Emanuel shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

QUINN EMANUEL'S DISINTEREST

22. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Kirpalani Declaration, the partners, counsel, and associates of Quinn Emanuel (a) do not have any connection with any of the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee, or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates. The Debtors will utilize their bankruptcy counsel, Latham & Watkins LLP and Hunton Andrews Kurth LLP, as necessary, or retain separate conflicts counsel if no other retained firms are available for a particular matter.

23. Quinn Emanuel, to the best OPI's knowledge, information, and belief, does not represent or hold any interest adverse to OPI or its estate with respect to the matters on which Quinn Emanuel has been engaged. Additionally, Quinn Emanuel has informed OPI it will conduct

an ongoing review of its files to ensure that it continues to neither represent nor hold any interests adverse to the Debtors or their estates with respect to the matters on which Quinn Emanuel has been engaged pursuant to this Application. To the best of OPI’s knowledge, as disclosed in the Kirpalani Declaration, Quinn Emanuel (a) does not have any connection OPI or any of the other Debtors, their affiliates, their creditors, or any other parties in interest, or their respective attorneys and accountants other than the current engagement; (b) does not have any connections with the U.S. Trustee and key staff members of the U.S. Trustee’s office; (c) does not have any connections with the United States Bankruptcy Judges for the Southern District of Texas; and (d) does not hold nor represent any interest adverse to the estate.

24. As more fully described in the Kirpalani Declaration, Quinn Emanuel has in the past represented, currently represents, and may in the future represent entities that are creditors of the Debtors in matters wholly unrelated to the Debtors or these chapter 11 cases. Such representations will not impact Quinn Emanuel’s ability to fulfill its obligations as special counsel to OPI as allowed by sections 327(c) and (e) of the Bankruptcy Code.

BASIS FOR RELIEF

25. Section 327(e) of the Bankruptcy Code states,

[t]he trustee, with the court’s approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate

11 U.S.C. § 327(e).

26. Moreover, section 1107(b) of the Bankruptcy Code provides that a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

27. Section 327(e) permits retention of counsel for a special purpose, typically litigation. “The purpose for which an attorney is to be employed must be specified and may not encompass bankruptcy services typically provided by the trustee’s general bankruptcy counsel concerning the administration of the bankruptcy case.” *In re Mohiuddin*, 627 B.R. 875, 881 (Bankr. S.D. Tex. 2021), quoting 3 COLLIER ON BANKRUPTCY ¶ 327.01 (16th ed. 2021). In general, however, subject to the requirements of sections 327 and 1107, a debtor-in-possession is entitled to the counsel of its choosing. *In re Vouzianas*, 259 F.3d 103, 108 (2d Cir. 2001) (observing that “[o]nly in the rarest cases should the trustee be deprived of the privilege of selecting his own counsel”).

28. Retention of an attorney under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a). *See Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) (noting that counsel employed under section 327(e) need only avoid possessing a conflict of interest concerning the matter at hand).

29. For all of the reasons stated above and in the Kirpalani Declaration and the Pohl Declaration, OPI submits the retention and employment of Quinn Emanuel as special counsel is in the best interest of its estate. Quinn Emanuel’s services are necessary to the successful prosecution of these chapter 11 cases. Based on both its extensive experience and expertise, its work for OPI prior to the Petition Date, including in the conduct of the ongoing Investigation, Quinn Emanuel is both well-qualified and uniquely able to represent OPI as special counsel, at the direction of the Independent Director. Accordingly, OPI submits the retention of Quinn Emanuel is in the best interests of the Debtors, their respective estates, and creditors and should be approved by the Court

WHEREFORE, OPI respectfully requests that the Court enter an order granting the relief requested in this Application and such other and further relief as the Court may deem as just and proper.

Dated: November 20, 2025.

/s/ Tim R. Pohl
Timothy R. Pohl
Independent Director of Office
Properties Income Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

**DECLARATION OF TIMOTHY R. POHL IN SUPPORT OF DEBTOR
OFFICE PROPERTIES INCOME TRUST’S APPLICATION FOR ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
QUINN EMANUEL URQUHART & SULLIVAN, LLP AS SPECIAL COUNSEL**

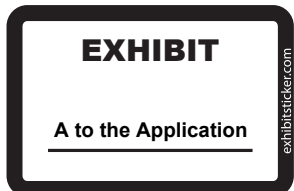
Pursuant to 28 U.S.C. § 1746, I, Timothy R. Pohl, hereby declare that the following is true and correct:

1. I am the Independent Director of Office Properties Income Trust (“**OPI**” and with certain of its subsidiaries as debtors and debtors in possession, the “**Debtors**”) in the above-captioned chapter 11 cases. I submit this declaration in support of *Debtor Office Properties Income Trust’s Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as Special Counsel* (the “**Application**”).²

2. Except as otherwise indicated herein, the facts set forth in this declaration are based upon my personal knowledge, the information provided to me by OPI’s advisors, or my opinion based upon knowledge and experience.

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

² Capitalized terms not defined in this declaration have the meanings given to them in the Application.



THE SELECTION OF SPECIAL COUNSEL

3. OPI recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. OPI retained Quinn Emanuel on August 28, 2024, to act as special counsel at my sole direction, in connection with the Special Committee’s investigation or review of any potential claims or causes of action or historical transactions entered into by OPI or its subsidiaries that may be addressed, released, or implicated in a potential restructuring and/or recapitalization transaction and any related services as determined by me, as Independent Director, after consultation with OPI. OPI retained Quinn Emanuel because of, among other factors, its extensive expertise and client service with respect to such matters. I am familiar with Quinn Emanuel having retained Susheel Kirpalani to provide services to me and fellow independent directors in connection with the Voyager Digital Holdings, LLC restructuring matter. Quinn Emanuel possesses a combination of sophisticated litigation knowledge and complex chapter 11 experience making Quinn Emanuel both well qualified and uniquely capable to represent OPI as special counsel, including in these chapter 11 cases, in an efficient and expert manner.

4. I believe that the services rendered by Quinn Emanuel will not be unnecessarily duplicative of those rendered by any other professional retained by OPI.

RATE STRUCTURE AND COST SUPERVISION

5. Quinn Emanuel agreed with OPI to a regular hourly billing arrangement in connection with this bankruptcy engagement.

6. I have confirmed with Quinn Emanuel that its hourly rates vary from attorney to attorney based on factors such as the attorney’s seniority and position with the firm (e.g., partner,

of counsel, or associate) and years of experience. The hourly billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement.

7. Quinn Emanuel's rates and material terms of engagement are consistent with rates of comparably skilled professionals in this market. Based on the Kirpalani Declaration, the rates are consistent with the rates that Quinn Emanuel charges in other comparable chapter 11 cases, with no variation based upon the geographical location of the case.

8. As discussed below, I am also responsible for reviewing the invoices regularly submitted by Quinn Emanuel, and the rates Quinn Emanuel charged OPI pre-petition are the same as the regular, annually adjusted rates Quinn Emanuel will charge OPI in the post-petition period.

9. In my capacity as Independent Director, I recognize that OPI has a responsibility to closely monitor the billing practices of counsel to ensure the fees and expenses paid by the estate remain consistent with OPI's expectations and the exigencies of these chapter 11 cases. As I did pre-petition, I will continue to bring discipline, predictability, client involvement, and accountability to Quinn Emanuel's fee and expense reimbursement process. To that end, I will review and monitor the invoices that Quinn Emanuel submits.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17th day of November, 2025.

/s/ Timothy R. Pohl
Timothy R. Pohl (Nov 17, 2025 12:19:32 CST)
Independent Director of Office
Properties Income Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

DECLARATION OF SUSHEEL KIRPALANI IN SUPPORT OF DEBTOR OFFICE PROPERTIES INCOME TRUST’S APPLICATION FOR ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL URQUHART & SULLIVAN, LLP AS SPECIAL COUNSEL

Pursuant to 28 U.S.C. § 1746, I, Susheel Kirpalani, hereby declare as follows:

1. My name is Susheel Kirpalani. I am over the age of 18 years. I am competent to make this declaration and, unless otherwise stated, I have personal knowledge of the facts stated herein.

2. I am an attorney duly admitted to practice law in the State of New York

3. I am a partner of the law firm Quinn Emanuel Urquhart & Sullivan, LLP (“*Quinn Emanuel*” or the “*Firm*”), proposed special counsel to debtor Office Properties Income Trust (“*OPI*”). Quinn Emanuel is an international law firm with offices in 15 U.S. cities and 20 international cities, including offices at 295 5th Avenue, 9th Floor, New York, New York 10016 and 700 Louisiana, Suite 3900, Houston, Texas 77002. Quinn Emanuel’s main telephone number is 212-849-7000. I submit this declaration (the “*Kirpalani Declaration*”) in connection with the *Debtor Office Properties Income Trust’s Application for Order Authorizing the Retention and*

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



Employment of Quinn Emanuel Urquhart & Sullivan, LLP as Special Counsel
(the “*Application*”).²

4. This declaration is submitted in compliance with sections 327(e), 328(a), 329, and 504 of title 11 of the United States Code (the “*Bankruptcy Code*”), and to provide the disclosures required under rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “*Local Rules*”).

5. Unless otherwise stated, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Quinn Emanuel’s completion of further review, or as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

Quinn Emanuel’s Qualifications

6. On August 28, 2025, Quinn Emanuel was retained as special counsel to OPI to render independent services at the sole direction of the special committee of OPI (the “*Special Committee*”), comprising Timothy R. Pohl (the “*Independent Director*”) in connection with the Special Committee’s investigation (the “*Investigation*”) or review of potential claims or causes of action or historical transactions entered into by OPI or its subsidiaries that may be addressed, released, or implicated in a potential restructuring and/or recapitalization transaction and any related services as determined by the Special Committee (the “*Engagement*”).

² Capitalized terms not defined in this declaration have the meanings given to them in the Application.

7. Prior to the Petition Date, Quinn Emanuel had, on the Special Committee’s behalf, commenced the Investigation. Among other things, Quinn Emanuel requested and received documents, and has begun conducting interviews of relevant individuals.

8. Quinn Emanuel lawyers have significant experience representing and advising the spectrum of constituents in chapter 11 cases and related proceedings, including independent and disinterested directors, special committees, debtors, creditors, and others.

9. I and other attorneys at Quinn Emanuel have (either while at Quinn Emanuel or other firms) served as counsel or special counsel to debtors, official committees, non-debtor affiliates, and creditors in numerous other bankruptcy cases, including, without limitation: Voyager Digital Holdings, LLC, Wesco Aircraft Holdings, Inc., Talen Energy Supply, ModivCare Inc., Altera Infrastructure, Cano Health, Inc. Garrett Motion Inc., Avianca Airlines, Toys “R” Us, Inc., Motors Liquidation Company, f/k/a General Motors Corporation, Peabody Energy Corporation, Sanchez Energy Corp., Ultra Petroleum Corp., Alpha Natural Resources, Inc., China Fishery Group Limited (Cayman), DPH Holdings Corp., UTGR, Inc. (d/b/a Twin River), Lehman Brothers Holdings, Inc., Nortel Networks, Inc., Fisker Automotive, Inc., RadioShack Corporation, Velo Holdings, Inc., SemGroup, L.P., American Home Mortgage Holdings, Inc., Buffets, Inc., New Stream Secured Capital, L.P., Enron Corp., Safety-Kleen Corp., RCN Corp., Adelphia Communications Corp., Mirant Corp., Tower Automotive, Inc., and Fruit of the Loom, Inc, and in the Title III readjustments of the Commonwealth of Puerto Rico and COFINA.

10. Based on Quinn Emanuel’s prepetition work for OPI at the direction of the Special Committee, together with its deep understanding of and experience with restructuring and bankruptcy disputes, Quinn Emanuel is both well-qualified and uniquely able to represent OPI as special counsel.

Compensation

11. Quinn Emanuel will charge customary hourly rates for the professionals assigned to this matter, subject to change from time to time, as reflected in Quinn Emanuel’s engagement letter (the “*Engagement Letter*”). The standard billing rates of the attorneys whom I anticipate assigning to this matter currently range from \$1,860.00 to \$3,000.00 for partners, \$1,775.00 to \$2,725.00 for counsel, and \$1,035.00 to \$1,665.00 for associates. A copy of the Engagement Letter is attached hereto as Exhibit A.

12. Quinn Emanuel also intends to seek reimbursement for expenses incurred in connection with its representation of OPI in accordance with Quinn Emanuel’s normal reimbursement policies, subject to any modifications to such policies that Quinn Emanuel may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “*Fee Guidelines*”).

13. Quinn Emanuel’s disbursement policies pass through all out-of-pocket expenses at actual cost or an estimated actual cost when the actual cost is difficult to determine. For example, Quinn Emanuel charges \$.10 per page for black and white copies and \$.25 per page for color copies. Other reimbursable expenses (whether the service is performed by Quinn Emanuel in-house or through a third-party vendor) include, but are not limited to, facsimiles, deliveries, court costs, transcript fees, travel fees, and clerk fees.

14. No promises have been received by Quinn Emanuel or any partner, counsel, or associate of Quinn Emanuel, as to payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules,

the Local Rules, and the Fee Guidelines. Furthermore, Quinn Emanuel has no agreement with any other entity to share compensation received by Quinn Emanuel or by such entity.

15. The Application requests the approval of Quinn Emanuel’s retention with the terms and conditions consistent with those that Quinn Emanuel charges non-chapter 11 debtors, namely, the prompt payment of Quinn Emanuel’s hourly rates, as adjusted from time to time, and reimbursement of out-of-pocket disbursements at or based on cost or based on formulas that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Quinn Emanuel intends to apply for the allowance of compensation for professional services rendered and for reimbursement of actual and necessary expenses relating thereto, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders approved by the Court.

16. In accordance with section 504 of the Bankruptcy Code, Quinn Emanuel has neither shared nor agreed to share (a) any compensation or reimbursement it has received or may receive with another person, other than the partners and associates associated with Quinn Emanuel or (b) any compensation or reimbursement another person has received or may receive.

No Adverse Interest

17. In conjunction with OPI’s retention of Quinn Emanuel as special counsel, I directed a search of Quinn Emanuel’s conflicts system for entities and individuals listed in Schedule 1 (the “*Potential Parties in Interest*”).

18. Quinn Emanuel based its review of its conflicts system on names provided by the Debtors. It is possible that there are creditors and other Potential Parties in Interest whom the Debtors did not identify that are clients of the Firm. Further, Quinn Emanuel may represent other affiliates of Potential Parties in Interest whose identities and affiliates did not show in the conflicts

system. The following summarizes the findings gleaned from Quinn Emanuel's review of the information available on the Firm's conflicts system of (a) current clients of the Firm and affiliates of current clients of the Firm that are also Potential Parties in Interest, and (b) former clients of the Firm that are also Potential Parties in Interest.

a. Current Clients of Quinn Emanuel that are Creditors: Representation on Unrelated Matters

19. Quinn Emanuel currently represents the entities or affiliates of entities that are Potential Parties in Interest as indicated in the attached Schedule 2. To the best of my knowledge, Quinn Emanuel's ongoing representation of the entities identified on Schedule 2, other than OPI and Mr. Pohl, does not involve OPI, and will not impact Quinn Emanuel's ability to fulfill its obligations as special counsel to OPI as allowed by section 327(e) of the Bankruptcy Code.

b. Former Clients of Quinn Emanuel that are Creditors of the Debtors; Representation in these Chapter 11 Cases

20. Furthermore, Quinn Emanuel previously represented, but does not currently represent, other Potential Parties in Interest, as identified on Schedule 2. Such representation will not impact Quinn Emanuel's ability to fulfill its obligations as special counsel to OPI as allowed by section 327(e) of the Bankruptcy Code.

21. As used in Schedule 2, the term "Former" means a client for which the Firm has not performed work within the past 12 months, whether or not the attorney-client relationship was formally terminated.

22. Based on the searches conducted to date and described herein, to the best of my knowledge, neither Quinn Emanuel nor any partner or associate thereof has any connection with the Office of the United States Trustee or any person employed in the Office of the United States Trustee for the Southern District of Texas, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of Texas other than normal professional

connections that Quinn Emanuel has developed as a result of its representations of various parties in interest in unrelated matters before the Court. Accordingly, OPI's retention and employment of Quinn Emanuel is not prohibited by Bankruptcy Rule 5002.

23. Because the information on Schedule 2 may have changed without Quinn Emanuel's knowledge or may change during the pendency of the Chapter 11 Cases, Quinn Emanuel is not able to conclusively identify all relationships or potential relationships with all creditors or other parties in interest in these Chapter 11 Cases. If any new relevant facts or relationships are discovered or arise, Quinn Emanuel will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

c. Quinn Emanuel's Payment History with OPI

24. On September 3, 2025, OPI funded a Retainer in the amount of \$400,000.00 per the Engagement Letter. On September 15, 2025, OPI paid \$19,350.00 on Invoice No. 101-0000195931, deducted from the Retainer. On October 10, 2025, OPI paid \$136,939.50 on Invoice No. 101-0000197449, deducted from the Retainer. On October 10, 2025, OPI paid \$156,289.50 to replenish the Retainer to \$400,000.00. On October 30, 2025, before OPI and its affiliated Debtors filed their petitions commencing these chapter 11 cases, Quinn Emanuel deducted \$81,154.50 from the Retainer for payment on Invoice No. 101-0000198941. As of the Petition Date, Quinn Emanuel holds a total of \$318,845.50 in the Retainer in trust for OPI.

25. Quinn Emanuel has not been paid for \$24,801.50 in pre-petition fees and, therefore, the Application seeks authority for Quinn Emanuel to draw down on the Retainer in that amount and remit to OPI's estate the remaining balance (which would be \$294,044.00).

No Duplication Of Services

26. I understand that the Debtors will retain various other restructuring professionals in these chapter 11 cases. I also understand that the Debtors may also file further applications to employ additional counsel for particular purposes. The Debtors, the Special Committee, Quinn Emanuel, and the other restructuring professionals have discussed Quinn Emanuel’s role in these bankruptcy cases to avoid duplication of work. Quinn Emanuel agrees to make reasonable efforts to avoid the duplication of the services performed by other professionals employed by the Debtors.

Attorney Statement Pursuant To Fee Guidelines

27. The following is provided in response to the request for additional information set forth in Appendix B, Paragraph D.1 of the Fee Guidelines.

Question: Did the Firm agree to any variations from, or alternatives to, the Firm’s standard billing arrangements for this engagement?

Answer: No.

Question: Do any of the Firm’s professionals in this engagement vary their rate based on the geographical location of the Debtors’ Chapter 11 Case?

Answer: No. The hourly rates used by Quinn Emanuel in representing OPI are consistent with the rates that the Firm charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If the Firm has represented OPI in the 12 months pre-petition, disclose the Firm’s billing rates and material financial terms for the pre-petition engagement, including any adjustments during the 12 months pre-petition. If the Firm’s billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: Quinn Emanuel was retained approximately 2 months before the bankruptcy filings. Quinn Emanuel’s rates and material financial terms did not change post-petition.

Question: Has OPI approved Quinn Emanuel’s budget and staffing plan, and if so, for what budget period?

Answer: The Independent Director periodically reviews the Firm's staffing and invoices. Neither OPI nor the Special Committee has requested a budget and staffing plan for this engagement.

28. The foregoing constitutes the statement of Quinn Emanuel pursuant to sections 327(e), 328(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 20th day of November, 2025.

/s/ Susheel Kirpalani
Susheel Kirpalani

Schedule 1

Master List of Potential Parties in Interest¹

¹ This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

1. Debtors

112 AVE MIAMI LLC
 20 MASS AVE TRS INC.
 3400 PLANO TX LLC
 440 FIRST STREET LLC
 ACP EAST LLC
 BAYSIDE PKWY FREMONT 2 LLC
 BURT STREET OMAHA LLC
 CLAY HOLDCO LLC
 CLAY ROAD HOUSTON LLC
 CRI SIR LLC
 ELLIOTT AVE SEATTLE LLC
 EWING HOLDCO LLC
 FIRST POTOMAC DC HOLDINGS, LLC
 FP 11 DUPONT CIRCLE, LLC
 FP 1211 CONNECTICUT AVENUE, LLC
 FP 1401 K, LLC
 FP 1775 WIEHLE AVENUE, LLC
 FP 540 GAITHER, LLC
 FP 6310 HILLSIDE CENTER, LLC
 FP 6315 HILLSIDE CENTER, LLC
 FP 840 FIRST STREET, LLC
 FP ATLANTIC CORPORATE PARK, LLC
 FP PATUXENT PARKWAY, LLC
 FP REDLAND TECHNOLOGY CENTER LLC
 FP STERLING PARK LAND, LLC
 GOV LAKE FAIRFAX INC.
 GOV LAKEWOOD PROPERTIES TRUST
 GOV NEW OPPTY LP
 GOV NEW OPPTY LP REIT
 GOV NEW OPPTY REIT
 GOVERNMENT PROPERTIES INCOME
 TRUST LLC
 GPT PROPERTIES LLC
 GPT PROPERTIES TRUST
 GRAND OAK CIRCLE TAMPA LLC
 JAN DAVIS HUNTSVILLE LLC
 OFFICE PROPERTIES INCOME TRUST
 OPI 25 EXCHANGE LLC

OPI AL PROPERTIES LLC
 OPI BND HOLDINGS TRUST
 OPI BND PROPERTIES LLC
 OPI NOTEX HOLDINGS TRUST
 OPI NOTEX PROPERTIES LLC
 OPI TRS INC.
 OPI WF BORROWER LLC
 OPI WF HOLDING LLC
 OPI WF OWNER LLC
 PRIMERICA HOLDCO LLC
 SANTA CLARA (WALSH) LLC
 SC MERGER SUB LLC
 SCHROCK ROAD COLUMBUS LLC
 SIR CAMPBELL PLACE INC.
 SIR CENTENNIAL LLC
 SIR COLORADO SPRINGS LLC
 SIR FORT MILL LLC
 SIR GP REDWOOD CITY LLC
 SIR HOLDINGS CORPORATION
 SIR IRVING (FREEPORT) LLC
 SIR JOHNSTON LLC
 SIR OMAHA LLC
 SIR OPERATING PARTNERSHIP LP
 SIR PARSIPPANY (JEFFERSON) LLC
 SIR PHILADELPHIA LLC
 SIR PROPERTIES REIT LLC
 SIR PROPERTIES TRUST
 SIR REDWOOD CITY LP
 SIR REIT NEW BRAUNFELS LLC
 SIR REIT PLANO LLC
 SIR ROCKLIN (OFFICE) LLC
 SIR SAN JOSE LLC
 SIR SANTA CLARA LP
 SIR WESTFORD LLC
 TWELVE24 ATLANTA LLC
 WEST JAVA SUNNYVALE LLC

2. Non-Debtor Affiliates

3300 75TH AVENUE LLC
 CLAY AVE WACO LLC
 ECHELON PKWY MS LLC
 EWING BOULEVARD LLC
 FP CPT 1750 H STREET, LLC
 FP CPT 1750 HOLDINGS, LLC
 FP METRO PLACE, LLC
 PRIMERICA PKWY GA LLC

PROSPERITY METRO PLAZA OF
 VIRGINIA, LLC
 RIO ROBLES CA LLC
 SIR GP SAN JOSE (FORTUNE) LLC
 SIR GP SAN JOSE (VIA DEL ORO) LLC
 SIR GP SAN JOSE LLC
 SIR GP SANTA CLARA (WALSH) LLC
 SIR GP SANTA CLARA LLC

SIR SAN JOSE (FORTUNE) LP
SIR SAN JOSE (VIA DEL ORO) LP

STERLING PARK LLC

3. Debtors' Previous Names, Predecessors, and Related Entities

40 FIRST STREET LLC
DHT WF BORROWER LLC
DHT WF HOLDING LLC
DHT WF OWNER LLC
DPT WF BORROWER LLC
DPT WF HOLDING LLC
DPT WF OWNER LLC
FIRST POTOMAC REALTY INVESTMENT
LIMITED PARTNERSHIP
FP 440 1ST STREET, LLC
FP REDLAND TECHNOLOGY CENTER LP
GOV GRAND OAK PROPERTIES TRUST
GOV TRS INC.

GOV TRS, INC.
GOVERNMENT PROPERTIES INCOME
TRUST
GRAND OAK CIRCLE LLC
SIR COLUMBUS LLC
SIR DULUTH (PRIMERICA PARKWAY)
LLC
SIR HOUSTON (CLAY) LLC
SIR MIAMI LLC
SIR PLANO (3400) LLC
SIR SAN JOSE LP
SIR SANTA CLARA (WALSH) LP
SIR SEATTLE LLC

4. Debtors' Restructuring and Other Significant Professionals

ALIXPARTNERS
BAKER NEWMAN NOYES
BENESCH FRIEDLANDER COPLAN &
ARONOFF LLP
CALLI LAW LLC
COX CASTLE & NICHOLSON LLP
DELOITTE & TOUCHE LLP
DELOITTE TAX LLP
DUANE MORRIS LLP
FAIRFIELD AND WOODS PC
GEARY PORTER & DONOVAN PC
GOODWIN PROCTOR LLP COUNSELORS AT
LAW
GOULSTON & STORRS PC
HOLLAND & KNIGHT LLP
HUNTON ANDREWS KURTH LLP
JOELE FRANK WILKINSON BRIMMER
KATCHER

KLEHR HARRISON HARVEY BRANZBURG
LLP
KROLL INC.
LATHAM & WATKINS LLP
LERCH EARLY BREWER
MILES & STOCKBRIDGE PC
MOELIS & COMPANY LLC
PARKER DANIELS KIBORT
PEARLMAN & MIRANDA LLC
PRICEWATERHOUSECOOPERS LLP
PWC US CONSULTING
PWC US TAX LLP
QUINN EMANUEL URQUHART & SULLIVAN,
LLP
RYAN LAW FIRM PLLC
RYAN LLC
SCHWARTZ METZ & WISE PA
SULLIVAN & WORCESTER LLP
WACHTELL, LIPTON, ROSEN & KATZ

5. Current and Former Officers and Directors (Up to 3 Years)

ADAM D. PORTNOY
BARBARA D. GILMORE
BRIAN E. DONLEY
CHRITSOPHER J. BILOTTO
DONNA D. FRAICHE
ELENA POPTODOROVA
JEFFREY P. SOMERS
JENNIFER B. CLARK
JILL FRIZZLEY

JOHN L. HARRINGTON
JOHN R. CASTELLANO
KRISTINE E. EPPES
MARK A. TALLEY
MICHELLE A. DREYER
PATRICK BARTELS
REDAN ADVISORS
TIM POHL
TRP ADVISORS

WILDROSE PARTNERS
WILLIAM A. LAMKIN
YAEL DUFFY

JACQUELYN S. ANDERSON
JENNIFER F. FRANCIS

6. Trustees, Agents, and Secured Creditors

ACQUIOM AGENCY SERVICES LLC
ASSOCIATED BANK, NATIONAL
ASSOCIATION
AXEBROOK CAPITAL LLP
B. RILEY SECURITIES, INC.
BANK OF AMERICA, N.A.
BARCLAYS BANK PLC
BARCLAYS CAPITAL INC.
BERKSHIRE BANK
BMO BANK N.A.
BMO CAPITAL MARKETS CORP.
BOFA SECURITIES, INC.
BRACEBRIDGE CAPITAL, LLC
BREVAN HOWARD
CETUS CAPITAL VI, LP
CITADEL LLC
CITADEL MULT-ASSET MASTER FUND
LTD.
CITIBANK, N.A.
CITIGROUP GLOBAL MARKETS INC.
CITIGROUP GLOBAL MARKETS, INC.
COMMONWEALTH LAND TITLE
COMPANY
COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION
CSC DELAWARE TRUST COMPANY
E.SUN COMMERCIAL BANK, LTD.
EXODUSPOINT CAPITAL MANAGEMENT,
LP
EXODUSPOINT PARTNERS MASTER
FUND, LP
FFI FUND., LTD.
FIRST AMERICAN TITLE INSURANCE
COMPANY
FIRST HAWAIIAN BANK
FIRST HORIZON BANK
FOURSIXTHREE CAPITAL LP
FYI LTD.
HELIX PARTNERS MANAGEMENT LP

JAMES A. JOHNSON
JOE POWELL
JPMORGAN CHASE BANK, N.A.
LAWYERS TITLE REALTY SERVICES, INC.
LIBERTY MUTUAL
MACKENZIE INVESTMENTS
MIZUHO BANK, LTD.
MORGAN STANLEY SENIOR FUNDING,
INC.
MSD PARTNERS, L.P.
NUVEEN ASSET MANAGEMENT, LLC
OAK HILL ADVISORS, L.P.
OAK HILL CAPITAL
OLIANT FUND
PNC CAPITAL MARKETS LLC
POINT72 ASSET MANAGEMENT
POINT72 GLOBAL MACRO INVESTMENTS,
LLC
REDWOOD CAPITAL MANAGEMENT
REGIONS BANK
ROYAL BANK OF CANADA
SMF REGISTERED SERVICES, INC. C/O
STINSON LLP
SUMITOMO MITSUI BANKING
CORPORATION
TACONIC CAPITAL ADVISORS L.P.
TRSTE, INC.
TRUIST BANK
UMB BANK, NATIONAL ASSOCIATION
U.S. BANK NATIONAL ASSOCIATION
U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION
UBS AG
UBS SECURITIES LLC
WELLS FARGO BANK, NATIONAL
ASSOCIATION
WHITEBOX ADVISORS LLC
WILMINGTON SAVINGS FUND SOCIETY,
FSB
WILMINGTON TRUST, N.A.

7. Known Unsecured Noteholders

ACASTA GLOBAL MASTER FUND

AEGON USA INVESTMENT MANAGER,
LLC

APOLLO CAPITAL MANAGEMENT GP,
LLC
APOLLO CAPITAL MANAGEMENT L.P.
JULIO M. MACEIRA
DANIEL M. PRESS

JEFFREY J. ZAVATTERO
MARNELL MANAGEMENT LLC
TFG ASSET MANAGEMENT UK LLP
VALUEWORKS LLC

8. Restructuring Professionals for Trustees, Agents, and Significant Creditors

ARENT FOX SCHIFF LLP
DUCERA PARTNERS
EMMET, MARVIN & MARTIN, LLP
EVERCORE, INC.
FTI CONSULTING
GLENN AGRE BERGMAN & FUENTES LLP
HOULIHAN LOKEY, INC.
JONES DAY LLP
KELLEY DRYE & WARREN LLP

MASLON LLP
MILBANK LLP
PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP
PORTER HEDGES LLP
PROVINCE, LLC
SEWARD & KISSEL LLP
WHITE & CASE LLP
WINSTON & STRAWN LLP

9. Top 30 Unsecured Creditors²

ABM JANITORIAL SERVICES
ACUATIVE CORPORATION
ALLEGIANT FIRE PROTECTION LLC
APBC ENTERPRISES LLC
B&B ROLLING DOOR CO., INC
BUILDING CARE SYSTEMS, INC.
CHARGEPOINT, INC.
CHILLER SYSTEMS SERVICE, INC.
CITY OF NORFOLK
CLIFFORD POWER SYSTEMS, INC
DAVCO WATERPROOFING SERVICES, INC
ENVIRONMENTAL ENHANCEMENTS, INC.
GDI SERVICES INC
INSIGHT GLOBAL, LLC

INTEGRITY FACILITY SOLUTIONS INC
INTERACTIVE TOUCHSCREEN SOLUTIONS,
INC.
INTERSTATE RESTORATION LLC
LPC COMMERCIAL SERVICES, INC.
OTIS ELEVATOR COMPANY
RESTORATION MANAGEMENT COMPANY
SAVATREE
SCHINDLER ELEVATOR CORPORATION
SHIFT LOGIC LLP
SOUND INCORPORATED
TRANE U.S. INC

10. Major Vendors³

A-1 CONCRETE LEVELING
ABM INDUSTRIES INC.
AIR CLEANING TECHNOLOGIES, INC.
AIR PERFORMANCE SERVICE OF CENTRAL
TEXAS, LLC
ALLIED UNIVERSAL
ANDERSON CC INC
AT & T

B & W MECHANICAL CONTRACTORS, INC.
CBRE
CHEMAQUA
COMCAST
CR LIGHTING & ELECTRIC INC
CUSHMAN & WAKEFIELD
DPR CONSTRUCTION A GENERAL
PARTNERSHIP

² For purposes of this section, only twenty-five (25) entities are listed as CSC Delaware Trust Company and Computershare Trust Company, N.A. represent five (5) of the top unsecured creditors and are listed elsewhere herein.

³ Major Vendors includes certain vendors party to significant contracts and, along with the 25 vendors classified under the Top 30 Unsecured Creditors category, collectively account for approximately 75% of total spend attributed to vendors.

DRAIN MASTERS PLUMBING
ERSTAD ARCHITECTS
EXPRESS CLEANING
FLYING X ELECTRIC
GRAINGER
HARVARD MAINTENANCE, INC.
JOHNSON CONTROLS
JONES LANG LASALLE
LASHOMB LAWN & LANDSCAPE INC
METRO GROUNDS MANAGEMENT LLC
PIONEER LLC
RED COATS, INC.
ROCKWELL SECURITY, LLC

SARNAFIL SERVICES INC.
SCOTT CONTRACTING
SECURITAS SECURITY SERVICES
STRONGPOINT SOLUTIONS LLC
SUPERHERO FIRE PROTECTION
TERRACON CONSULTANTS, INC
TK ELEVATOR CORPORATION
T-MOBILE
TOSHIBA BUSINESS SOLUTIONS (USA), INC
UNION OFFICE
WASTE MANAGEMENT, INC.
WESTERN SPECIALTY CONTRACTORS
WHITE GLOVE BUILDING SERVICES

11. Other Lienholders

CROWN CENTER REDEVELOPMENT CORPORATION
FIRST AMERICAN TITLE INSURANCE COMPANY
HARTFORD LIFE INSURANCE COMPANY
JACKSON NATIONAL LIFE INSURANCE COMPANY

KEYBANK NATIONAL ASSOCIATION
SHBNPP GLOBAL PRIVATE REAL ESTATE INVESTMENT TRUST N0.2
STANDARD CHARTERED BANK
KOREA LIMITED
STATE FARM LIFE INSURANCE COMPANY

12. Real Estate Brokers

AVISON YOUNG
CBRE
COLLIERS
CUSHMAN & WAKEFIELD
FD STONEWATER
JONES LANG LASALLE INC.

LINCOLN PROPERTY COMPANY
NAI HIFFMAN
NEWMARK GROUP, INC.
STREAM REALTY PARTNERS
THE LUND COMPANY

13. Debtors' Banks

CLEAR STREET, LLC

PNC BANK, NATIONAL ASSOCIATION

14. Insurance Parties

ACE AMERICAN INSURANCE COMPANY
AIG SPECIALTY INSURANCE COMPANY
ALCOR UNDERWRITING BERMUDA LIMITED
ALLIANZ GLOBAL CORPORATE & SPECIALTY SE
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
ALLIED WORLD ASSURANCE COMPANY (U.S.), INC.

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY
ARCH SPECIALTY INSURANCE COMPANY
AVIVA INSURANCE LIMITED
AXIS SURPLUS INSURANCE COMPANY
CHUBB BERMUDA INSURANCE LTD
CNA FINANCIAL CORPORATION
COLUMBIA CASUALTY COMPANY
CONVEX INSURANCE UK LIMITED
COVINGTON SPECIALTY INSURANCE COMPAN

CRUM & FORSTER SPECIALTY INSURANCE COMPANY
 ENDURANCE AMERICAN INSURANCE COMPANY
 ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
 ENDURANCE ASSURANCE CORPORATION
 ENDURANCE SPECIALTY INSURANCE LTD
 EVEREST INDEMNITY INSURANCE COMPANY
 EVEREST NATIONAL INSURANCE COMPANY
 FIDELIS INSURANCE BERMUDA LIMITED
 FIREMAN'S FUND INSURANCE COMPANY
 GREAT AMERICAN SECURITY INSURANCE COMPANY
 HDI GLOBAL INSURANCE COMPANY
 HDI GLOBAL SPECIALTY SE
 HOUSTON CASUALTY COMPANY
 HUDSON EXCESS INSURANCE COMPANY
 INTERNATIONAL GENERAL INSURANCE COMPANY (UK) LTD.
 IRONSHORE SPECIALTY INSURANCE COMPANY
 LANDMARK AMERICAN INSURANCE COMPANY
 LIBERTY SURPLUS INSURANCE CORPORATION

LLOYD'S OF LONDON
 MARKEL BERMUDA LIMITED
 MARKEL CORPORATION
 MITSUI SUMITOMO INSURANCE COMPANY
 MITSUI SUMITOMO INSURANCE COMPANY OF AMERICA
 NAVIGATORS INSURANCE COMPANY
 PARTNERRE IRELAND INSURANCE DAC
 PELEUS INSURANCE COMPANY
 QBE SPECIALTY INSURANCE COMPANY
 SWISS RE CORPORATE SOLUTIONS ELITE INSURANCE CORPORATION
 THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY
 TOKIO MARINE AMERICA INSURANCE COMPANY
 WESTCHESTER SURPLUS LINES INSURANCE COMPANY
 WESTFIELD SELECT INSURANCE COMPANY
 WILLIS OF NEW JERSEY, INC.
 WILLIS TOWERS WATSON NORTHEAST, INC
 WRIGHT FLOOD
 WTW (WILLIS TOWERS WATSON)
 XL INSURANCE AMERICA INC
 XL INSURANCE COMPANY
 ZURICH AMERICAN INSURANCE COMPANY

15. Surety Bond Issuers & Beneficiaries

BALTIMORE GAS AND ELECTRIC
 CITY OF DUNWOODY
 DOMINION ENERGY VIRGINIA
 FIDELITY AND DEPOSIT COMPANY

FLORIDA POWER & LIGHT
 OMAHA PUBLIC POWER DISTRICT
 PROVO CITY

16. Taxing and Other Governmental Authorities

ADA COUNTY TREASURER
 AFE DIVISION TREASURER AND TAX COLLECTOR OF LOS ANGELES
 ALABAMA DEPARTMENT OF REVENUE
 ALABAMA SECRETARY OF STATE
 ALAMEDA COUNTY
 ANNE ARUNDEL COUNTY
 APPELLATE TAX BOARD
 ARAPAHOE COUNTY TREASURER
 ARIZONA DEPARTMENT OF REVENUE
 ARIZONA SECRETARY OF STATE

BENTON COUNTY TREASURER
 BEXAR COUNTY TAX ASSESSOR/COLLECTOR
 BOONE COUNTY PROPERTY VALUATION ADMINISTRATOR
 BROWARD COUNTY TAX COLLECTOR
 CAL FIRE/OFFICE OF THE STATE FIRE
 CALIFORNIA FRANCHISE TAX BOARD
 CALIFORNIA SECRETARY OF STATE
 CDLE, DIVISION OF OIL & PUBLIC

CENTRAL PERIMETER COMMUNITY
 IMPROVEMENT DISTRICT
 CITY OF ANN ARBOR TREASURER
 CITY OF BOSTON TREASURY DEPT.
 CITY OF CENTENNIAL
 CITY OF CHARLOTTE
 CITY OF CHESAPEAKE
 CITY OF CHICAGO
 CITY OF CHICAGO DEPT OF FINANCE
 CITY OF DETROIT PROPERTY TAX
 CITY OF DUNWOODY
 CITY OF FAIRFAX
 CITY OF FAIRPORT
 CITY OF FLORENCE
 CITY OF KANSAS CITY MISSOURI
 CITY OF MALDEN
 CITY OF NAPERVILLE
 CITY OF NORFOLK
 CITY OF PHILADELPHIA
 CITY OF PLANTATION
 CITY OF QUINCY
 CITY OF RICHMOND
 CITY OF RICHMOND VIRGINIA
 CITY OF SACRAMENTO
 CITY OF SAN JOSE
 CITY OF SANTA CLARA
 CITY OF SOUTH BURLINGTON
 CITY OF STOCKTON
 CITY OF TAMPA
 CITY OF WACO AND WACO
 INDEPENDENT SCHOOL DISTRICT
 CLAY COUNTY COLLECTOR
 CLAYTON COUNTY TAX COMMISSIONER
 COLLIN COUNTY TAX
 ASSESSOR/COLLECTOR
 COLORADO DEPARTMENT OF REVENUE
 COLORADO DEPT. OF PUBLIC
 COLORADO SECRETARY OF STATE
 COMAL COUNTY TAX OFFICE
 COMPTROLLER OF MARYLAND
 CONNECTICUT SECRETARY OF STATE
 COOK COUNTY TREASURER
 COUNTRY OF SAN DIEGO AIR
 POLLUTION
 COUNTY OF HENRICO - TAX
 PROCESSING CTR
 COUNTY OF LOUDOUN
 COUNTY OF SACRAMENTO
 COUNTY OF SAN DIEGO
 DALLAS COUNTY TAX
 ASSESSOR/COLLECTOR

DC - OFFICE OF TAX AND REVENUE
 DC DEPARTMENT OF BUILDINGS
 DC TREASURER - OFFICE OF TAX AND
 REVENUE
 DEBBIE D. BROWN, RECEIVER
 DEKALB COUNTY TAX COMMISSIONER
 DELAWARE SECRETARY OF STATE
 DEPARTMENT OF INDUSTRIAL
 RELATIONS
 DIRECTOR OF FINANCE - BALTIMORE
 DISTRICT COURT OF MARYLAND
 DISTRICT OF COLUMBIA DEPARTMENT
 OF LICENSING
 DISTRICT OF COLUMBIA OFFICE OF TAX
 AND REVENUE
 DOUGLAS COUNTY TREASURER
 DOWNTOWN MOUNT VERNON BID
 DUPAGE COUNTY COLLECTOR
 EWING TOWNSHIP TAX OFFICE
 FAIRFAX COUNTY
 FLORIDA DEPARTMENT OF REVENUE
 FLORIDA DEPARTMENT OF STATE
 FRANKLIN COUNTY TREASURER
 FULTON COUNTY TAX COMMISSIONER
 GCCISD TAX SERVICES
 GEORGIA DEPARTMENT OF REVENUE
 GEORGIA SECRETARY OF STATE
 GOVT. OF THE DISTRICT OF COLUMBIA
 GRAHAM COUNTY
 GWINNETT COUNTY TAX
 COMMISSIONER
 HARRIS COUNTY ESD # 06
 HARRIS COUNTY ESD # 12
 HARRIS COUNTY MUNICIPAL UTILITY
 DISTRICT
 HARRIS COUNTY TAX
 ASSESSOR/COLLECTOR
 HAWAII DEPARTMENT OF TAXATION
 HILLSBOROUGH COUNTY TAX
 COLLECTOR
 HINDS COUNTY TAX COLLECTOR
 HOWARD COUNTY DIRECTOR OF
 FINANCE
 IDAHO SECRETARY OF STATE
 IDAHO TAX COMMISION
 ILLINOIS DEPARTMENT OF REVENUE
 ILLINOIS EPA
 ILLINOIS SECRETARY OF STATE
 ILLINOS OFFICE OF THE STATE
 INDIANA DEPARTMENT OF REVENUE
 INDIANA SECRETARY OF STATE

INTERNAL REVENUE SERVICE (IRS)
 IOWA DEPARTMENT OF REVENUE
 IOWA SECRETARY OF STATE
 JACKSON COUNTY COLLECTOR
 JEFFERSON COUNTY TREASURER
 KANSAS CITY REVENUE DIVISION
 KANSAS SECRETARY OF STATE
 KENTUCKY DEPARTMENT OF REVENUE
 KIMBERLY J. CUVA, RECEIVER OF TAXES
 KING COUNTY TREASURY
 LANCASTER COUNTY TREASURER
 LARAMIE COUNTY TREASURER
 MADISON COUNTY TAX COLLECTOR
 MARICOPA COUNTY TREASURER
 MARION COUNTY TREASURER
 MARYLAND DEPARTMENT OF
 ASSESSMENTS AND TAXATION
 MARYLAND DIVISION OF LABOR AND
 INDUSTRY (DLI) – SAFETY
 MARYLAND REVENUE ADMIN. DIVISION
 MASSACHUSETTS DEPARTMENT OF
 REVENUE
 MASSACHUSETTS SECRETARY OF THE
 COMMONWEALTH
 MCLENNAN COUNTY TAX OFFICE
 MD-COLUMBIA ASSOCIATION
 MECKLENBURG COUNTY TAX
 COLLECTOR
 MIAMI-DADE CO TAX COLLECTOR
 MICHIGAN DEPARTMENT OF LICENSING
 AND REGULATORY AFFAIRS
 MINNESOTA DEPARTMENT OF REVENUE
 MINNESOTA SECRETARY OF STATE
 MISSISSIPPI DEPARTMENT OF REVENUE
 MISSISSIPPI SECRETARY OF STATE
 MISSOURI DEPARTMENT OF NATURAL
 RESOURCES
 MISSOURI DEPARTMENT OF PUBLIC
 SAFETY
 MISSOURI DEPARTMENT OF REVENUE
 MISSOURI SECRETARY OF STATE
 MN DEPT OF LABOR AND INDUSTRY
 MONROE COUNTY TREASURY
 MONTGOMERY COUNTY MD
 MONTGOMERY COUNTY REVENUE
 COMMISSIONER
 NEBRASKA DEPARTMENT OF REVENUE
 NEBRASKA SECRETARY OF STATE
 NEW HAMPSHIRE SECRETARY OF STATE
 NEW JERSEY DEPARTMENT OF THE
 TREASURY

NEW JERSEY DIVISION OF TAXATION
 NEW MEXICO SECRETARY OF STATE
 NEW YORK DEPARTMENT OF STATE
 NEW YORK DEPT. OF TAXATION AND
 FINANCE
 NORTH CAROLINA DEPARTMENT OF
 LABOR
 NORTH CAROLINA DEPARTMENT OF
 REVENUE
 NORTH CAROLINA SECRETARY OF
 STATE
 NORTH SHELBY LIBRARY
 OFFICE OF TAX & REVENUE,
 GOVERNMENT OF D.C.
 OHIO DEPARTMENT OF TAXATION
 OHIO SECRETARY OF STATE
 OREGON DEPARTMENT OF REVENUE
 OREGON SECRETARY OF STATE
 PENNSYLVANIA DEPARTMENT OF
 REVENUE
 PENNSYLVANIA DEPARTMENT OF STATE
 PENNSYLVANIA TURNPIKE COMMISSION
 PHILADELPHIA DEPARTMENT OF
 REVENUE
 PLACER COUNTY TAX COLLECTOR
 POLK COUNTY TREASURER
 PRINCE GEORGE'S COUNTY TREASURY
 DIVISION
 PRINCE WILLIAM COUNTY
 RAMSEY COUNTY
 REDWOOD CITY
 SACRAMENTO COUNTY
 SACRAMENTO METROPOLITAN AIR
 SAN DIEGO COUNTY TREASURER-TAX
 COLLECTOR
 SAN JOAQUIN COUNTY
 SAN JOAQUIN VALLEY AIR POLLUTION
 CONTROL
 SAN MATEO COUNTY TAX COLLECTOR
 SANTA CLARA COUNTY
 SEATTLE DEPARTMENT OF
 CONST/INSPECTIONS
 SHELBY COUNTY
 SJC TTC
 SOUTH CAROLINA DEPARTMENT OF
 REVENUE
 SOUTH CAROLINA SECRETARY OF
 STATE
 SPRING BRANCH ISD TAX
 ASSESSOR/COLLECTOR

SPRING BRANCH MANAGEMENT
DISTRICT
STATE OF IDAHO-DIVISION OF OCC/PROF
LINCENSES
STATE OF MISSISSIPPI, DEPT OF
ENVIRONMENTAL QUALITY,
STATE OF UTAH - LABOR COMMISSION
TALLAHASSEE CENTRAL SERVICE
CENTER
TENNESSEE SECRETARY OF STATE
TEXAS COMPTROLLER OF PUB.
ACCOUNTS
TEXAS DEPARTMENT OF LICENSING
AND REGULATION
TEXAS SECRETARY OF STATE
THE CITY OF BOSTON
TOWN OF CHELMSFORD
TOWN OF WESTFORD
TOWNSHIP OF PARSIPPANY-TROY HILLS
TRAVIS COUNTY TAX COLLECTOR
TREASURER - CITY OF NORFOLK
TREASURER, CHESTERFIELD COUNTY

TREASURER, CITY OF ROANOKE
TWP OF PARSIPPANY - TROY HILLS
UTAH COUNTY TREASURER
UTAH DEPARTMENT OF COMMERCE
UTAH TAX COMMISSION
VERMONT DEPARTMENT OF TAXES
VERMONT SECRETARY OF STATE
VILLAGE OF ARLINGTON HEIGHTS
VIRGINIA DEPARTMENT OF TAXATION
VIRGINIA STATE CORPORATION
COMMISSION
WACO INDEPENDENT SCHOOL DISTRICT
WASHINGTON SECRETARY OF STATE
WASHINGTON STATE OF LABOR &
INDUSTRIES
WEST VIRGINIA SECRETARY OF STATE
WESTFORD STORMWATER
WISCONSIN DEPARTMENT OF
FINANCIAL INSTITUTIONS
WYOMING SECRETARY OF STATE
YORK COUNTY TREASURER

17. Litigation Counterparties

ANGELA MOORE
GOULSTON & STORRS
LAW FIRM OF RUSSEL R. JOHNSON III,
PLC
LIPKIN & APTER
MC SHANE P.C.

MILES & STOCKBRIDGE
SMARTSKY NETWORKS LLC
SUNPOWER CORPORATION
SUSSMAN & MOORE, LLP
TECHNICOLOR CREATIVE SERVICES USA
THE MILL GROUP, INC.

18. Utilities

ACCESS ONE, INC.
AIRWAVZ SOLUTIONS INC.
ALABAMA POWER
ALTA FIBER
ANNE ARUNDEL COUNTY WATER AND
WASTEWATER
AT&T
AT&T MOBILITY
ATMOS ENERGY
BALTIMORE GAS AND ELECTRIC
COMPANY
BLACK HILLS ENERGY
BOARD OF PUBLIC UTILITIES -
CHEYENNE, WY
BOISE CITY UTILITY BILLING
BOSTON GAS COMPANY

BOSTON WATER AND SEWER
COMMISSION
CALIFORNIA AMERICAN WATER
COMPANY
CALIFORNIA WATER SERVICE -
STOCKTON
CENTERPOINT ENERGY
CENTRACOM
CENTURYLINK
CHELMSFORD WATER DISTRICT
CHESTERFIELD COUNTY
CHORUS CALL
CITY OF ATLANTA, GA - DEPT OF
WATERSHED MANAGEMENT
CITY OF BALTIMORE
CITY OF CARLSBAD, CA
CITY OF CHARLOTTE, NC

CITY OF CHICAGO, IL- DEPT. OF WATER
 CITY OF LAKEWOOD, CO UTILITIES
 CITY OF PHOENIX, AZ
 CITY OF PLANTATION, FL
 CITY OF QUINCY, MA
 CITY OF RICHLAND, WA
 CITY OF RICHMOND, VA
 CITY OF ROCKVILLE, MD
 CITY OF SACRAMENTO, CA - DEPT OF UTILITIES
 CITY OF SAFFORD, AZ
 CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT
 CITY OF STOCKTON, CA
 CITY OF SUNNYVALE, CA
 CITY OF TAMPA UTILITIES
 CITY OF WACO WATER OFFICE
 CLAYTON COUNTY WATER AUTHORITY
 CLEAR WATER TECHNOLOGIES
 COGENT COMMUNICATIONS
 COMCAST BUSINESS
 COMMENCO INC.
 COMMONWEALTH EDISON COMPANY
 CONSERVICE LLC
 CONSOLIDATED COMMUNICATIONS
 CONSTELLATION NEWENERGY
 COUNTY OF HENRICO, VA
 COX BUSINESS
 CPS ENERGY
 CRUSADER WATER SYSTEMS OF UTAH
 DC WATER AND SEWER AUTHORITY
 DEKALB COUNTY
 DENVER WATER
 DIRECT ENERGY
 DIRECTV
 DOMINION VA/NC POWER
 DUKE ENERGY
 ENBRIDGE GAS
 ENGIE NORTH AMERICA
 ENTERGY MISSISSIPPI, INC.
 EVERGY
 EVERSOURCE ENERGY
 EVOQUA WATER TECHNOLOGIES
 FAIRFAX WATER - VA
 FPL - FLORIDA POWER & LIGHT COMPANY
 FRONTIER
 GAS SOUTH
 GEORGIA POWER
 GILA VALLEY IRRIGATION DISTRICT
 GLOBAL WATER TECHNOLOGY, INC.

GOLDEN STATE WATER CO.
 GRANITE TELECOMMUNICATIONS
 GREEN MOUNTAIN POWER
 GREEN MOUNTAIN WATER AND SANITATION DIST
 GRIFFIRTH ENERGY SERVICES INC.
 HAMPTON ROADS SANITATION DISTRICT
 HARRIS COUNTY MUD
 HELLO INC.
 HOWARD COUNTY
 IDAHO POWER
 INDEPENDENT RECYCLING SERVICES, INC.
 INTERMOUNTAIN GAS COMPANY
 JERSEY CENTRAL POWER & LIGHT
 JXN WATER
 KC WATER
 LATHAM WATER DISTRICT
 LOUDOUN WATER
 MASSACHUSETTS ELECTRIC COMPANY
 METTEL
 MIAMI-DADE WATER AND SEWER DEPT
 MILLER OIL CO
 MONROE COUNTY WATER AUTHORITY
 MONTGOMERY WATER WORKS
 NATIONAL GRID
 NATIONAL GRID - PITTSBURGH
 NEW JERSEY NATURAL GAS
 NICOR GAS
 NORTHERN VIRGINIA ELECTRIC COOPERATIVE
 NSTAR EAST ELECTRIC
 OMAHA PUBLIC POWER DISTRICT
 PACIFIC GAS & ELECTRIC
 PEOPLES GAS
 POTOMAC ELECTRIC POWER COMPANY
 PRINCE WILLIAM COUNTY SERVICES
 PROVO CITY UTILITIES
 RECYCLE TECHNOLOGIES
 REPUBLIC SERVICES
 ROCHESTER GAS & ELECTRIC
 SACRAMENTO COUNTY UTILITIES
 SACRAMENTO MUD
 SAN ANTONIO WATER SYSTEM
 SAN DIEGO GAS & ELECTRIC
 SAN JOSE WATER COMPANY
 SOUTH BURLINGTON WATER DEPARTMENT
 SPARKLIGHT BUSINESS
 SPECTROTEL

SPECTRUM BUSINESS
 SPIRE - CHARLOTTE
 TECO TAMPA ELECTRIC COMPANY
 TERRACYCLE REGULATED WASTE
 T-MOBILE
 TOWN OF ADDISON, TX
 TOWN OF CHELMSFORD, MA
 TOWNSHIP OF PARSIPPANY - TROY
 HILLS, NJ
 VEOLIA WATER IDAHO
 VERIZON WIRELESS
 VERMONT GAS SYSTEMS, INC.

VILLAGE OF ARLINGTON HEIGHTS, IL
 VIRGINIA NATURAL GAS
 WALTON EMC / WALTON GAS
 WASHINGTON GAS
 WASHINGTON SUBURBAN SANITARY
 COMMISSION
 WASTE MANAGEMENT
 WASTE PRO
 WESTFORD WATER DEPARTMENT
 XCEL ENERGY

19. Major Tenants⁴

ACUMEN, LLC
 ADP, LLC
 ARCHER AVIATION, INC.
 ARRIS TECHNOLOGY INC.
 AT&T SERVICES, INC.
 BAE SYSTEMS TECHNOLOGY
 SOLUTIONS & SERVICES INC.
 BANK OF AMERICA, NATIONAL
 ASSOCIATION
 BOEING AEROSPACE OPERATIONS, INC.
 AND THE BOEING COMPANY
 CISCO SYSTEMS, INC.
 COMPASS GROUP USA, INC.
 E. I. DUPONT DE NEMOURS AND
 COMPANY
 ELIZABETH ARDEN, INC.
 GENERAL SERVICES ADMINISTRATION
 GENESYS CLOUD SERVICES, INC.
 GOOGLE LLC
 GROUP HOSPITALIZATION AND
 MEDICAL SERVICES, INC.
 GSA - BUREAU OF SAFETY &
 ENVIRONMENTAL ENFORCEMENT
 GSA - DEFENSE NUCLEAR FACILITIES
 GSA - DEPARTMENT OF ENERGY
 GSA - DEPARTMENT OF HOMELAND
 SECURITY
 GSA - DRUG ENFORCEMENT AGENCY
 GSA - NATIONAL ARCHIVES AND
 RECORD ADMINISTRATION
 GSA - NATURAL RESOURCE CENTER
 GSA - UNITED STATES SECRET SERVICE
 GSA - VT COURT OF APPEALS

HARTFORD FIRE INSURANCE COMPANY
 ICF CONSULTING GROUP, INC.
 INFINERA OPTICAL HOLDING, INC.
 INSIGHT GLOBAL, LLC
 JAZWARES, LLC
 LATTICE SEMICONDUCTOR
 CORPORATION
 LEIDOS, INC.
 LIVERAMP, INC.
 MASSACHUSETTS DEPARTMENT OF
 TRANSPORTATION, MOTOR VEHICLE
 DIVISION
 MATTSON TECHNOLOGY, INC.
 MAXEON AMERICAS, INC.
 MICRO FOCUS SOFTWARE INC.
 MICRON TECHNOLOGY, INC.
 NORTHROP GRUMMAN SYSTEMS
 CORPORATION
 ODIN, FELDMAN & PITTLEMAN, P.C.
 PRIME TIME HEALTHCARE LLC
 ROCKY MOUNTAIN UNIVERSITY OF
 HEALTH PROFESSIONS, INC.
 ROUNDPOINT MORTGAGE SERVICING
 CORPORATION
 RUCKUS WIRELESS LLC
 SCIENCE APPLICATIONS
 INTERNATIONAL CORPORATION
 SONOMA BIOTHERAPEUTICS, INC.
 STATE OF CALIFORNIA - DEPT OF
 CONSUMER AFFAIRS BUREAU OF
 AUTOMOTIVE REPAIRS
 STATE OF CALIFORNIA - DOF

⁴ For purposes of this section, the top fifty (50) tenants by tenant revenue are included, which accounts for approximately 65% of total tenant revenue.

STATE OF CALIFORNIA - EMPLOYMENT
DEVELOPMENT DEPARTMENT
TGS-NOPEC GEOPHYSICAL COMPANY

20. Other Significant Parties

COAKLEY PROSPERITY OF VIRGINIA,
LLC
CPT 1750 INVESTORS, LLC
DIAMOND FAMILY INVESTMENTS, LLC
DIVERSIFIED HEALTHCARE TRUST
INDUSTRIAL LOGISTICS PROPERTIES
TRUST

SERVICE PROPERTIES TRUST
SONESTA INTERNATIONAL HOTELS
CORPORATION
THE RMR GROUP INC.
THE RMR GROUP LLC

21. United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)

CASTRO, ANA
CHAVEZ, JEANNIE
CONRAD, TRACEY
HOLDEN, SHANNON
HOUSE, AKEITA
ISGUR, MARVIN
JACKSON, AARON
LAWS, TYLER

LILA, YESENIA
LOPEZ, CHRISTOPHER M.
NORMAN, JEFFREY P.
PEREZ, ALFREDO R.
RODRIGUEZ, EDUARDO V.
SALDANA, ROSARIO
THOMAS-ANDERSON, SIERRA

22. United States Trustee for the Southern District of Texas (and Key Staff Members)

ALETHEA CALUZA
ALICIA BARCOMB
ALINA SAMKO-YU
ANDREW JIMENEZ
CHRISTOPHER R. TRAVIS
CHRISTY SIMMONS
GLENN OTTO
GWEN SMITH
HA NGUYEN
HECTOR DURAN
IVETTE GERHARD

JANA WHITWORTH
JAYSON B. RUFF
KEVIN M. EPSTEIN
LINDA MOTTON
LUCI JOHNSON-DAVIS
MILLIE APONTE SALL
RAJALAKSHMI KRISHNAN
SAMANTHA CHILTON
SUSAN B. HERSH
VIANEY GARZA
YASMINE RIVERA

SCHEDULE 2

COMPANY	RELATIONSHIP
40 First Street LLC	First Street, LLC (if related) is a former client
440 First Street LLC	First Street, LLC (if related) is a former client
Ace American Insurance Company	Former client
ACP East LLC	ACP entities (if related) are current clients
Acquiom Agency Services LLC	SRS Acquiom (if related) is a current client
Aegon USA Investment Manager, LLC	Former client; AEGON Levensverzekering N.V. (if related) is a current client
AIG Specialty Insurance Company	Current client
Alameda County	No direct hits; Waste Management of Alameda County (if related) is a former client
Alcor Underwriting Bermuda Limited	No direct hits; Alcor Life Extension Foundation (if related) is a former client
Alix Partners	Current client
Allianz Global Corporate & Specialty	Current client
Allianz Global Risks US Insurance Company	Current client
Allied Universal	Former client
Allied World Assurance Company (U.S.), Inc.	Former client
American Guarantee and Liability Insurance Company	Former client
Apollo Capital Management GP, LLC	Current client
Apollo Capital Management L.P.	Current client
AT&T	Current client
AT&T Mobility	Current client
AT&T Services, Inc.	Current client
Aviva Insurance Limited	Aviva entities are current clients
Axis Surplus Insurance Company	Former client
B. Riley Securities, Inc.	Current client
Bae Systems Technology Solutions & Services Inc.	Former client
Baltimore Gas and Electric	Current client
Baltimore Gas and Electric Company	Current client
Bank of America, N.A.	Former client
Bank of America, National Association	Former client
Bofa Securities, Inc.	Former client
Barclays Bank PLC	Former client
Barclays Capital Inc.	Former client
Berkshire Bank	No direct hits; Berkshire Partners and other Berkshire entities are former clients
Boeing Aerospace Operations, Inc. and the Boeing Company	Current client
Bracebridge Capital, LLC	Former client
Brevan Howard	Current client

COMPANY	RELATIONSHIP
CBRE	Former client
Cetus Capital Vi, LP	Former client
Chubb Bermuda Insurance Ltd.	Chubb Limited fka ACE aka American Casualty Excess (if related) is a former client
Cisco Systems, Inc.	Current client
Citadel LLC	Current client
Citadel Multi-Asset Master Fund Ltd.	Current client
City of Baltimore	Former client
City of Charlotte	City of Charlotte, North Carolina is a former client
City of Charlotte, NC	City of Charlotte, North Carolina is a former client
City of Philadelphia	Current client
City of Sacramento	Former client
City of Sacramento, CA – Dept of Utilities	Former client
City of San Diego Public Utilities Department	City of San Diego is a former client
City of Stockton	Former client
City of Stockton, CA	Former client
CNA Financial Corporation	Former client
Comcast Corp.	Former client
Comcast Business	Former client
Commonwealth Edison Company aka ComEd	Current client
Commonwealth Land Title Company	Current client
Computershare Trust Company, National Association	Current client
Computershare Trust Company, National Association, as Trustee	Current client
County of Sacramento	The City of Sacramento is a former client
County of San Diego	The City of San Diego is a former client
Cushman & Wakefield	Former client
Deloitte & Touche LLP	Former client
Deloitte Tax LLP	Former client
Denver Water	City and County of Denver, Colorado, acting by and through its Board of Water Commissioners, is a former client
Diamond Family Investments, LLC	Diamond Family Trust (if related) is a current client
Direct Energy	Direct Energy Business Marketing LLC is a former client
Directv Inc.	Former client
Dominion Energy Virginia	Dominion Energy entities are current clients
Dominion VA/NC Power	Dominion Energy entities are current clients
Ducera Partners	Current client
Duke Energy	Duke Energy entities are current clients

COMPANY	RELATIONSHIP
Enbridge Gas	Enbridge Energy (if related) is a former client
Engie North America	Engie is a former client
Entergy Mississippi, Inc.	Current client
Evercore, Inc.	Current client
Eversource Energy	Current client
FFI Fund, Ltd.	Current client
Fidelis Insurance Bermuda Limited	Current client
Fireman’s Fund Insurance Company	Former client
First American Title Insurance Company	Former client
Florida Power & Light	Former client
Foursixthree Capital LP	Current client
FYI Ltd.	Former client
Genesys Cloud Services, Inc.	“Genesys” is a former client
Google LLC	Current client
Great American Security Insurance Company	B. Riley Financial, Inc., fka Great American Group, Inc. (if related) is a current client; Great American Insurance Co. (if related) is a former client; Great American Advisory and Valuation Services (if related) is a former client
Hartford Fire Insurance Company	Hartford Insurance is a former client; Hartford HealthCare (if related) is a current client
Hartford Life Insurance Company	Hartford Insurance is a former client; Hartford HealthCare (if related) is a current client
HDI Global Insurance Company	Former client
HDI Global Specialty SE	Former client
Helix Partners Management LP	No direct hits; Helix Medical LLC (if related) is a former client
Hello Inc.	No direct hits; Helloworld, Inc. (if related) is a former client
Houlihan Lokey, Inc.	Current client
Houston Casualty Company	Former client
ICF Consulting Group, Inc.	ICF, S.P.A. (if related) is a former client
Icon General Contractors, Inc.	No direct hits; several “Icon” entities are current/former clients
Infinera Optical Holdings, Inc.	Former client
Integrity Facility Solutions Inc.	No direct hits; Integrity Life Insurance (if related) is a former client
Interactive Touchscreen Solutions, Inc.	No direct hits; Interactive Communications Int’l (if related) is a current client
Internal Revenue Service (IRS)	Former client
Ironshore Specialty Insurance Company	Former client

COMPANY	RELATIONSHIP
Jersey Central Power & Light	Current client
Jill Frizzley	Former client
Johnson Controls	Former client
JP Morgan Chase Bank, N.A.	JP Morgan entities are current clients
JP Morgan Chase Bank, National Association	JP Morgan entities are current clients
Keybank National Association	Keybank is a former client
Kroll Inc.	Former client
Landmark American Insurance Company	Former client
Latham & Watkins	Former client
Liberty Mutual	Former client
Lincoln Property Company	Former client
Lloyds of London	Former client
Markel Bermuda Limited	No direct hits; Markel Int'l Insurance (if related) is a former client
Markel Corporation	No direct hits; Markel Int'l Insurance (if related) is a former client
Maxeon Americas, Inc.	Maxeon Solar Technologies is a current client
Merkle Group, Inc.	Merkle Inc. (if related) is a former client
Micron Technology, Inc.	Former client
Milbank LLP	Current client
Miles & Stockbridge	Former client
Miles & Stockbridge PC	Former client
Moelis & Company LLC	Current client
Morgan Stanley & Co., LLC	Current client
Morgan Stanley Senior Funding, Inc.	Current client
MSD Partners, L.P.	Former client
National Grid	Former client
National Grid – Pittsburgh	Former client
Navigators Insurance Company	Former client
Nicor Gas	Former client
Nuveen Asset Management, LLC	Current client
Oak Hill Advisors, L.P.	Current client
Oak Hill Capital	Former client
Office Properties Income Trust	Current client
Pacific Gas & Electric	Former client
Paul Hastings LLP	Former client
Paul, Weiss, Rifkind, Wharton & Garrison LLP	Current client
Peoples Gas	People's Hope Gas Companies (if related) is a former client
Pioneer LLC	Pioneer Holdings Corp (if related) is a current client
PWC US Consulting	Former client
RBC Capital Markets, LLC	Current client

COMPANY	RELATIONSHIP
Redwood Capital Management	Current client
Royal Bank of Canada	Former client
Ruckus Wireless LLC	Former client
San Diego Gas & Electric	Former client
Spectrum Business	Current client
State Farm Life Insurance Company	Former client
Taconic Capital Advisors L.P.	Current client
Tim Pohl	Current client
The Home Depot Pro	Current client
Technicolor Creative Services USA	Former client
TFG Asset Management UK LLP	Former client
T-Mobile	Former client
Trane U.S. Inc.	No direct hits; if related, Trane Pension Plan Master Trust is a former client
Thyssenkrupp North America Inc.	Former client
Toshiba Business Solutions (USA), Inc.	Current client
Tokio Marine America Insurance Company	Former client
UBS AG	Former client
UBS Securities LLC	Former client
UMB Bank, National Association	Current client
Waste Management, Inc.	Former client
U.S. Bancorp Investments, Inc.	Former client
U.S. Bank National Association	Former client
U.S. Bank Trust Company	Former client
U.S. Bank Trust Company, National Association	Former client
Veolia Water Idaho	Former client
Verizon	Current client
Wilmington Trust, N.A.	Former client
Wells Fargo Bank, National Association	Current client
Wells Fargo Securities, LLC	Current client
Whitebox Advisors LLC	Current client
White & Case LLP	Former client
XL Insurance America Inc.	Former client
XL Insurance Company	Former client
Zurich American Insurance Company	Former client

quinn emanuel trial lawyers | new york

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WRITER'S DIRECT DIAL NO.
(212) 849-7200

WRITER'S EMAIL ADDRESS
susheelkirpalani@quinnemanuel.com

August 27, 2025

STRICTLY CONFIDENTIAL -- ATTORNEY-CLIENT
Privileged Material

Special Committee of the Board of
Office Properties Income Trust
Attn: Timothy R. Pohl, Independent Director
Two Newton Place
255 Washington Street
Newton, MA 02458-1634
trpadvisors2020@gmail.com

Re: **Limited Engagement of Independent Counsel**

Dear Mr. Pohl:

We are pleased to confirm the engagement of Quinn Emanuel Urquhart & Sullivan, LLP (“we” “**QEU&S**”) to act as special counsel to Office Properties Income Trust (“**OPI**” or “**you**” or “**Client**”) to render independent services at the sole direction of the special committee of OPI (the “**Special Committee**”), comprising Mr. Timothy R. Pohl (the “**Independent Director**”), in connection with the Special Committee’s investigation or review of any potential claims or causes of action or historical transactions entered into by OPI or its subsidiaries that may be addressed, released or implicated in a potential restructuring and/or recapitalization transaction and any related services as determined by the Client after consultation with OPI (the “**Engagement**”). The purpose of this letter is to confirm the terms and conditions upon which QEU&S will provide legal services to Client in connection with the Engagement. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship. By countersignature to this letter, Office Properties Income Trust is agreeing to be responsible for all payment obligations hereunder, and the member(s) of the Special Committee shall not be responsible for any such obligations.

quinn emanuel urquhart & sullivan, llp

LOS ANGELES | NEW YORK | SAN FRANCISCO | SILICON VALLEY | CHICAGO | WASHINGTON, DC | HOUSTON | SEATTLE | BOSTON | SALT LAKE CITY
LONDON | TOKYO | MANNHEIM | HAMBURG | PARIS | AUSTRALIA | SYDNEY | HONG KONG | BRUSSELS | ZURICH | SHANGHAI | PERTH | STUTTGART



Client

We have only been engaged for a specified purpose to provide advice to, and to act on behalf of OPI, acting through the Special Committee. We do not represent and will not be deemed to have been retained by any of OPI's direct or indirect shareholders and affiliates, including affiliates of OPI, or by any of their other respective directors, employees, owners, founders, members, shareholders, subsidiaries or partners, or any other person or entity affiliated with the Client by virtue of the Engagement (hereinafter, the "Affiliates," with OPI, the "Company"). The Independent Director shall direct our work in this matter on behalf of the Client and shall control any attorney-client, work product or other privilege or protection from disclosure in connection with our representation. The directors or managers of the Affiliates shall not access the work or privileged material of QEU&S, except as permitted by the Independent Director.

We understand you have engaged Latham & Watkins LLP ("L&W") as general bankruptcy counsel to the Company. Given the scope of the Engagement, the services rendered, and functions performed by QEU&S will not be duplicative of work performed by LW or any other professionals retained by the Company.

Scope of Engagement

You have engaged QEU&S to represent you in connection with the Engagement. QEU&S's services will be limited to the representation of Client in the Engagement. Our services will not extend to other business, personal or legal affairs of Client, or to any other aspect of Client's activities. Our representation will conclude with the restructuring or reorganization of the Company's assets and liabilities including any potential claims that the Company may possess against any of its insiders, including claims that could be prosecuted, settled, or released under title 11 of the United States Code, or for any of the reasons stated in the Date of Commencement and Termination of the Engagement section of this letter. QEU&S's receipt or use of confidential or other information from Client or others in the course of this representation does not mean that QEU&S will render any other advice or services either to Client or any other person or entity. Similarly, Client will not look to or rely upon QEU&S for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom Client may be dealing.

Insurance Coverage and Claims

You understand and agree that QEU&S is not being engaged to advise regarding the existence of any insurance coverage in connection with the circumstances of the Engagement or to advise or assist in the formulation or submission of any insurance claim in connection with the Engagement. If you have not done so already, you should consider tendering this matter to your insurer(s), in order to determine whether there is insurance coverage for any of the claims asserted. Subject to ascertaining whether there are any conflicts, we are happy to expand the Engagement to include such advice, if requested and agreed in writing.

Responsible Persons – Communications Between QEU&S and Client

We will report directly to the Independent Director and keep the Independent Director regularly and currently informed of the status of the Engagement and will consult with him whenever appropriate. Within QEU&S, I will be primarily responsible for the Engagement. My telephone number is (212) 849-7200 and e-mail address is susheelkirpalani@quinnemanuel.com. It is my policy that all calls will be returned promptly and, in any event, no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. In the event of an emergency, please call my assistant, Nafeeza Subhan, at (212) 849-7158 and my assistant will endeavor to reach me as soon as practicable thereafter.

Protection of Client Confidences – High Tech Communication Devices

We are always mindful of our central obligation to preserve the precious trust which our clients repose in us--their secrets and confidences. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of yours to any other client or person. Similarly, we cannot disclose to you the confidences of any other client, even when such information relates to matters that might affect you.

In order to meet our obligation to preserve your confidences, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. Please notify me if you have any other requests or requirements in connection with the methods of telecommunication relating to the Engagement.

Self-Representation

QEU&S has designated one of the firm's partners to act as the firm's General Counsel (the "**General Counsel**"). The General Counsel acts as a lawyer to the firm, representing QEU&S in a variety of professional and legal matters and helping attorneys at the firm to comply with their professional and ethical responsibilities to clients. Among other things, the General Counsel provides QEU&S and its attorneys with legal advice concerning professional responsibilities, potential or actual professional liabilities, and other matters. QEU&S also retains outside counsel from time to time to provide similar legal advice to the firm. It is possible that attorneys or staff working on matters for Client may, from time to time, consult with the General Counsel or QEU&S's outside counsel on matters related to our representation of Client. In the course of such consultation, QEU&S's attorneys and/or staff may disclose to the General Counsel or QEU&S's outside counsel privileged information concerning Client's representation, and may receive legal advice related to QEU&S's work on Client's matter, which legal advice QEU&S may or may not disclose to you. QEU&S views such consultations as privileged and not discoverable by anyone, not even the clients about whom such a consultation may take place. By retaining QEU&S, Client acknowledges and consents to QEU&S's attorneys and staff consulting with the General Counsel or QEU&S's outside counsel as they deem necessary, both during QEU&S's representation of

Client and after such representation ends, and Client confirms that such communications are privileged and protected against disclosure to you.

Responsibilities of Client

In order to represent you effectively, it is important that you provide us with complete and accurate information regarding the subject matter of the Engagement, and that you keep us informed on a timely basis of all relevant developments. In addition, it is important that Client and its officers and employees provide us with timely assistance and cooperation in connection with the Engagement.

Preservation of Electronically Stored Information (“ESI”)

Recent changes in the Federal Rules of Civil Procedure, Federal Rules of Evidence, and case law addressing electronic discovery have profoundly altered the obligations of the parties involved in litigation and their counsel. An understanding of these changes, which relate to the duties of preservation and discovery of electronically stored information (“**ESI**”), is an essential prerequisite to the development of a successful litigation strategy for every client. The duty to preserve potentially relevant information is triggered when litigation is reasonably anticipated or commenced, and the failure to comply with these rules can have dire consequences (including sanctions ranging from monetary penalties, to entry of a default against you/your action being dismissed. In the event Client has not already issued a litigation hold in this matter, we request that you immediately do so. We would be pleased to assist you with preparing the litigation hold and otherwise providing guidance on the duties related to preservation of ESI.

No Guarantee of Result

In providing legal advice to you, I or others at QEU&S may from time to time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are opinions and beliefs only and are not promises or guaranties. We cannot and do not guarantee any particular course or outcome of the Engagement.

Conflicts Issues

Our firm has many lawyers and several offices. We may currently or in the future represent one or more other clients in matters involving OPI, and we may represent parties that are adverse to OPI in matters unrelated to the Engagement. We are undertaking this Engagement on condition that we may represent other clients in matters in which we do not represent OPI even if the interests of the other clients are adverse to the Client’s (including the appearance on behalf of another client adverse to the Client in litigation or arbitration), provided that the other matter is not substantially related to our representation of the Client in connection with the Engagement and that in the course of representing the Client we do not obtain confidential information from the Client material to the representation of the other client. The Client’s express consent to this arrangement is required because of its possible adverse effects on the performance of our duties as attorneys to remain loyal to each client, to maintain client confidences, and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or is required to withdraw from

a matter, the client may incur delay, prejudice or additional cost associated with acquainting new counsel with the matter.

Billings

Our fees are based on the amount of time we spend on this Engagement. Each QEU&S attorney, legal assistant and other timekeeper assigned to this Engagement will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually and we will notify you of these changes thirty days in advance of their going into effect. In addition, our associate rates are based on years out of law school, so annually on September 1, each associate’s rate moves up to the next higher class rate on our rate schedule; for example, on September 1, 2025, a class of 2024 graduate’s rate will move up from a first-year associate rate to a second-year associate rate, and so on. These “class graduation” adjustments are not rate increases, and Client acknowledges and agrees to these associate class adjustments by signing this letter. The standard billing rates of the attorneys whom we anticipate assigning to this Engagement currently range from \$2,700 (Susheel Kirpalani) to \$1,035 (first-year associate). If one of our professionals performs multiple tasks for you during the course of a day, our statement will describe those tasks in a continuous narrative form accompanied by a single time entry for all tasks, a practice known as “block billing.” You agree that we may provide our invoices in this manner.

Estimates

Client understands that it is impossible to determine in advance the amount of fees and costs needed to complete any given matter. From time to time during the course of our Engagement we may provide Client with estimates of costs and fees or projected budgets for our work going forward. Ordinarily, we do not provide these projections unless Client specifically requests us to do so. When we do provide them, we will make a good faith effort to estimate what the future cost will be. However, in no case can such projections be guarantees regarding what the actual cost will be. The cost of litigation may change dramatically based on factors we do not control, including actions taken by our adversary, rulings by the court, or other developments in the litigation. In all instances when we provide such projections, they should be viewed as guidance only. The fees and costs which Client will be liable for will be based on our time charges as set forth in this agreement, and not on any such projections.

Ancillary Costs

We will charge separately for certain ancillary services we provide, such as facsimile charges, secretarial and paralegal overtime and word processing. We pass along out-of-pocket costs and charges that we incur on our clients’ behalf. These typically include messenger charges, deposition videography and transcript charges and administrative charges. Other charges are based on market, not cost, including service of process, document reproduction (\$0.24/page), color document reproduction (\$1.00/page), binders, tabs, tab creation, manila folders, redwelds, binding, punching, black and white scanning (\$0.18/page), color scanning (\$1.50/page), black and white oversized scanning (\$0.40-\$1.50/page), color oversized scanning (\$2.25-\$12.50/page), black and white blowbacks (\$0.15/page), color blowbacks (\$1.00/page),

slipsheets (\$0.03/page), native file printing (\$0.18/page), TIFF generation (\$0.02/page), OCR (\$0.02-\$0.03/page), ECA filtering \$15-\$75/GB), data processing (\$50-\$150), image endorsement (\$0.02/page), media creation and duplication (\$15-\$400), document coding (\$0.88-\$1.50/document), generative AI analysis (\$0.04/document/month), generative AI document review (\$0.30 per document), hosting (\$3-\$12/GB) and litigation support consulting at hourly rates of \$210 to \$435 per hour, depending on the work performed. Additionally, we charge for computerized legal research (Westlaw or Lexis fees, without any applicable discount), travel costs (including business class travel for flights over 3 hours), meal charges and parking charges (when we are working exclusively on your matter), filing fees, telephone toll charges, fees for experts and other consultants retained on Client’s behalf, and similar charges. Our charges may also include cellular or air telephone charges that are not related to the representation, but are necessarily incurred while we are traveling on a client’s case. These charges will be at cost. The costs listed are the current rates but may be subject to future adjustment. Client agrees that the ancillary costs described in this paragraph are costs to be paid in addition to our hourly billings, are not “overhead,” and are payable separate and apart from our hourly billings in the event of any dispute.

In some cases, particularly if the amount is large, we may forward an invoice from an outside vendor or service directly to Client for payment, which will also be due and payable upon receipt. Failure to pay such invoice upon request will be grounds for us to withdraw from our representation.

In the event Client has supplied us with billing guidelines that are inconsistent with the terms of this Engagement Letter, Client agrees that the terms of this Engagement Letter shall apply unless a copy of Client’s billing guidelines are attached to this Engagement Letter countersigned on behalf of QEU&S, in which event Client’s billing guidelines shall control.

We will submit bills on a monthly basis. All bills shall be paid within thirty days of receipt by you. The obligation to pay our bills is solely yours and is not contingent upon any judgment or settlement; any right you may have for reimbursement, indemnification, insurance or the like; or your receipt of any other form of payment you may expect to receive from some other party. We reserve the right at our sole discretion to charge interest of 8% per annum on invoices that are 90 days or more past due. If Client has any question regarding, or wish to challenge any bill, Client shall notify us promptly of any such question or challenge, and shall in any event pay any portion of such bill that is not subject to question or challenge.

Award of Costs and Fees

A court may sometimes order a payment of costs or attorneys’ fees by one party to the other. If any fees or costs are paid to us, they will be credited against any amounts Client owes us, but Client will be obligated for any unpaid portion of our statements as they become due. Payment of our statements may not be deferred pending a ruling on an application for attorneys’ fees, costs or sanctions or pending the receipt of such an award. Any fee or cost award received from another party will be credited to Client’s account, unless it results in a credit balance. If it does, we will refund the balance to Client. If a court awards fees or costs against Client and in favor of an

opposing party, Client will be responsible for payment of that amount separately from any amounts due to us.

Retainer

Our policy for matters such as this is to have a minimum of \$400,000 as a retainer toward our future statements. This sum will be used to pay our fees, costs and other expenses incurred on Client's behalf. Each month when the retainer balance is drawn down to pay our monthly statements, we will expect our fees to be paid and the retainer replenished to its full amount of \$400,000 within thirty (30) days of your receipt of our statement, so that the retainer balance is always at least \$400,000. Any funds paid to us for our past or future fees and charges shall be treated as "retainer" funds until such time as they are applied to our outstanding invoices or returned to Client.

Our wire instructions for sending retainer funds for U.S. matters are below:

BANK:	City National Bank
ADDRESS:	555 South Flower Street, 18th Floor Los Angeles, CA 90071 (213) 673-8763
REFERENCE:	Quinn Emanuel Urquhart & Sullivan, LLP
ROUTING NUMBER:	1220-16066
ACCOUNT:	Client Trust Account #210032339

All retainer funds will be deposited and maintained in the firm's client trust account. The retainer funds will be treated as an advance against our fees and charges, and such funds shall be subject to a lien in favor of QEU&S. Upon delivery of bills in accordance with the terms of this Engagement Letter, the retainer funds held up to the amount of such bills will be treated as property of QEU&S and may be withdrawn from our retainer account. Any balance of the retainer then remaining will be credited toward the amount of our final bill on completion of our representation, and if the amount of the retainer exceeds the total charge for our final bill, we will refund any excess to Client, within sixty (60) days from the date of our final bill. Any excess funds will be paid only to the party who paid the initial retainer.

Please let us know promptly if you have any questions or concerns about the services provided by anyone at QEU&S or about any billing statement so that we can act appropriately.

Termination

Above all, our relationship with you must be based on trust, confidence and clear understanding. If you have any questions at any time about this letter or the work that the firm, or any attorney, is performing, please call me or, if you prefer, John Quinn in our Los Angeles office at (213) 443-3000, to discuss it. You may terminate this representation at any time, with or without cause. Subject to the application of the applicable rules of professional responsibility, we also reserve the right to withdraw if, among other things, you fail to make timely payment of any invoice, you fail to cooperate or follow QEU&S's advice on a material matter, or any fact or circumstance arises that, in QEU&S's view, renders our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may

be required from any court(s) in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

Date of Commencement and Termination of the Engagement

The effective date of our agreement to provide services is the date on which we first performed services, which was August 15, 2025. The date at the beginning of this letter is for reference only. If this letter is not signed and returned for any reason, Client will be obligated to pay us the reasonable value of any services we have performed as well as the costs we have incurred on Client's behalf.

QEU&S's representation of Client will be considered terminated at the earliest of (i) Client's termination of the representation, (ii) QEU&S's withdrawal from the representation, (iii) the completion of QEU&S's substantive work for the Client, or (iv) following 60 days of inactivity by QEU&S on the matter.

File Retention and Disposition

After the Engagement has concluded, and subject to payment of all outstanding fees and disbursements, you may request the return of files pertaining to the Engagement. Client's files will be released only following delivery to QEU&S of a signed release letter containing appropriate directions and acknowledgment of the obligation to pay outstanding fees. QEU&S may charge you for the reasonable costs of retrieval, assembly, copying and transfer of all files or materials in any format. It is our practice to retain the permanent records of the matter, in accordance with our records retention policy, for a period of not less than 7 years after the Engagement has ended. If you do not request the files in writing before the end of our retention period, upon the expiration of that period we will have no further obligation to retain the files and may, at our discretion, destroy the files without further notice to you.

Other Litigation or Proceedings

If, as a result of this Engagement, and even if the Engagement has ended, we are required to produce documents or appear as witnesses in any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving Client or related persons or entities, Client shall be responsible for the costs and expenses we reasonably incur (including professional and staff time at our then-standard hourly rates). Similarly, if we are sued or subjected to legal or administrative proceedings as a result of our representation of Client in this matter (including unmeritorious disqualification proceedings), Client agrees to indemnify us for any attorney's fees and expenses (including our own professional and staff time at our then-standard hourly rates) we incur as a result. This paragraph is not intended to apply to any claim brought by or on behalf of Client alleging wrongdoing by QEU&S.

Disputes

Although we think it is unlikely, it is possible that a dispute may arise between us regarding some aspect of the Engagement and our representation of you. If the dispute cannot be resolved amicably through informal discussions, the parties hereto irrevocably submit to the exclusive jurisdiction of any federal or state court located within New York, New York and any appellate court thereof over any dispute arising out of or relating to the Engagement and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING REGARDING THIS AGREEMENT OR ANY PROVISION HEREOF.

The Engagement shall be governed by the laws of the State of New York, without regard to the conflict of law provisions thereof that would result in the application of the law of another jurisdiction.

Binding Agreement

By signing below, Client agrees that Client has had enough time to review this letter, that we have advised you that Client has the right to consult another, independent lawyer about the provisions relating to the waiver of conflicts of interest and any other aspect of this letter as to which Client may wish to avail itself of such advice, and that Client is satisfied that it understands this letter. Client also agrees that Client has the freedom to select and engage the counsel of its own choice and accordingly that this is an arm's length agreement between parties of equal bargaining strength and that Client has freely determined, without any duress, to sign and agree to these terms.

Severability

Should any part of this Agreement, or language within any provision of this Agreement, be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, or any language within a provision of this Agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Amendments and Additional Engagements

The provisions of this letter may only be amended in writing, signed by both parties.

If Client later asks us to take on additional assignments, we will send you a supplementary engagement letter reflecting each additional assignment.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning this engagement letter to me with the initial retainer amount.

Thank you again for this opportunity to be of service. We look forward to working with you on this Engagement.

Sincerely,

QUINN EMANUEL URQUHART & SULLIVAN, LLP



Susheel Kirpalani

Encl.

[STATEMENT TO BE SIGNED BY CLIENT:]

I have read the above Engagement Letter and understand and agree to its contents. The parties to this Engagement hereby agree that a faxed, PDF or electronic signature shall count as the original.

Timothy R. Pohl, Independent Director of Office Properties Income Trust

Tim Pohl

By: Tim Pohl (Aug 28, 2025 13:42:10 EDT)

Name: Tim Pohl

Title: Independent Trustee

Date: _____

Confirming Responsibility for Payment

OFFICE PROPERTIES INCOME TRUST

By: *Jennifer B. Clark*

Name: Jennifer B. Clark

Title: Secretary

Date: 8.28.25

PRIVILEGED & CONFIDENTIAL, ATTORNEY-CLIENT COMMUNICATION

GUIDELINES ON PRESERVATION AND PRODUCTION OF ELECTRONICALLY STORED INFORMATION

INTRODUCTION

Some preliminary background information may assist you in understanding the legal duties now applicable to the preservation and production of electronically stored information. Advancements in information technology have fundamentally changed how we communicate with one another and how companies do business. These changes have resulted in the development of new rules governing discovery in litigation. These new rules are an attempt by our courts to adapt to the changes in today's business world and society which these technological innovations have produced.

These new rules relate to "electronic discovery" and are referred to as "e-discovery rules." Because electronically stored information ("ESI") is particularly vulnerable to accidental deletion, modification or corruption, courts have imposed new duties on both parties and their attorneys to preserve ESI. The new e-discovery rules were enacted to address problems unique to electronic discovery. As used in these guidelines, ESI refers to any type of electronic data or information in any type of format. So long as electronic data is in a fixed tangible form and is capable of being electronically stored, even temporarily, the e-discovery rules apply.

All parties are required to follow these e-discovery rules regardless of how simple or sophisticated their computer system. In other words, it does not matter whether a party is an individual, partnership, joint venture, sole proprietorship or mega-corporation. Nor does it matter whether a party has a single laptop computer or a massive computer network. If a party has any device that generates or stores ESI, whether it be a bank of servers or a single "thumb" drive, a Blackberry, cell phone or any other type of electronic storage device, the e-discovery rules apply.

The duty to preserve potentially relevant ESI is triggered whenever litigation is "reasonably anticipated." The process by which a party identifies and preserves potentially relevant information or evidence including ESI is generally referred to as a "**litigation hold**," and that is how we will refer to the process in these guidelines. The imposition of a litigation hold, among other things, requires the suspension of any document retention/destruction policies or any automated features of a party's computer or email systems that could result in the loss, destruction or deletion of ESI or paper records. For example, if a party recycles its back-up tapes or if its email system automatically deletes emails after a specified time frame, those processes have to be stopped, at least until the party can develop an appropriate strategy for preserving potentially responsive ESI. Otherwise sanctions can be imposed if relevant ESI is lost or destroyed.

The new e-discovery rules mandate a heightened level of cooperation between clients and their counsel in locating and preserving potentially relevant ESI. The new duties which these rules impose on both clients and their counsel profoundly affect the relationship between them. Additionally, the e-discovery rules can dramatically increase the cost of discovery and materially affect how litigation is conducted. Before explaining how electronic discovery works under these rules, it is important to understand how the responsibility for e-discovery compliance has been allocated between clients and their counsel.

RESPECTIVE DUTIES OF CLIENTS AND THEIR COUNSEL RELATIVE TO E-DISCOVERY

In *Zubulake v Warburg LLC*, 229 F.R.D. 422, 431 (S.D.N.Y. 2004) (*Zubulake V*), a case generally followed throughout the country, the court held that in order to avoid the imposition of discovery sanctions, a party “must suspend its routine document retention/destruction policy and put in place a ‘litigation hold’ to ensure the preservation of relevant documents.” The court explained that “a party and its counsel must make certain that all sources of potentially relevant information are identified and placed ‘on hold.’” 229 F.R.D. at 432. To accomplish this the court explained counsel should:

- Become fully familiar with the client’s document retention policies, and data-retention architecture including system-wide backup procedures, recognizing that this will invariably involve speaking with the client’s IT personnel; and
- Communicate with “key players” in the litigation to understand how they store information.

The court in *Zubulake* observed that a party’s e-discovery obligations do not end with the implementation of a litigation hold. It noted that a party has an ongoing duty to preserve relevant information while the lawsuit remains pending. The court explained that it was not sufficient for counsel to simply notify the client about the need to impose a litigation hold and assume the client will preserve and produce relevant information. Rather, the court concluded that counsel should oversee compliance with the litigation hold and outlined three steps that counsel should take to confirm that the client is complying with its preservation obligation:

First, counsel must issue a litigation hold at the outset of litigation or whenever litigation is reasonably anticipated. The litigation hold should be periodically re-issued so that new employees are aware of it, and so it is fresh in the minds of all employees.

Second, counsel should communicate directly with the ‘key players’ in the litigation so that the preservation duty is clearly communicated to them. As with the

litigation hold, the key players should be periodically reminded that the preservation duty is still in place.

Finally, counsel should instruct all employees to produce electronic copies of their relevant active files, and make sure that all backup media which the party is required to retain has been identified and properly preserved.

Zubulake V, 229 F.R.D. at 433-34.

These action steps must be taken at the outset of any lawsuit, and then periodically repeated throughout the litigation. Moreover, attorneys have a continuing obligation to monitor a client's efforts to preserve and produce ESI. It is essential that a client fully cooperate in the process, understanding that these obligations are imposed on all parties as a matter of law, and not by the whim of counsel. Sanctions for noncompliance with these e-discovery obligations can be imposed on both client and counsel alike. Should such a motion ever be filed, it could trigger a number of additional issues that we would need to discuss with you.

Please also be aware that in some cases, e-discovery may generate a significant increase in the cost of defending a lawsuit and in the diversion of personnel and resources needed to address a party's e-discovery obligations. The expense involved in locating, reviewing and producing ESI in some cases may be so significant as to warrant serious consideration of an early resolution of the claim. In other cases, e-discovery costs may have little or no impact on litigation or settlement strategies and merely represent expenses that are now incurred at the beginning of the case, rather than at a later point in time.

WRITTEN GUIDELINES FOR COMPLIANCE WITH THE RULES GOVERNING ESI

The written guidelines set out below are not intended to serve as a mechanical checklist applied in an identical manner in all cases. The process of identifying, preserving and producing ESI can be a highly complex undertaking. There is no "one size fits all" set of rules when it comes to e-discovery. Rather, the principles discussed below should guide you in implementing a process to preserve and produce ESI, tailored to the complexities of a given matter.

1. *When the Duty to Preserve Evidence is Triggered*

Various statutes and regulations require the preservation of specific types of information in a variety of contexts. However, in the absence of such a statute or regulation, for litigation purposes the duty to preserve is triggered at that point in time when litigation, a governmental investigation, or any adversarial proceeding or process is "reasonably anticipated." When litigation is "reasonably anticipated" requires a reasoned, good-faith analysis of all relevant facts and circumstances.

When a duty to preserve is triggered, the parties should immediately begin the process of attempting to locate and preserve any potentially relevant ESI, regardless of its source or location (*e.g.*, desktop or laptop computer, network server, thumb drive, backup tapes, digital audio recording, voice mail etc.). The duty to preserve continues through the pendency of the proceeding, and includes any relevant evidence that is created *during* the course of the proceedings.

If you have not already done so, please institute a “litigation hold” on any potentially relevant ESI or other information in accordance with these guidelines.

2. *Identify Key Personnel*

“Key Personnel” should be immediately identified for several reasons; first so that they can be notified in writing about their duty to preserve evidence, and second, so that any potentially relevant ESI in their possession, custody or control can be located and preserved. Key Personnel are those individuals who were involved in any aspect of the matter at hand, as well as those individuals who either have or claim to have some knowledge of the matter or any defenses that relate to it, or to the claimed injury or resulting damages, and/or who have in their possession or under their control ESI or any other form of potentially relevant evidence.

The effort to identify the Key Personnel and locate potentially relevant information in their possession should focus on the assertions made and any potential defenses to those assertions. It will also be helpful to identify any other employees or third parties with whom Key Personnel had contact involving the relevant issues so that emails, letters and other communications to and from those individuals or physical evidence in their possession, custody or control can be located and preserved.

Please prepare a list of all Key Personnel for when we meet in the near future. Please include the work or home addresses, email addresses and phone numbers (for those individuals no longer in your employ), so that we can follow up with them to verify that they have been notified about the need to preserve ESI, understand the ramifications if they fail to do so and to learn how they store information.

You should expect that at an early stage of this matter our opponent will request a deposition or ask to interview the person(s) most knowledgeable about your computer, email, and record keeping systems. Please identify who that person is or who those persons are, and provide their contact information at our initial meeting. We may ask that one of them attend our initial Rule 26 scheduling conference with opposing counsel if available. **Additionally, please designate someone who could serve as your e-discovery liaison or as our contact person should questions arise about your computer, email or record keeping systems.**

3. *Content and Scope of Litigation Hold Notice*

You should notify Key Personnel in writing about their duty to preserve any evidence, be it paper records or ESI, which is potentially relevant to this matter or any defenses that could be asserted. The written hold notice should broadly describe the nature of the claims being asserted and any defenses to the claims so that your Key Personnel do not inadvertently delete or destroy any potentially relevant ESI or paper records. Your written hold notice should also explain the potential types of ESI that should be preserved and where potential sources of that ESI may be found. We have included a list of possible sources in guideline 6 below. The written hold notice should also explain that sanctions could be imposed in this matter if they fail to preserve relevant information and that the sanctions could range anywhere from the imposition of a large fine to the entry of [a default judgment/the dismissal of the claim].

The written hold notice should be broadly disseminated. The notice should be sent to Key Personnel, to the IT, Information Management and/or Risk Management departments (where applicable), to the persons in charge of departments such as Human Resources, Product Development, Marketing, or any other department where potentially relevant ESI may be located, and to any department heads in which Key Personnel are employed. In addition to the litigation hold notice, those department heads should be provided a list of Key Personnel in their respective departments who you believe may be in possession of potentially relevant ESI. Department heads should be instructed that if they are aware of any other person who may have possession of potentially relevant ESI, they should immediately notify that employee of the litigation hold and also notify a designated member of your legal department who should promptly send a copy of the hold notice to that employee.

Consider designating a member of your legal department to answer any questions which anyone may have about the litigation hold process. You also should consider including a statement in the litigation hold notice explaining that should anyone have a question about the litigation hold process or the obligation to preserve ESI, that they should immediately contact the designated member of your legal department.

The litigation hold notice should periodically be resent to the original Key Personnel and any new employees who have access to potentially relevant ESI which is subject to your litigation hold so they do not inadvertently delete or destroy it. As a lawsuit matures, the litigation hold may need to be modified as issues are added or evolve. Additional employees may need to be notified about the hold when new claims or issues are added or when our opponent's liability theory changes. We will discuss these points with you at our initial meeting.

A party's litigation hold process has been held to be deficient when senior management was not involved in the process. Accordingly, we recommend that the

written hold notice be issued either by a member of senior management or by a senior member of your legal department.

Please notify all Key Personnel that we will be contacting them to discuss the topics noted above, and please alert the head of your IT department that we will need to speak with IT staff to learn about your email and information systems, data-retention architecture and document retention practices.

4. *The Duty to Preserve Includes ESI on Home or Personal Computers or PDAs*

Your written hold notice should advise Key Personnel and others who receive the notice that any potentially relevant ESI created or stored on home or personal computers, PDA's or at locations other than your office(s) or business (locations) must also be preserved, regardless of whether that ESI was transmitted to you, or is now in your possession or is available elsewhere. The existence of potentially relevant ESI on home or external computers or PDA's can raise sensitive privacy issues. The law nevertheless requires that relevant information on home computers or storage devices be preserved and treated in exactly the same way as the ESI located on your business systems.

5. *The Duty to Preserve Includes ESI in the Possession of Third Parties Under Your Control*

The obligation to preserve potentially relevant evidence extends beyond the ESI in your immediate possession. The duty to preserve potentially relevant ESI extends to any third party who is subject to your direction and under your control. For example, if you have outsourced any accounting, computer or business functions to a third-party vendor ("Application Service Provider"), or have transferred any archived data to a third-party storage facility, you must instruct that third party to preserve any potentially relevant ESI in its possession. Accordingly, you should immediately notify any such third party about the obligation to preserve any of your ESI in its possession. **Please provide us with the current contact information for any third parties who may be in possession of potentially relevant evidence**, including ESI, so that we may follow up and request that they take steps similar to those described in these guidelines.

6. *Potential Sources of ESI*

The following list is intended to provide examples of the types, sources and formats of ESI that should be located and preserved, where applicable, pursuant to the litigation hold issued in connection with this matter. Because we have not yet spoken with your IT department, we recognize the foregoing list could be over or under inclusive. Thus, you may want to consult with your IT department to tailor the information provided in this guideline. However, you should consider including the type of information outlined below in your written hold notice so that your Key Personnel and others who were sent that notice do not overlook a source or type of potentially relevant ESI:

Digital Communications (e.g., e-mail, voicemail, instant messaging (if logged));

- Electronic Mail Logging and Routing Data;**
- Word Processing Documents** (*e.g.*, Word or WordPerfect documents and drafts);
- Spreadsheets and Tables** (*e.g.*, Excel or Lotus 123 worksheets);
- Accounting Application Data** (*e.g.*, QuickBooks, Money, Peachtree data files);
- Image and Facsimile Files** (*e.g.*, PDF, TIFF, .JPG, GIF, DICOM images);
- Sound Recordings** (*e.g.*, .WAV and .MP3 files);
- Video and Animation** (*e.g.*, .AVI and .MOV files);
- Databases** (*e.g.*, Access, Oracle, SQL Server data, SAP);
- Personal Data Assistants (PDAs)** (*e.g.*, Blackberry, PalmPilot, HP Jornada);
- Contact and Relationship Management Data** (*e.g.*, Outlook, ACT);
- Calendar and Diary Application Data** (*e.g.*, Microsoft Outlook PST, Lotus Notes, third-party internet calendars through mail accounts - Yahoo and Hotmail);
- Online Access Data** (*e.g.*, Temporary Internet Cache Files);
- Presentations** (*e.g.*, PowerPoint, Corel Presentations);
- Network Access and Server Activity Logs;**
- Project Management Application Data** and related documents;
- Computer Aided Design/Drawing Files;** and,
- Backup and Archival Files** (*e.g.*, Zip, GHO).

In addition to preserving the electronic data or files themselves, as explained below you must also preserve all archived data or backup media which may contain potentially relevant ESI until otherwise directed by counsel. This includes magnetic and optical media, hard drives, floppy disks, backup tapes, Jaz cartridges, CD-ROMs and DVDs. Any software necessary to review the data contained on these media also must be preserved. If any backups are made in realtime via the web (*e.g.*, LineVault, e-Vault), they must be preserved and the third party handling this data must be contacted to assist in its retention.

In order to prevent data loss due to normal replacement of outdated computers, systems, hardware or software, you should also preserve all computers, hardware and software no longer in use that were used during the relevant timeframe until it has been

verified that no potentially relevant ESI is stored on those computers or systems. This includes any servers, desktops, laptops, hard drives, and all associated hardware and software applications.

Some systems have the capability to capture or log instant messages (IM), if that feature has been activated. Does your system have the capability to log IM and, if so, has that feature been activated? Do you have any policy concerning the use of IM for business purposes? If so, please provide us with a copy of that policy at our initial meeting.

If your IT staff has developed a data map covering any aspect of your computer, email or record keeping systems, sometimes referred to as a "topology," please have a copy available at our initial meeting because it will hopefully reduce the amount of time we need to spend with your IT staff learning about those systems.

7. *Preservation Obligations*

The law governing the preservation of ESI also applies to other forms of evidence, including your paper records. No potentially relevant evidence should be altered or destroyed. Rather, it should be maintained in the way it is kept in the ordinary course of business. All copies, including all duplicates should be preserved. Even if paper copies have been made of electronic files, you should preserve the original electronic files.

The potential for accidental deletion, destruction or corruption of ESI makes it essential that prompt steps be taken to preserve relevant information. Delay in doing so increases the possibility that relevant ESI may be lost, thereby exposing you to sanctions. Thus, it is important to quickly act to preserve ESI. The obligation to preserve does not require imaging all computers and email, or freezing all electronic documents and data. Absent extraordinary circumstances, the preservation obligation need only involve steps reasonably necessary to secure potentially relevant evidence necessary for a just and fair resolution of the issues presented.

In some instances, however, it may be prudent to make a forensically sound mirror image of certain computer hard drives to avoid the accidental deletion of ESI due to everyday computer usage. In matters where an employee is believed to have electronically misappropriated company information or property; where particularly critical evidence is recognized to exist on a specific hard drive; where potentially relevant information has been recently deleted and may need to be reconstructed; or where the way in which a computer was used appears to be a potential issue in the case, imaging the computer(s) involved should be considered. In such cases, a bit-by-bit copy of the hard drive should promptly be made. Consider whether to employ a qualified *outside expert*, rather than using your internal IT personnel to complete that work. The use of an outside forensic computer expert will help to insulate you from any adverse consequences resulting from the errant handling of the evidence and will limit the need for your IT personnel to become potential witnesses in the litigation.

To prevent the inadvertent destruction of potentially relevant ESI, you are obligated to:

(1) **discontinue the destruction of potentially relevant information pursuant to any document retention/destruction policy and/or any automated features of your systems that delete or overwrite information;**

(2) **temporarily stop the recycling of all backup tapes until otherwise directed by counsel;**

(3) **preserve any storage devices containing potentially relevant information until the information has been preserved or if necessary, until a forensically sound replica (bit by bit mirror image) is made;**

(4) **temporarily refrain from installing new software that might overwrite potentially relevant data;**

(5) **maintain properly working virus protection software to protect the data from loss;**

(6) **preserve any website content and links;**

(7) **preserve all login ID's, names and passwords, decryption procedures (and accompanying software), network access codes, manuals, tutorials, written instructions, decompression software;**

(8) **maintain all other information and tools needed to access, review or reconstruct potentially relevant electronic data;**

(9) **preserve (do not recycle or dispose of) any computers that may have been used during the relevant timeframe;**

(10) **preserve (do not reuse) computers of key employees who leave or have left your business until the all relevant information has been preserved; and**

(11) **suspend all maintenance procedures that could result in the deletion of ESI, including disk defragmenting, on computers that may contain relevant information until any relevant ESI stored on those computers has been preserved or until a forensically sound copy of the hard drive has been made, if necessary.**

If you have any document retention or document destruction policy, please provide us with a copy of that policy at our initial meeting. If there is a person who is responsible for auditing and/or enforcing that policy, please provide us with that person's contact information at our meeting. We also need to learn if there are any automated features of your computer, email or record keeping systems automatically or routinely delete ESI. If

so, we will need to confirm that those features have been suspended and learn when they were deactivated.

8. *Document Each Step Taken to Preserve ESI*

To defend against claims that you failed to properly preserve ESI, it is extremely important that a record be kept of every step taken by you to implement the litigation hold and to preserve ESI. Document the names of all employees and department heads to whom the litigation hold notice was sent and record when they were notified. Keep copies of the written hold notice and consider sending two copies of the hold notice to your employees with an instruction that they keep one, and sign and return the other as evidence that they received, read and understood its content. Maintain a log of any verbal instructions given, including when the instructions were given, the persons who provided and received the instructions and a summary of the instructions.

Frequently one party will attempt to discredit the other's effort to preserve ESI in the hope of gaining a tactical advantage through the imposition of sanctions. A comprehensive record documenting all efforts that are taken is necessary so that if challenged in court, your efforts at preserving evidence can be properly defended.

9. *"Metadata," Embedded Data and Data Created or Stored in Unique or Proprietary Formats*

Every document, report or email created on a computer contains hidden electronic information called "metadata." Metadata is literally defined as "data about data." Metadata is automatically created by your computer and functions like a library catalog card for the computer. Among other things, the metadata will reveal: who created a document, when it was created, who last had access to the document, whether it has been revised and by whom, when that revision was made and the number of versions of a document.

Metadata may contain potentially relevant information that can be used to authenticate an electronic document or email and may be sought in discovery. Metadata should be considered part of the original electronic document and should be preserved. One difficulty in preserving metadata is that by simply opening a document and moving it to a folder to preserve it for discovery purposes will alter several metadata fields including when the document was last accessed and who accessed it.

Besides metadata, there is another form of potentially hidden information that can exist in the electronic version of a document which is manually embedded into a document's content itself through the track changes feature of a word processing program. That embedded data may contain information subject to attorney-client privilege or work product protection.

We need to learn if any of your ESI is created or stored in a unique or proprietary format since that may impact the form of its production. We also need to learn if any

aspect of your ESI is electronically searchable as it is ordinarily maintained since that may also impact the format of its production. Are there any unusual aspects of your computer, email or record keeping systems that could make production of ESI difficult or problematic?

The reason we are raising these questions is that the e-discovery rules provide you some choice as to format in which ESI will be produced. ESI can be electronically produced in either its "native state" or in an imaged format. The term "native" when used in an e-discovery context simply refers to the program or file format in which the document or data was originally created. In other words, if a document was created in WordPerfect, producing it in its native state would require production of it in a WordPerfect format. A commonly used image format is Adobe's Portable Document Format or PDF.

There are advantages and disadvantages to each form of electronic production. Producing ESI in its "native state" would include production of any associated metadata or accompanying embedded data. Additionally, documents produced in their native state can be altered. Native documents cannot be Bates stamped or redacted without altering the original. To view an electronic document in its native state which is created or stored in a unique or proprietary format requires that the party receiving it have access to the same software used to create or store the document. On the other hand, documents produced in an imaged format cannot be altered and will not include any metadata unless metadata fields are loaded into the image. Imaged documents can be redacted and bates stamped, but are more costly and take longer to produce.

You should carefully review all of these subjects with your IT department. Your preferred format of ESI production is an issue which we need to discuss with you at this stage because it is a subject which the court's rules require us to address with opposing counsel at the initial scheduling conference.

10. *Accessibility of Electronic Data*

The federal rules set up a two-tiered system of ESI discovery. Parties are expected to produce ESI that is readily accessible. However, there is no obligation to produce ESI from sources that are not reasonably accessible because of "undue burden or cost." The following are recognized categories of ESI which generally describe the ways data may be stored relative to its potential accessibility:

- Active data** - computer data which is immediately and easily accessible;
- Backup data** - computer data residing on readily available storage media;
- Archived data** - computer data placed into long term storage on backup tapes or other forms of media that may be periodically recycled or reused.

Legacy data – computer data created on old, out of date, obsolete or no longer used computer systems and/or hardware or software; and

Deleted data – computer data that has been “deleted” from a computer’s hard drive but is potentially recoverable through computer forensic techniques;

We need to learn if you have any legacy data or legacy system(s), and, if so, whether there is any data which has not been transferred to the system(s) currently in use, and how far back the legacy data which has not been transferred to your current system goes, as well as whether any of that data might be relevant to the issues in this matter. In that event, we would need to determine what steps would be required, and at what expense, to access, review and produce that legacy data.

In addition, we will need to learn how ESI is stored by its custodians. If your systems are backed up or archived, we need to learn what data is backed up and/or archived, how that is accomplished, how frequently the process occurs, how long the ESI is retained, where the backup tapes or archived media is stored and any rotation cycle. To determine the accessibility of ESI from those sources, we should learn what steps would have to be taken, and at what cost, to restore, search for and produce specific data or information on those tapes. We also need to learn if those backup tapes or archived data is used for any reason other than disaster recovery.

We bear the burden of proving that it would be unduly burdensome or costly to produce ESI from these or any other sources or potential repositories of ESI. Thus, we will need to speak with your IT department to discuss any features of your system(s) or the information stored in various sources that would make production of ESI from those sources unduly burdensome or costly. Your IT department will be of invaluable assistance in evaluating whether we can claim that ESI from any of those sources is inaccessible within the meaning of the e-discovery rules and thereby possibly avoiding the expense of producing ESI from those sources. However, you still need to preserve potentially relevant ESI from those sources until the issue of ESI production from those sources has been resolved by agreement with opposing counsel or an order from the court.

11. *Processing and Production of ESI*

You need to anticipate that you may have to segregate and process for review and production an unknown quantity of electronic data. One way to limit the cost of e-discovery is to use filtering techniques to reduce the size of the data set that may need to be reviewed for privilege and/or produced in discovery. Common filtering techniques include “de-duplication” of identical documents or emails through the use of “hash methodologies,” key-word or concept searches, and screening data by date ranges, custodians and/or file types.

These are issues we need to discuss at our initial meeting. You should assess whether your IT staff has the time and/or capacity to collect and process ESI for production in discovery in this matter. More importantly, you need to assess whether your IT staff should perform these types of tasks given the range of sanctions that could be imposed if ESI is lost in the process. Having your IT staff perform these tasks could require that they be deposed and opens their work up to review and potential criticism by our opponent and the court. It also diverts their attention from company business. While we have our own experienced IT staff who could provide technical or other assistance, there is a risk that if we assist in or actually perform these tasks, our staff could potentially become witnesses if a motion for sanctions were later filed, and in an extreme case, we could be disqualified from representing you. **Accordingly, unless it would be cost prohibitive or there are other good reasons not to do so in a given matter, we generally recommend that a qualified outside vendor be considered for managing the recovery and processing of ESI necessary for its production.** Please let us know if you have used any e-discovery vendors in the past and, if so, whether you were satisfied with their work and would be willing to use them again.

OTHER E-DISCOVERY RELATED ISSUES

In addition to the issues noted above, at our initial meeting there are several other points that we need to discuss with you. They include:

- When the litigation hold was issued or the process began;
- What steps have been taken to implement a litigation hold;
- What documentation do you have concerning the steps taken to implement the litigation hold;
- The name and contact information of the person in charge of the hold process or any member of your legal department designated to answer questions;
- What types of ESI are in your possession, what formats is it stored in, and where are the data repositories or sources for that ESI located;
- How much ESI and how many custodians are involved.

Finally please let us know when the appropriate persons from your IT department are available to meet with us. We do not want to delay our initial meeting with you to cover these various issues, so our meeting with IT does not have to occur the same day. Depending upon the complexity of your systems, the meeting with your IT staff could run much longer than our meeting to discuss the issues raised above.

SUMMARY

The duty to preserve and produce ESI has become central to the litigation process. The tasks required to comply with our respective obligations must be performed at the very beginning of a lawsuit, and again periodically throughout the course of the litigation. At our initial meeting, we will discuss with you the strategic implications of these ESI obligations and how our respective obligations will be met in connection with this matter. At that meeting, we will review with you any steps that have already been taken to preserve ESI and work with you to develop a clear plan to properly preserve and produce any potentially relevant ESI on a going-forward basis.

In some cases, e-discovery costs may have little or no impact on litigation or settlement strategies. In other cases, e-discovery may generate significant costs and require the diversion of personnel and resources needed to address a party's e-discovery obligations. The expense involved in locating, reviewing and producing ESI in some cases may warrant serious consideration of an early resolution of the claim. We will be glad to discuss these and any other issues or questions you may have at our initial meeting in the near future. Of course, should you have any questions about what steps should be taken to preserve ESI prior to our initial meeting, please immediately contact us at your earliest convenience.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF QUINN EMANUEL URQUHART & SULLIVAN, LLP
AS SPECIAL COUNSEL TO THE DEBTOR OFFICE PROPERTIES INCOME TRUST**
(Relates to Docket No. ____)

Upon the *Debtor Office Properties Income Trust's Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as Special Counsel* (the "***Application***")²; and the Court having reviewed the Application, the Kirpalani Declaration, and the Pohl Declaration; and the Court having determined that the relief requested in the Application is in the best interests of OPI, its estate, creditors, and all other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. §157(b)(2); and the Court having found that the venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied, based on the representations made in the Application and the Kirpalani Declaration that, as required under section 327(e) of the Bankruptcy Code, Quinn Emanuel does not hold or represent an interest adverse to the Debtors' estates with respect to the

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

² Capitalized terms not defined in this declaration have the meanings given to them in the Application.

matters to which it is to be employed; and any objections to the Application having been resolved or overruled; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(e), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, OPI as debtor in possession, is authorized to employ and retain Quinn Emanuel as special counsel to OPI effective as of the Petition Date, in accordance with the terms and conditions set forth in the Kirpalani Declaration, the Application, and the Engagement Letter.
3. Quinn Emanuel is authorized to provide OPI with the professional services described in the Kirpalani Declaration, the Application, and the Engagement Letter.
4. Quinn Emanuel shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the bankruptcy cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and any other applicable procedures and orders of the Court. For billing purposes, Quinn Emanuel shall keep its time in one-tenth (1/10) increments.
5. Prior to any increases in Quinn Emanuel's hourly rates, Quinn Emanuel shall file a notice of rate increase with the Court and provide ten business days' notice to OPI, the U.S.

Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether OPI has consented to such rate increases.

6. Quinn Emanuel shall not charge a markup to OPI with respect to the fees billed by outside contract attorneys who are hired by Quinn Emanuel to provide services to OPI or the Special Committee and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

7. Quinn Emanuel shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

8. Quinn Emanuel shall review its files periodically during the pendency of the chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Quinn Emanuel shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. Notwithstanding anything to the contrary in the Application, Quinn Emanuel shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. Quinn Emanuel shall forward to the U.S. Trustee, in an open and searchable LEDES data format, support for its monthly fee statements.

11. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

13. OPI is authorized to take all actions necessary to effectuate the relief granted in this Order.

14. Quinn Emanuel is authorized to draw down on the Retainer in the amount of \$24,801.50 for pre-petition services rendered to OPI and shall remit the remaining balance of the Retainer to OPI.

15. To the extent there is any inconsistency between the terms of the Kirpalani Declaration, the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

16. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed:

Christopher Lopez
United States Bankruptcy Judge