
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 26, 2026

ORION PROPERTIES INC.

(Exact name of Registrant as specified in its charter)

Maryland
(State or Other Jurisdiction of Incorporation or Organization)

001-40873
(Commission File Number)

87-1656425
(I.R.S. Employer Identification No.)

2398 E. Camelback Road, Suite 1060
Phoenix, AZ 85016
(Address of principal executive offices, including zip code)

(602) 698-1002
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class:
Common Stock \$0.001 par value per share

Trading symbol(s):
ONL

Name of each exchange on which registered:
New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒ x

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

Item 1.01. Entry into a Material Definitive Agreement.

On January 26, 2026, Orion Properties Inc. (the “Company”) entered into a cooperation agreement (the “Cooperation Agreement”) with The Kawa Fund Limited and Kawa Capital Management, Inc. (collectively, “Kawa”) in connection with discussions between the parties regarding (i) Kawa’s notice of intent to nominate director candidates for election to the board of directors of the Company (the “Board”) and (ii) a strategic options review of the Company as announced in the Company’s press release described below. The Company and Kawa are each herein referred to as a “party.”

Effective upon the execution of the Cooperation Agreement, Kawa withdrew its notice of intent to nominate director candidates for election to the Board at the Company’s 2026 annual meeting of stockholders.

Pursuant to the Cooperation Agreement, the Company is commencing a review of strategic options for the Company (the “Strategic Review Process”), which review may include, without limitation, the consideration of potential acquisition and merger targets, the potential sale of the Company and continuing to operate as an independent publicly traded entity. The Cooperation Agreement does not obligate the Company to pursue or consummate any such transaction or require the Board to take any action that it determines in good faith is inconsistent with its duties under applicable law. The Cooperation Agreement also provides Kawa the opportunity, if Kawa desires, to participate in the Strategic Review Process on substantially the same terms as other participants.

The Cooperation Agreement contains customary standstill and non-disparagement provisions. The Cooperation Agreement will terminate on September 1, 2026. Pursuant to the Cooperation Agreement, Kawa must cause all shares of common stock pursuant to which it has the sole or shared power to direct the voting to be present for quorum purposes at the Company’s 2026 annual meeting of stockholders and to refrain from “withholding” or voting “against” the directors nominated by the Board for election at such annual meeting.

The foregoing description of the Cooperation Agreement does not purport to be complete and is qualified in its entirety by reference to the Cooperation Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On January 26, 2026, the Company issued a press release announcing the Strategic Review Process and the execution of the Cooperation Agreement, a copy of which is attached hereto as Exhibit 99.1 (the “Press Release”). All of the information in the Press Release is incorporated by reference herein.

The information set forth in this Item 7.01 and in the attached Exhibit 99.1 is deemed to be “furnished” and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section. The information set forth in this Item 7.01, including Exhibit 99.1, shall not be deemed incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933, as amended, regardless of any general incorporation language in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Cooperation Agreement, dated January 26, 2026, among Orion Properties Inc., The Kawa Fund Limited and Kawa Capital Management, Inc.
99.1	Press Release issued January 26, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ORION PROPERTIES INC.

By:	<u>/s/ Paul H. McDowell</u>
Name:	Paul H. McDowell
Title:	Chief Executive Officer and President

Date: January 26, 2026

COOPERATION AGREEMENT

This Cooperation Agreement, dated January 26, 2026 (this “Agreement”), is among The Kawa Fund Limited, Kawa Capital Management, Inc. (collectively, “Kawa”) and Orion Properties Inc. (the “Company”) (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the Company and Kawa have engaged in various discussions and communications concerning the Company’s business and other matters;

WHEREAS, Kawa and certain of its non-discretionary accounts beneficially own 5,474,027 shares of common stock of the Company, par value \$0.001 (the “Common Stock”), or approximately 9.7% of the Common Stock issued and outstanding as of October 31, 2025, as reported in the Company’s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2025 filed with the Securities and Exchange Commission (the “SEC”) on November 6, 2025; and

WHEREAS, the Company and Kawa desire to enter into an agreement regarding the Notice (as defined below) and certain other matters on the terms and subject to the conditions set forth herein.

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

- (1) **Standstill**. Prior to the Termination Date (as defined below), except as otherwise provided in this Agreement, without the prior written consent of the Company’s Board of Directors (the “Board”), Kawa shall not, and shall cause its Affiliates and Associates (as defined below) not to, directly or indirectly:
 - a. acquire, offer or seek to acquire, agree to acquire, or acquire rights to acquire, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a group, through swap or hedging transactions or otherwise, any voting securities of the Company or any voting rights decoupled from the underlying voting securities that would result in Kawa and its Affiliates having beneficial ownership of, in the aggregate, more than 9.8% of the shares of Common Stock outstanding at such time, or otherwise having economic exposure equal to, in the aggregate, more than 9.8% of the shares of Common Stock outstanding at such time (collectively, the “Maximum Ownership Cap”); provided, however, that Kawa and its Affiliates shall not be deemed to have exceeded the Maximum Ownership Cap as a result of the repurchase, redemption or other acquisition by the Company of shares of Common Stock or other Voting Securities that reduces the number of outstanding shares of Common Stock or Voting Securities;
 - b. (i) nominate, recommend for nomination or give notice of an intent to nominate or recommend for nomination a person for election at a Stockholder Meeting (as defined below) at which any of the Company’s directors are to be elected; (ii) knowingly initiate, encourage or participate in any solicitation of proxies, consents or consent revocations in respect of any election contest or removal contest with respect to any of the Company’s directors; (iii) submit, initiate, make or be a proponent of any stockholder proposal for consideration at, or bring any other business before, any Stockholder Meeting; (iv) knowingly initiate, encourage or participate in any solicitation of proxies, consents or consent revocations in respect of any stockholder proposal for consideration at, or other business brought before, any Stockholder Meeting; (v) knowingly initiate, encourage or participate in any “withhold” or similar campaign with respect to any proposal for consideration at, or any director election or other business brought before, any Stockholder Meeting; or (vi) call or seek to call, or request the call of, or initiate a consent solicitation or consent revocation solicitation with respect to, alone or in concert with others, any Stockholder Meeting, whether or not such a Stockholder Meeting is permitted by the Company’s Articles of Amendment and Restatement (as amended through March 5, 2025) (the “Charter”) or the Amended and Restated Bylaws (as amended through March 5, 2025) (the “Bylaws”);

- c. form, join or in any way participate in or with any “group” (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) or agreement of any kind with respect to any Voting Securities, other than any such group or agreement that is with an Affiliate of Kawa and such Affiliate agrees to be bound by the terms of this Agreement as if it were a party hereto and such group or agreement would not result in Kawa, together with its Affiliates and Associates, exceeding the Maximum Ownership Cap;
- d. deposit any Voting Securities in any voting trust or subject any Voting Securities to any agreement, arrangement or understanding (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and the like) with respect to the voting thereof, in each case other than (i) this Agreement, (ii) solely with an Affiliate or non-discretionary account of Kawa and such Affiliate or non-discretionary account agrees to be bound by the terms of this Agreement as if it were a party hereto and such voting trust, agreement, arrangement or understanding would not result in Kawa exceeding the Maximum Ownership Cap or (iii) granting proxies in solicitations conducted by the Company;
- e. seek publicly, alone or in concert with others, to adopt, amend or rescind any provision of the Charter, Bylaws, the Company’s committee charters, corporate governance guidelines or any similar documents of the Company;
- f. demand an inspection of the Company’s books and records or stockholders list;
- g. make any public proposal with respect to: (i) any change in the composition, number or term of directors serving on the Board or the filling of any vacancies on the Board, (ii) any change in the capitalization, dividend policy or share repurchase programs or practices of the Company, (iii) any other change in the Company’s management, governance, corporate structure or policies, (iv) any Extraordinary Transaction (as defined below), (v) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange or (vi) causing a class of securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;
- h. except to the extent permitted in the last sentence of this Section (1), initiate or make, directly or indirectly, any Extraordinary Transaction, effect or seek to effect, offer or propose to effect, cause, or in any way assist or facilitate any other person to effect or seek to effect, offer or propose to effect, cause or participate in, any Extraordinary Transaction or make, directly or indirectly, any proposal, either alone or in concert with others, to the Company or the Board (it being understood that the foregoing shall not restrict Kawa from tendering shares, receiving payment for shares or otherwise participating in any Extraordinary Transaction between the Company and any person not a Party to this Agreement (a “Third Party”) on the same basis as other stockholders of the Company);
- i. enter into any negotiations, agreements or understandings with any Third Party, or knowingly advise, assist, encourage or seek to persuade any Third Party to, take any action that is prohibited under this Section (1); or
- j. publicly make or in any way advance publicly any request or proposal that the Company or the Board amend, modify or waive any provision of this Agreement.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement (including the restrictions in this Section (1)) will prohibit or restrict Kawa or its Representatives (as defined below) from (A) making any factual statement to comply with any subpoena, legal requirement or other legal process or to respond to a request for information from any governmental authority with jurisdiction over such person from whom information is sought or making any regulatory filing required pursuant to the Exchange Act, or any other applicable regulatory regime, (B) communicating privately with the Board or the Company’s officers or privately proposing an Extraordinary Transaction with Kawa to the Board or the Company’s officers, (C) granting any liens or encumbrances on any claims or interests in favor of a bank or broker-dealer or prime broker holding such claims or interests in custody or prime brokerage in the ordinary course of

business, which lien or encumbrance is released upon the transfer of such claims or interests in accordance with the terms of the custody or prime brokerage agreement(s), as applicable, or (D) negotiating, evaluating and/or trading, directly or indirectly, in any index fund, exchange traded fund, benchmark fund or broad basket of securities which may contain or otherwise reflect the performance of, but not primarily consist of, securities of the Company or a competitor.

- (2) **Withdrawal of Notice; No Litigation.** Concurrently with and effective upon execution of this Agreement, Kawa shall irrevocably withdraw or cause the irrevocable withdrawal of its notice (the “Notice”) of intent to nominate individuals for election to the Board at the Company’s 2026 annual meeting of stockholders (including, without limitation, any adjournments or postponements thereof and any meeting which may be called in lieu thereof, the “2026 Annual Meeting”) (with this Agreement deemed to evidence such withdrawal) and any and all related materials and notices submitted to the Company in connection therewith or related thereto, and otherwise shall not take any further action in connection with nominating individuals for election to the Board or submitting any proposals to be considered at the 2026 Annual Meeting. Kawa covenants and agrees that it shall not, and shall not permit any of its Affiliates or Associates to, alone or in concert with others, knowingly encourage or pursue, or knowingly assist any other person to, threaten, initiate or pursue any lawsuit, claim or proceeding, including any direct, derivative or class action proceeding, before any court or governmental, administrative or regulatory body (collectively, a “Legal Proceeding”) against the Company, its directors or officers or any of its or their other Representatives (solely in the context as representatives of the Company or such directors or officers) (a) with respect to the Notice or otherwise with respect to Kawa’s ability to nominate individuals for election to the Board or submit any proposals at the 2026 Annual Meeting or (b) with the intent of circumventing any terms of this Agreement; provided, however, that the foregoing shall not prevent Kawa or its Affiliates or Associates from (i) responding to oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes in connection with any Legal Proceeding if such Legal Proceeding has not been initiated by, or on behalf of, Kawa or its Affiliates or Associates, provided that Kawa shall, unless prohibited by applicable law, give prompt written notice of any such requirement to the Company, (ii) enforcing the terms of this Agreement or (iii) exercising statutory appraisal rights, if any, in connection with an Extraordinary Transaction.
- (3) **Mutual Non-Disparagement.** Prior to the Termination Date, neither Party shall in any manner, directly or indirectly, make, or cause to be made, or in any way encourage any other person to make or cause to be made, any public statement or public announcement, including in any document or report filed with or furnished to the SEC or through the press, media, analysts or other persons, that disparages, defames, slanders, undermines, attempts to discredit, criticizes, calls into disrepute, impugns or is reasonably likely to damage the reputation of, or otherwise constitutes an *ad hominem* attack on, the other Party or any of its current or former Representatives (in such capacity) (it being understood and agreed that the restrictions in this Section (3) shall not apply to any member of the Board’s discussions solely among other members of the Board and/or management of the Company). The limitations set forth in this Section (3) shall not prevent either Party or any of its Affiliates or Associates from responding to (i) any statement made by the other Party (or any of its Affiliates or Associates) of the nature described in this Section (3) if such statement was made in breach of this Agreement or (ii) any objective statement that reflects one Party’s view with respect to factual matters concerning specific acts or determinations of the other Party (or their respective current or former Representatives) occurring after the date of this Agreement. For the avoidance of doubt, a public statement or announcement shall only be deemed to be made by the Company or Kawa if it was made by either (A) in the case of the Company, (i) an executive officer or a member of the Board, or (ii) an employee or representative of the Company authorized to make such statement or announcement on behalf of the Company, or (B) in the case of Kawa, (i) an executive officer, managing member, partner or director, or (ii) an employee or representative of Kawa authorized to make such statement or announcement on behalf of Kawa. In the event that a Party is in material breach of any provision of this Section (3), then the other Party shall be immediately released from its obligations under this Section (3).
- (4) **Strategic Options Review Process.** In connection with the announcement of this Agreement, the Company shall announce a review of strategic options for the Company, which review may include, without limitation, the consideration of potential acquisition and merger targets, the potential sale of the Company and continuing to operate as an independent publicly traded entity. In connection with such review process, the

Company shall act in good faith and consult with its outside financial advisor in evaluating potential strategic options involving Third Parties. The Company will provide Kawa with the opportunity, if Kawa desires, to participate in the process on substantially the same terms as it would for a bona fide Third Party to receive confidential information and submit a proposal for a strategic transaction. For the avoidance of doubt, nothing in this Section (4) shall be construed as obligating the Company to pursue or consummate any transaction or otherwise require the Board to take any action that it determines in good faith is inconsistent with its duties under applicable law. The Company shall use its reasonable best efforts to respond to reasonable inquiries from Kawa to provide periodic updates to confirm the Company's compliance with its obligations set forth in this Section (4); provided, however, that (i) the Company shall not be required to (a) disclose any material non-public information to Kawa or otherwise violate any law, rule or regulation (including the rules of any applicable stock exchange) or (b) violate any duty of confidentiality owed to any Third Party and (ii) any information provided to Kawa shall not include material non-public information. All information provided to Kawa in response to such inquiries shall be treated as confidential by Kawa pursuant to a customary confidentiality agreement. The announcement required by the first sentence of this Section (4) shall be in the form of the press release agreed to by the Parties prior to entering into this Agreement. In the event that the Company fails to make such announcement within two (2) business days after the date of this Agreement, Kawa shall be immediately released from its obligations in Section (1), Section (3) and Section (5).

- (5) **Voting Commitment.** Except as otherwise provided in Section (4), until the Termination Date, Kawa shall (a) cause all Common Stock with respect to which it has the sole or shared power to direct the voting thereof, as of the record date of the 2026 Annual Meeting, in each case that are entitled to vote at the 2026 Annual Meeting, to be present for quorum purposes and (b) refrain from "withholding" or voting "against," or otherwise opposing, the directors nominated by the Board at the 2026 Annual Meeting. For the avoidance of doubt, nothing in this Section (5) shall restrict Kawa from abstaining with respect to any such director nominees.
- (6) **Public Announcements.** Promptly following the execution of this Agreement, the Company shall file a Current Report on Form 8-K with the SEC and Kawa Capital Management, Inc. shall file an amendment to its Schedule 13D reporting entry into this Agreement and appending or incorporating by reference this Agreement (the "Public Filings"). The Company and Kawa Capital Management, Inc. shall mutually agree to any summary description of this Agreement used to describe this Agreement in the Public Filings. Until the Termination Date, neither the Company nor Kawa Capital Management, Inc. (nor any of their respective Affiliates or Associates) shall make or cause to be made any public announcement or statement describing this Agreement that is inconsistent with or contrary to the statements made in the Public Filings, except as required by law or the rules of any stock exchange or with the prior written consent of the other Party.
- (7) **Representations and Warranties of All Parties.** Each of the Parties represents and warrants to the other Party that: (a) such Party has all requisite company power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly and validly authorized, executed and delivered by it and is a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (c) this Agreement will not result in a violation of any terms or conditions of any agreements to which such person is a Party or by which such Party may otherwise be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting such Party. Kawa also represents and warrants to the Company that, except as disclosed in its Schedule 13D or any amendment thereto filed with the SEC prior to the date hereof, neither Kawa nor its Affiliates or Associates have entered into any agreements, arrangements or understandings with any Third Party with respect to any potential transaction involving the Company or its subsidiaries or the voting or disposition of any Voting Securities.
- (8) **Remedy.** The Parties recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that in addition to other remedies the other Party may be entitled to at law or equity or pursuant to this Agreement, the other Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement and without the requirement for posting a bond or other security.

- (9) **Governing Law; Jurisdiction.** The Parties agree that any action to enforce the terms and provisions of this Agreement or relating to the transactions contemplated by this Agreement shall be brought exclusively in the Circuit Court for Baltimore City, Maryland, or, if such court shall not have jurisdiction, the United States District Court for the District of Maryland, Northern Division (collectively, the “Chosen Courts”). In the event that any action shall be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law. Furthermore, each of the Parties (a) consents to submit itself to the personal jurisdiction of the Chosen Courts with respect to any dispute arising out of or relating to this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any Chosen Court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Chosen Courts, (d) irrevocably waives the right to trial by jury, (e) agrees to waive any bonding requirement under any applicable law and (f) irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such Party’s principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF MARYLAND APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.
- (10) **No Waiver.** Any waiver by any Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- (11) **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and may be amended only by an agreement in writing executed by the Parties.
- (12) **Termination.** This Agreement will terminate upon the expiration of the Termination Date. Upon such termination, this Agreement shall have no further force and effect. Notwithstanding the foregoing, (i) in the event of a material breach of the Company’s obligations under Section (4) or (6), Kawa shall be released from its obligations under this Agreement, provided that Kawa shall have given prior written notice of such material breach to the Company and such material breach remains uncured after ten (10) days following the Company’s receipt of such notice; and (ii) Sections (8) to (20) shall survive termination of this Agreement, and no termination of this Agreement shall relieve any Party of liability for any breach of this Agreement arising prior to such termination.
- (13) **Notices.** All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by email, when such email is sent to the email address set forth below and the appropriate confirmation is received, or (b) if given by any other means, when actually received during normal business hours at the address specified in this subsection:

if to the Company:

Orion Properties Inc.
2398 East Camelback Road, Suite 1060
Phoenix, Arizona 85016
Email: phughes@onlreit.com
Attention: Paul Hughes, General Counsel and Secretary

With a copy to (which shall not constitute notice):
Hunton Andrews Kurth LLP
200 Park Avenue
New York, New York 10166
Email: shaas@hunton.com
Attention: Steven M. Haas, Esq.

if to Kawa:

The Kawa Fund Limited
c/o Kawa Capital Management, Inc.
1010 S. Federal Highway, Suite 2900
Hallandale Beach, Florida 33009
Email: legal@kawa.com
Attention: General Counsel
With a copy to (which shall not constitute notice):
Alston & Bird LLP
90 Park Avenue, 15th Floor
New York, NY 10016
Email: michael.kessler@alston.com
Attention: Michael J. Kessler, Esq.

- (14) **Severability.** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.
- (15) **Counterparts.** This Agreement may be executed in counterparts either manually or by electronic or digital signature (including by email transmission), each of which shall be deemed an original and which together shall constitute a single agreement.
- (16) **Successors and Assigns.** No Party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void. This Agreement, however, shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties.
- (17) **No Third Party Beneficiaries; Assignment.** This Agreement is solely for the benefit of the Parties and is not enforceable by any other persons. Except as provided in Section (3), nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party except as provided in Section (2).
- (18) **Fees and Expenses.** Neither the Company, on the one hand, nor Kawa, on the other hand, will be responsible for any fees or expenses of the other in connection with this Agreement.
- (19) **Certain Definitions.** For purposes of this Agreement, the terms:
- a. “**Affiliate**” and “**Associate**” shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act, provided, that any references to “Associate” herein shall be deemed to be preceded by the word “controlled.”
 - b. “**Beneficial Ownership**” of “**Voting Securities**” means ownership of: (i) Voting Securities and (ii) rights or options to own or acquire any Voting Securities (whether such right or option is exercisable immediately or only after the passage of time or upon the satisfaction of one or more conditions (whether or not within the control of such person), compliance with regulatory requirements or otherwise), and includes all Voting Securities which such person or any of such person’s Affiliates or Associates has or shares the right to vote or dispose.
 - c. “**Extraordinary Transaction**” means any tender offer, exchange offer, merger, consolidation, acquisition, purchase or sale of a material amount of equity securities, joint venture, business combination, spin-off, financing, sale, recapitalization, dissolution, liquidation, restructuring, sale of a material portion of assets or properties or any similar transaction or series of related transactions involving the Company or its subsidiaries.

- d. “person” or “persons” shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization, governmental authority or other entity of any kind or nature.
- e. “Representatives” means (i) a person’s Affiliates and Associates, and (ii) its and their respective directors, officers, employees, partners, members, managers, consultants, agents and other representatives acting in a capacity on behalf of such person or its Affiliates or Associates.
- f. “Stockholder Meeting” means any annual or special meeting of stockholders of the Company, or any action by written consent of the Company’s stockholders in lieu thereof, and any adjournment, postponement, rescheduling or continuation thereof, including the 2026 Annual Meeting.
- g. “Termination Date” means, unless otherwise mutually agreed to by all Parties in writing, September 1, 2026.
- h. “Voting Securities” shall mean the Common Stock and any other securities of the Company entitled to vote in the election of directors, or securities convertible into, or exercisable or exchangeable for Common Stock or other securities, whether or not subject to the passage of time or other contingencies.

(20) Interpretation and Construction. Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said independent counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts relating thereto exchanged among the Parties shall be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is hereby expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regards to events of drafting or preparation. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The term “including” shall be deemed to mean “including without limitation” in all instances.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, or caused the same to be executed by its duly authorized representative, as of the date first above written.

ORION PROPERTIES INC.

By: /s/ Paul H. McDowell
Name: Paul McDowell
Title: Chief Executive Officer and President

THE KAWA FUND LIMITED

By: Kawa Capital Management, Inc., its investment advisor

By: /s/ Daniel Ades
Name: Daniel Ades
Title: Director

KAWA CAPITAL MANAGEMENT, INC.

By: /s/ Daniel Ades
Name: Daniel Ades
Title: Director



Orion Properties Announces Strategic Options Review Process to Maximize Stockholder Value

Enters into Cooperation Agreement with Kawa

January 26, 2026

PHOENIX – (BUSINESS WIRE) – Orion Properties Inc. (“Orion” or the “Company”) (NYSE: ONL) today announced a strategic options review process and a cooperation agreement (the “Cooperation Agreement”) signed with The Kawa Fund Limited (together with its affiliates, “Kawa”).

Strategic Options Review Process

Orion is announcing a review of strategic options for the Company, which may include, among other things, the consideration of potential acquisition and merger targets, the potential sale of the Company and continuing to operate as an independent publicly traded entity. The Board has directed management, together with Orion’s outside financial and legal advisors, to conduct a process designed to evaluate actionable strategic alternatives.

The Board made the following statement: “The Orion Board of Directors remains firmly committed to acting in the best interests of all stockholders and has always been open to different ways to grow stockholder value. Over the past three years, the Board has devoted time to considering potential avenues for Orion to potentially pursue in addition to our stand-alone business plan. The strategic options review process will provide further opportunity to consider a range of potential strategic alternatives to maximize stockholder value. We look forward to working diligently with our external advisors to identify the best path for the future of Orion and all of our stockholders and to evaluate credible and actionable proposals.”

There can be no assurance that the strategic options review process will result in Orion pursuing any particular transaction or other strategic outcome. The Company has not set a timetable for completion of this process, and it does not intend to disclose further developments unless and until it determines that further disclosure is appropriate or necessary.

Cooperation Agreement

In association with announcing a review of strategic options and pursuant to the Cooperation Agreement, Kawa has agreed to withdraw its notice to nominate five individuals to stand for election to the Orion Board of Directors at the Company’s 2026 annual meeting of stockholders (the “Annual Meeting”). Kawa has also agreed to certain standstill, voting and confidentiality commitments set forth in the Cooperation Agreement. The full Cooperation Agreement will be

filed on a Current Report on Form 8-K with the U.S. Securities and Exchange Commission (the “SEC”).

The Cooperation Agreement provides Kawa the opportunity, if Kawa desires, to participate in the strategic options review process on substantially the same terms as other bona fide third parties to receive confidential information and submit a proposal for a strategic transaction.

Paul McDowell, Orion’s Chief Executive Officer and President and a member of the Company’s Board of Directors, added, “We appreciate the dialogue with Kawa that enabled us to reach this agreement. The Company and the Board remain steadfast in our commitment to delivering value for stockholders and continuing to take actions with stockholders’ best interests in mind.”

Wells Fargo is serving as the Company’s lead financial advisor, and J.P. Morgan is serving as an additional financial advisor. Hunton Andrews Kurth LLP is serving as the Company’s legal counsel.

About Orion Properties Inc.

Orion Properties Inc. is an internally-managed real estate investment trust engaged in the ownership, acquisition and management of a diversified portfolio of office properties located in high-quality suburban markets across the United States and leased primarily on a single-tenant net lease basis to creditworthy tenants. The Company’s portfolio is comprised of traditional office properties, as well as governmental, medical office, flex/laboratory and R&D and flex/industrial properties. The Company was founded on July 1, 2021, spun-off from Realty Income (NYSE: O) on November 12, 2021 and began trading on the New York Stock Exchange on November 15, 2021. The Company is headquartered in Phoenix, Arizona and has an office in New York, New York. For additional information on the Company and its properties, please visit onlreit.com.

Forward-Looking Statements

Information set forth in this press release includes “forward-looking statements” which reflect the Company’s expectations and projections regarding future events and plans and future financial condition. Such forward-looking statements include statements regarding the Company’s strategic review process, which may not result in a transaction, and any transaction that occurs may not increase stockholder value. These forward-looking statements are based on information currently available to the Company and involve a number of known and unknown assumptions and risks, uncertainties and other factors, which may be difficult to predict and beyond the Company’s control, that could cause actual events and plans or could cause the Company’s business, financial condition, liquidity and results of operations to differ materially from those expressed or implied in the forward-looking statements. Factors that may affect future results include: the Company’s actions taken or contemplated to create value for its stockholders, including actions related to or the outcome of the strategic review process; expenses and disruption to management associated with, and uncertainties as to the timing of the completion of, the strategic review process; the occurrence of any event, change or other circumstances that affects the availability of any potential

strategic alternatives or our ability to execute on the material respects of any strategic alternative; the risk of rising interest rates, such as that our borrowing costs may increase and we may be unable to refinance our debt obligations on favorable terms and in a timely manner or at all; conditions associated with the global market, including an oversupply of office space, tenant credit risk and general economic conditions and geopolitical conditions; the extent to which changes in workplace practices and office space utilization, including remote and hybrid work arrangements, and changes in governmental budgetary priorities, will continue and the impact that may have on demand for office space at our properties; our ability to comply with the terms of our credit agreement or to meet the debt obligations on our properties; changes in the real estate industry and in the performance of financial markets and interest rates and our ability to effectively hedge against interest changes; and our ability to renew leases with existing tenants or re-let vacant space to new tenants on favorable terms and in a timely manner or at all. Additional factors that may affect future results are contained in the Company's filings with the SEC, which are available at the SEC's website at www.sec.gov. The Company disclaims any obligation to publicly update or revise any forward-looking statements, whether as a result of changes in underlying assumptions or factors, new information, future events or otherwise, except as required by law.

IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT

Orion plans to file proxy materials with the SEC in connection with the solicitation of proxies for the Annual Meeting. Prior to the Annual Meeting, Orion will file a definitive proxy statement (the "Proxy Statement") together with a WHITE proxy card. STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS THAT THE COMPANY WILL FILE WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Stockholders will be able to obtain, free of charge, copies of the Proxy Statement, any amendments or supplements thereto and any other documents (including the WHITE proxy card) when filed by the Company with the SEC at the SEC's website (<http://www.sec.gov>) or at the Company's website at <https://onlireit.com> or by contacting Paul Hughes, General Counsel and Secretary, by phone at (646)-476-5410, by email at phughes@onlireit.com or by mail at Orion Properties Inc., 122 East 42nd Street, Suite 5100, New York, NY 10168.

CERTAIN INFORMATION REGARDING PARTICIPANTS

This press release is neither a solicitation of a proxy or consent nor a substitute for any proxy statement or other filings that may be made with the SEC. Nonetheless, Orion, its directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies with respect to a solicitation by Orion. Information about Orion's executive officers and directors is available in Orion's Annual Report on Form 10-K for the year ended December 31, 2024, which was filed with the SEC on March 5, 2025, and in its proxy statement for the 2025 Annual Meeting of Stockholders, which was filed with the SEC on March 21, 2025. To the extent holdings of Orion securities reported in the proxy

statement for the 2025 Annual Meeting have changed, such changes have been or will be reflected on Statements of Change in Ownership on Forms 3, 4 or 5 filed with the SEC. Updated information regarding the identity of potential participants and their direct or indirect interests, by security holdings or otherwise, in the Company will be set forth in the Proxy Statement for the Annual Meeting and other relevant documents to be filed with the SEC, if and when they become available. These documents are or will be available free of charge at the SEC's website at www.sec.gov.

Investor Relations Contact:
Email: investors@onlreit.com
Phone: 602-675-0338

Source: Orion Properties Inc.

