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

FORM 10-Q

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT of 1934

For the Quarterly Period Ended June 30, 2025

OR

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

For the Transition Period From _____ to _____

Commission file number 001-34626

Piedmont Realty Trust, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of incorporation or organization)

58-2328421

(I.R.S. Employer Identification Number)

5565 Glenridge Connector Ste. 450

Atlanta, Georgia 30342

(Address of principal executive offices) (Zip Code)

(770) 418-8800

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, \$0.01 par value	PDM	New York Stock Exchange

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

**Number of shares outstanding of the Registrant's
common stock, as of July 25, 2025:**

124,504,127 shares

FORM 10-Q
PIEDMONT REALTY TRUST, INC.
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this Form 10-Q may constitute forward-looking statements within the meaning of the federal securities laws. In addition, Piedmont Realty Trust, Inc. ("Piedmont," "we," "our," or "us"), or our executive officers on our behalf, may from time to time make forward-looking statements in reports and other documents we file with the Securities and Exchange Commission or in connection with other written or oral statements made to the press, potential investors, or others. Statements regarding future events and developments and our future performance, as well as management's expectations, beliefs, plans, estimates, or projections relating to the future, are forward-looking statements. Forward-looking statements include statements preceded by, followed by, or that include the words "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "continue," or other similar words. Examples of such statements in this report include descriptions of our real estate, financing, and operating objectives; discussions regarding future dividends; and discussions regarding potential acquisition and disposition activity and the potential impact of economic conditions on our real estate and lease portfolio, among others.

These statements are based on beliefs and assumptions of our management, which in turn are based on information available at the time the statements are made. Important assumptions relating to the forward-looking statements include, among others, assumptions regarding the demand for office space in the markets in which we operate, competitive conditions, and general economic conditions. These assumptions could prove inaccurate. The forward-looking statements also involve certain known and unknown risks and uncertainties, which could cause actual results to differ materially from those contained in any forward-looking statement. Many of these factors are beyond our ability to control or predict. Such factors include, but are not limited to, the following:

- Economic, regulatory, socio-economic (including work from home and "hybrid" work policies), technological (e.g. artificial intelligence and machine learning, virtual meeting platforms, etc.), and other changes that impact the real estate market generally, the office sector or the patterns of use of commercial office space in general, or the markets where we primarily operate or have high concentrations of revenue;
- The impact of competition on our efforts to renew existing leases or re-let space on terms similar to existing leases;
- Lease terminations, lease defaults, lease contractions, or changes in the financial condition of our tenants, particularly by one of our large tenants;
- Impairment charges on our long-lived assets or goodwill resulting therefrom;
- The success of our real estate strategies and investment objectives, including our ability to implement successful redevelopment and development strategies or identify and consummate suitable acquisitions and divestitures;
- The illiquidity of real estate investments, including economic changes, such as rising interest rates, costs of construction, improvements and redevelopments, and available financing, which could impact the number of buyers/sellers of our target properties, and regulatory restrictions to which real estate investment trusts ("REITs") are subject and the resulting impediment on our ability to quickly respond to adverse changes in the performance of our properties;
- The risks and uncertainties associated with our acquisition and disposition of properties, many of which risks and uncertainties may not be known at the time of acquisition or disposition;
- Development and construction delays, including the potential of supply chain disruptions, and resultant increased costs and risks;
- Future acts of terrorism, civil unrest, or armed hostilities in any of the major metropolitan areas in which we own properties;
- Risks related to the occurrence of cybersecurity incidents, including cybersecurity incidents against us or any of our properties, vendors, or tenants, or a deficiency in our identification, assessment or management of cybersecurity threats impacting our operations and the public's reaction to reported cybersecurity incidents, including the reputational impact on our business and value of our common stock;
- Costs of complying with governmental laws and regulations, including environmental standards imposed on office building owners;
- Uninsured losses or losses in excess of our insurance coverage, and our inability to obtain adequate insurance coverage at a reasonable cost;
- Additional risks and costs associated with directly managing properties occupied by governmental tenants, such as potential changes in the political environment, a reduction in federal or state funding of our governmental tenants, government layoffs or an increased risk of default by government tenants during periods in which state or federal governments are shut down or on furlough;
- Significant price and volume fluctuations in the public markets, including on the exchange which we listed our common stock;
- Risks associated with incurring mortgage and other indebtedness, including changing capital reserve requirements on our lenders and rising interest rates for new debt financings;

- A downgrade in our credit ratings, the credit ratings of Piedmont Operating Partnership, L.P. ("Piedmont OP") or the credit ratings of our or Piedmont OP's unsecured debt securities, which could, among other effects, trigger an increase in the stated rate of one or more of our unsecured debt instruments;
- The effect of future offerings of debt or equity securities on the value of our common stock;
- Additional risks and costs associated with adverse U.S. global and economic conditions, inflation and potential increases in the rate of inflation, including the impact of a possible recession, uncertainty and volatility in financial markets, and any changes in governmental rules, regulations, and fiscal policies;
- Uncertainties associated with environmental and regulatory matters;
- Changes in the financial condition of our tenants directly or indirectly resulting from geopolitical developments that could negatively affect important supply chains and international trade, the termination or threatened termination of existing international trade agreements, or the implementation of tariffs or retaliatory tariffs on imported or exported goods;
- The effect of any litigation to which we are, or may become, subject;
- Additional risks and costs associated with owning properties occupied by tenants in particular industries, such as oil and gas, hospitality, travel, co-working, etc., including risks of default during start-up and during economic downturns;
- Changes in tax laws impacting REITs and real estate in general, as well as our ability to continue to qualify as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"), or other tax law changes which may adversely affect our stockholders;
- The future effectiveness of our internal controls and procedures;
- Actual or threatened public health epidemics or outbreaks of highly infectious or contagious diseases, as well as immediate and long-term governmental and private measures taken to combat such health crises; and
- Other factors, including the risk factor described in Item 1A. Risk Factors of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, as well as the risk factors discussed under Item 1A. of our Annual Report on Form 10-K for the year ended December 31, 2024.

Management believes these forward-looking statements are reasonable; however, undue reliance should not be placed on any forward-looking statements, which are based on current expectations. Further, forward-looking statements speak only as of the date they are made, and management undertakes no obligation to update publicly any of them in light of new information or future events.

Information Regarding Disclosures Presented

Annualized Lease Revenue ("ALR") is calculated by multiplying (i) current rental payments (defined as base rent plus operating expense reimbursements, if payable by the tenant on a monthly basis under the terms of a lease that has been executed, but excluding (a) rental abatements and (b) rental payments related to executed but not commenced leases for space that was covered by an existing lease), by (ii) 12. In instances in which contractual rents or operating expense reimbursements are collected on an annual, semi-annual, or quarterly basis, such amounts are multiplied by a factor of 1, 2, or 4, respectively, to calculate the annualized figure. For leases that have been executed but not commenced relating to unleased space, ALR is calculated by multiplying (i) the monthly base rental payment (excluding abatements) plus any operating expense reimbursements for the initial month of the lease term, by (ii) 12. Unless stated otherwise, this measure excludes revenues associated with development properties and properties taken out of service for redevelopment, if any.

PART I. FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS.

The information presented in the accompanying consolidated balance sheets and related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows reflects all adjustments that are, in management's opinion, necessary for a fair and consistent presentation of financial position, results of operations, and cash flows in accordance with generally accepted accounting principles ("GAAP").

The accompanying financial statements should be read in conjunction with the notes to Piedmont's financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in this report on Form 10-Q and with Piedmont's Annual Report on Form 10-K for the year ended December 31, 2024. Piedmont's results of operations for the six months ended June 30, 2025 are not necessarily indicative of the operating results expected for the full year.

PIEDMONT REALTY TRUST, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except for share and per share amounts)

	(Unaudited) June 30, 2025	December 31, 2024
Assets:		
Real estate assets, at cost:		
Land	\$ 545,101	\$ 552,744
Buildings and improvements, less accumulated depreciation of \$1,199,698 and \$1,150,892 as of June 30, 2025 and December 31, 2024, respectively	2,711,670	2,743,912
Intangible lease assets, less accumulated amortization of \$68,474 and \$75,982 as of June 30, 2025 and December 31, 2024, respectively	52,252	60,479
Construction in progress	108,208	104,104
Total real estate assets	3,417,231	3,461,239
Cash and cash equivalents	3,314	109,637
Tenant receivables	4,386	5,524
Straight-line rent receivables	207,025	193,783
Restricted cash and escrows	4,501	4,245
Prepaid expenses and other assets	29,802	25,792
Goodwill	53,491	53,491
Interest rate swaps	72	671
Deferred lease costs, less accumulated amortization of \$198,398 and \$204,150 as of June 30, 2025 and December 31, 2024, respectively	260,441	260,269
Total assets	<u>\$ 3,980,263</u>	<u>\$ 4,114,651</u>
Liabilities:		
Unsecured debt, net of unamortized discount and debt issuance costs of \$21,349 and \$20,077 as of June 30, 2025 and December 31, 2024, respectively	\$ 1,987,111	\$ 2,029,923
Secured debt	190,641	192,423
Accounts payable, accrued expenses and accrued capital expenditures	131,104	149,048
Dividends payable	—	15,298
Deferred income	94,529	107,030
Intangible lease liabilities, less accumulated amortization of \$31,391 and \$33,641 as of June 30, 2025 and December 31, 2024, respectively	28,752	32,794
Interest rate swaps	116	8
Total liabilities	2,432,253	2,526,524
Commitments and Contingencies (Note 8)	—	—
Stockholders' Equity:		
Shares-in-trust, 150,000,000 shares authorized; none outstanding as of June 30, 2025 or December 31, 2024	—	—
Preferred stock, no par value, 100,000,000 shares authorized; none outstanding as of June 30, 2025 or December 31, 2024	—	—
Common stock, \$0.01 par value, 750,000,000 shares authorized; 124,492,277 and 124,083,038 shares issued and outstanding as of June 30, 2025 and December 31, 2024, respectively	1,245	1,241
Additional paid-in capital	3,725,769	3,723,680
Cumulative distributions in excess of earnings	(2,170,642)	(2,128,194)
Accumulated other comprehensive loss	(9,873)	(10,123)
Piedmont stockholders' equity	1,546,499	1,586,604
Noncontrolling interest	1,511	1,523
Total stockholders' equity	1,548,010	1,588,127
Total liabilities and stockholders' equity	<u>\$ 3,980,263</u>	<u>\$ 4,114,651</u>

See accompanying notes

PIEDMONT REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

(in thousands, except for share and per share amounts)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2025	2024	2025	2024
Revenues:				
Rental and tenant reimbursement revenue	\$ 133,954	\$ 136,670	\$ 270,018	\$ 275,751
Property management fee revenue	81	482	162	639
Other property related income	6,257	6,110	12,798	11,410
	<u>140,292</u>	<u>143,262</u>	<u>282,978</u>	<u>287,800</u>
Expenses:				
Property operating costs	55,610	58,565	113,524	118,009
Depreciation	40,646	38,814	81,539	77,683
Amortization	14,785	18,097	30,206	36,217
Impairment charges	—	—	—	18,432
General and administrative	7,960	8,352	15,523	15,964
	<u>119,001</u>	<u>123,828</u>	<u>240,792</u>	<u>266,305</u>
Other income (expense):				
Interest expense	(31,954)	(29,569)	(63,631)	(59,283)
Other income	133	328	528	606
Loss on early extinguishment of debt	(7,500)	—	(8,000)	(386)
Gain on sale of real estate assets	1,224	—	2,013	—
	<u>(38,097)</u>	<u>(29,241)</u>	<u>(69,090)</u>	<u>(59,063)</u>
Net loss	(16,806)	(9,807)	(26,904)	(37,568)
Net income applicable to noncontrolling interest	(2)	(2)	(8)	(4)
Net loss applicable to Piedmont	\$ (16,808)	\$ (9,809)	\$ (26,912)	\$ (37,572)
Per share information – basic and diluted:				
Net loss applicable to common stockholders	<u>\$ (0.14)</u>	<u>\$ (0.08)</u>	<u>\$ (0.22)</u>	<u>\$ (0.30)</u>
Weighted-average common shares outstanding – basic and diluted	124,458,941	123,953,442	124,359,010	123,876,562

See accompanying notes

PIEDMONT REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (UNAUDITED)
(in thousands)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2025	2024	2025	2024
Net loss applicable to Piedmont	<u>\$(16,808)</u>	<u>\$ (9,809)</u>	<u>\$ (26,912)</u>	<u>\$ (37,572)</u>
Other comprehensive income/(loss):				
Effective portion of gain on derivative instruments that are designated and qualify as cash flow hedges (See Note 4)	419	828	178	3,260
Minus: Reclassification of net loss/(gain) included in net loss (See Note 4)	283	(918)	72	(2,022)
Other comprehensive income/(loss)	<u>702</u>	<u>(90)</u>	<u>250</u>	<u>1,238</u>
Comprehensive loss applicable to Piedmont	<u>\$(16,106)</u>	<u>\$ (9,899)</u>	<u>\$ (26,662)</u>	<u>\$ (36,334)</u>

See accompanying notes

PIEDMONT REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE THREE MONTHS ENDED JUNE 30, 2025 AND 2024
(in thousands, except per share amounts)

	Common Stock		Additional Paid-In Capital	Cumulative Distributions in Excess of Earnings	Accumulated Other Comprehensive Income/(Loss)	Non- controlling Interest	Total Stockholders' Equity
	Shares	Amount					
Balance, March 31, 2025	124,408	\$ 1,244	\$3,723,373	\$ (2,153,834)	\$ (10,575)	\$ 1,523	\$ 1,561,731
Dividends to stockholders of subsidiaries	—	—	—	—	—	(14)	(14)
Shares issued and amortized under the 2007 Omnibus Incentive Plan, net of tax	84	1	2,396	—	—	—	2,397
Net income applicable to noncontrolling interest	—	—	—	—	—	2	2
Net loss applicable to Piedmont	—	—	—	(16,808)	—	—	(16,808)
Other comprehensive income	—	—	—	—	702	—	702
Balance, June 30, 2025	124,492	\$ 1,245	\$3,725,769	\$ (2,170,642)	\$ (9,873)	\$ 1,511	\$ 1,548,010

	Common Stock		Additional Paid-In Capital	Cumulative Distributions in Excess of Earnings	Accumulated Other Comprehensive Income/(Loss)	Non- controlling Interest	Total Stockholders' Equity
	Shares	Amount					
Balance, March 31, 2024	123,888	\$ 1,239	\$3,717,599	\$ (2,030,389)	\$ (8,090)	\$ 1,553	\$ 1,681,912
Costs of issuance of common stock	—	—	(89)	—	—	—	(89)
Dividends to common stockholders (\$0.125 per share) and stockholders of subsidiaries	—	—	—	(15,499)	—	(13)	(15,512)
Shares issued and amortized under the 2007 Omnibus Incentive Plan, net of tax	107	1	1,909	—	—	—	1,910
Net income applicable to noncontrolling interest	—	—	—	—	—	2	2
Net loss applicable to Piedmont	—	—	—	(9,809)	—	—	(9,809)
Other comprehensive loss	—	—	—	—	(90)	—	(90)
Balance, June 30, 2024	123,995	\$ 1,240	\$3,719,419	\$ (2,055,697)	\$ (8,180)	\$ 1,542	\$ 1,658,324

See accompanying notes

PIEDMONT REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE SIX MONTHS ENDED JUNE 30, 2025 AND 2024
(in thousands, except per share amounts)

	Common Stock		Additional Paid-In Capital	Cumulative Distributions in Excess of Earnings	Accumulated Other Comprehensive Income/(Loss)	Non- controlling Interest	Total Stockholders' Equity
	Shares	Amount					
Balance, December 31, 2024	124,083	\$ 1,241	\$3,723,680	\$ (2,128,194)	\$ (10,123)	\$ 1,523	\$ 1,588,127
Costs of issuance of common stock	—	—	(168)	—	—	—	(168)
Dividends to common stockholders (\$0.125 per share) and stockholders of subsidiaries	—	—	—	(15,536)	—	(20)	(15,556)
Shares issued and amortized under the 2007 Omnibus Incentive Plan, net of tax	409	4	2,257	—	—	—	2,261
Net income applicable to noncontrolling interest	—	—	—	—	—	8	8
Net loss applicable to Piedmont	—	—	—	(26,912)	—	—	(26,912)
Other comprehensive income	—	—	—	—	250	—	250
Balance, June 30, 2025	124,492	\$ 1,245	\$3,725,769	\$ (2,170,642)	\$ (9,873)	\$ 1,511	\$ 1,548,010

	Common Stock		Additional Paid-In Capital	Cumulative Distributions in Excess of Earnings	Accumulated Other Comprehensive Income/(Loss)	Non- controlling Interest	Total Stockholders' Equity
	Shares	Amount					
Balance, December 31, 2023	123,715	\$ 1,237	\$3,716,742	\$ (1,987,147)	\$ (9,418)	\$ 1,558	\$ 1,722,972
Costs of issuance of common stock	—	—	(89)	—	—	—	(89)
Dividends to common stockholders (\$0.25 per share) and stockholders of subsidiaries	—	—	—	(30,978)	—	(20)	(30,998)
Shares issued and amortized under the 2007 Omnibus Incentive Plan, net of tax	280	3	2,766	—	—	—	2,769
Net income applicable to noncontrolling interest	—	—	—	—	—	4	4
Net loss applicable to Piedmont	—	—	—	(37,572)	—	—	(37,572)
Other comprehensive income	—	—	—	—	1,238	—	1,238
Balance, June 30, 2024	123,995	\$ 1,240	\$3,719,419	\$ (2,055,697)	\$ (8,180)	\$ 1,542	\$ 1,658,324

See accompanying notes

PIEDMONT REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in thousands)

	Six Months Ended	
	June 30,	
	2025	2024
Cash Flows from Operating Activities:		
Net loss	\$ (26,904)	\$ (37,568)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	81,539	77,683
Amortization of debt issuance costs inclusive of settled interest rate swaps	3,987	3,040
Other amortization	28,339	33,364
Impairment charges	—	18,432
Loss on early extinguishment of debt	8,000	386
Stock compensation expense	4,650	4,082
Gain on sale of real estate assets	(2,013)	—
Changes in assets and liabilities:		
Increase in tenant and straight-line rent receivables	(14,527)	(7,054)
(Increase)/decrease in prepaid expenses and other assets	(4,845)	2,005
Decrease in accounts payable and accrued expenses	(12,148)	(1,021)
Decrease in deferred income	(12,261)	(3,162)
Net cash provided by operating activities	<u>53,817</u>	<u>90,187</u>
Cash Flows from Investing Activities:		
Capitalized expenditures	(81,572)	(96,991)
Net sales proceeds from wholly-owned properties	31,351	53,308
Deferred lease costs paid	(20,818)	(23,839)
Net cash used in investing activities	<u>(71,039)</u>	<u>(67,522)</u>
Cash Flows from Financing Activities:		
Debt issuance and other costs paid	(291)	(1,931)
Proceeds from debt	482,087	918,972
Repayments of debt	(530,322)	(752,865)
Premiums paid to repurchase senior notes	(7,098)	—
Costs of issuance of common stock	(168)	(89)
Value of shares withheld for payment of taxes related to employee stock compensation	(2,199)	(995)
Dividends paid	(30,854)	(46,141)
Net cash (used in)/provided by financing activities	<u>(88,845)</u>	<u>116,951</u>
Net (decrease)/increase in cash, cash equivalents, and restricted cash and escrows	(106,067)	139,616
Cash, cash equivalents, and restricted cash and escrows, beginning of period	113,882	4,206
Cash, cash equivalents, and restricted cash and escrows, end of period	\$ 7,815	\$ 143,822

See accompanying notes

PIEDMONT REALTY TRUST, INC.
CONDENSED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2025
(Unaudited)

1. Organization

Piedmont Realty Trust, Inc. ("Piedmont") (NYSE: PDM) is a Maryland corporation that operates in a manner so as to qualify as a real estate investment trust ("REIT") for federal income tax purposes and engages in the ownership, management, development, redevelopment, and operation of high-quality, Class A office properties located primarily in major U.S. Sunbelt markets. Piedmont was incorporated in 1997 and commenced operations in 1998. Piedmont conducts business through its wholly-owned subsidiary, Piedmont Operating Partnership, L.P. ("Piedmont OP"), a Delaware limited partnership. Piedmont OP owns properties directly, through wholly-owned subsidiaries, and through various joint ventures which it controls. References to Piedmont herein shall include Piedmont and all of its subsidiaries, including Piedmont OP and its subsidiaries and joint ventures.

As of June 30, 2025, Piedmont owned and operated a portfolio comprised of 29 in-service projects and three redevelopment projects. The in-service office projects total approximately 14.9 million square feet (unaudited) of primarily Class A office space and were 88.7% leased as of June 30, 2025.

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The consolidated financial statements of Piedmont are prepared in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC"), including the instructions to Form 10-Q and Article 10 of Regulation S-X, and do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, the statements for the unaudited interim periods presented include all adjustments, which are of a normal and recurring nature, necessary for a fair presentation of the results for such periods. Results for these interim periods are not necessarily indicative of a full year's results.

Piedmont's consolidated financial statements include the accounts of Piedmont, Piedmont's wholly-owned subsidiaries, any variable interest entity ("VIE") of which Piedmont or any of its wholly-owned subsidiaries is considered to have the power to direct the activities of the entity and the obligation to absorb losses/right to receive benefits, or any entity in which Piedmont or any of its wholly-owned subsidiaries owns a controlling interest. In determining whether Piedmont or Piedmont OP has a controlling interest, the following factors, among others, are considered: equity ownership, voting rights, protective rights of investors, and participatory rights of investors. For further information, refer to the financial statements and footnotes included in Piedmont's Annual Report on Form 10-K for the year ended December 31, 2024.

All intercompany balances and transactions have been eliminated upon consolidation.

Further, Piedmont has formed special purpose entities to acquire and hold real estate. Each special purpose entity is a separate legal entity. Consequently, the assets of these special purpose entities are not available to all creditors of Piedmont. The assets owned by these special purpose entities are being reported on a consolidated basis with Piedmont's assets for financial reporting purposes only.

Use of Estimates

The preparation of the accompanying consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the accompanying consolidated financial statements and notes. The most significant of these estimates include the underlying cash flows and holding periods used in assessing impairment, judgments regarding the recoverability of goodwill, and the assessment of the collectability of receivables. While Piedmont has made, what it believes to be, appropriate accounting estimates based on the facts and circumstances available as of the reporting date, actual results could differ materially from those estimates.

Income Taxes

Piedmont has elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended, and has operated as such, beginning with its taxable year ended December 31, 1998. To qualify as a REIT, Piedmont must meet certain organizational and operational requirements, including a requirement to distribute at least 90% of its annual REIT taxable income. As a REIT, Piedmont is generally not subject to federal income taxes, subject to fulfilling, among other things, its taxable income distribution requirement. Piedmont is subject to certain taxes related to the operations of properties in certain locations, as well as operations conducted by its taxable REIT subsidiary which have been provided for in the financial statements.

Operating Leases

Piedmont recognized the following fixed and variable lease payments, which together comprised rental and tenant reimbursement revenue in the accompanying consolidated statements of operations for the three and six months ended June 30, 2025 and 2024, respectively, as follows (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Fixed payments	\$ 111,130	\$ 111,581	\$ 222,906	\$ 224,894
Variable payments	22,824	25,089	47,112	50,857
Total Rental and Tenant Reimbursement Revenue	\$ 133,954	\$ 136,670	\$ 270,018	\$ 275,751

Recent Accounting Pronouncements

Income Tax Disclosure

The Financial Accounting Standards Board (the "FASB") has issued ASU No. 2023-09, *Income Taxes (Topic 740), Improvements to Income Tax Disclosures* ("ASU 2023-09"). ASU 2023-09 requires expanded disclosure of tax information, including a rate reconciliation and the amounts of annual income taxes paid (net of refunds received), segregated by federal, state, and local jurisdictions. The amendments of ASU 2023-09 also require disclosure of income from continuing operations before income tax separated by domestic and foreign income, and eliminate the requirement to disclose the nature and estimates of the range of reasonable possible changes to unrecognized tax benefits within the following twelve months of the reporting period end. ASU 2023-09 is effective for Piedmont beginning with the filing of the Form 10-K for the year ended December 31, 2025. Piedmont is currently evaluating the potential impact of adoption; however, Piedmont does not anticipate any material impact to its consolidated financial statements as a result of adoption of ASU 2023-09.

Income Statement Expense Disaggregation Disclosures

The FASB has also issued Accounting Standards Update ("ASU") No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses* ("ASU 2024-03"). ASU 2024-03 aims to enhance the transparency and presentation of income statement expenses in response to increasing demand from investors and other stakeholders for greater clarity and comparability surrounding the nature and composition of an entity's expenses. The amendments of ASU 2024-03 require tabular disclosure of certain cost and expense information, such as employee compensation, in the footnotes to the financial statements. ASU 2024-03 is effective for Piedmont beginning with the Form 10-K for the year ended December 31, 2027, and subsequent interim periods beginning in calendar-year 2028. Piedmont is currently evaluating the potential impact of adoption; however, Piedmont does not anticipate any material impact to its consolidated financial statements as a result of adoption of ASU 2024-03.

3. Debt

During the three months ended June 30, 2025, Piedmont repurchased approximately \$67.5 million of the aggregate principal amount of its \$600 Senior Unsecured Notes due 2028, resulting in the recognition of an approximately \$7.5 million loss on early extinguishment of debt.

During the six months ended June 30, 2025, Piedmont amended the \$200 Million Unsecured 2024 Term Loan (as amended, the "\$325 Million Unsecured 2024 Term Loan") to increase the principal amount of the loan by \$125 million to a total of \$325 million and to add two six-month extension options for a final maturity date of January 29, 2028, provided that Piedmont is not in default as of the extension date and upon payment of extension fees. The net proceeds from the \$325 Million Unsecured 2024 Term Loan and Piedmont's \$600 Million Unsecured 2022 Line of Credit, along with cash on hand, were used to repay the \$250 Million Unsecured 2018 Term Loan that was scheduled to mature in March of 2025. In conjunction with this repayment, Piedmont recognized a loss of approximately \$0.5 million as a result of expensing unamortized financing costs due to the early extinguishment of debt.

Finally, during the six months ended June 30, 2025, Piedmont recast the \$600 Million Unsecured 2022 Line of Credit to extend the maturity date to June 30, 2028, with two additional one-year extension options, for a final maturity date of June 30, 2030, provided that Piedmont is not in default as of the extension date and upon payment of extension fees.

The following table summarizes the terms of Piedmont's consolidated indebtedness outstanding as of June 30, 2025 and December 31, 2024 (in thousands):

Facility ⁽¹⁾	Stated Rate	Effective Rate	Maturity	Amount Outstanding as of	
				June 30, 2025	December 31, 2024
<i>Secured (Fixed)</i>					
\$197 Million Fixed Rate Mortgage	4.10 %	4.10 %	10/1/2028	\$ 190,641	\$ 192,423
<i>Unsecured (Variable and Fixed)</i>					
\$250 Million Unsecured 2018 Term Loan	SOFR + 1.20%	4.79 %	3/31/2025	\$ —	\$ 250,000
\$600 Million Unsecured 2022 Line of Credit	SOFR + 1.05% ⁽³⁾	5.60 % ⁽⁴⁾	6/30/2028 ⁽⁵⁾	151,000	—
\$325 Million Unsecured 2024 Term Loan	SOFR + 1.30% ⁽³⁾	5.48 % ⁽⁶⁾	1/29/2027 ⁽⁷⁾	325,000	200,000
\$600 Million Unsecured Senior Notes due 2028	9.25 %	9.25 %	7/20/2028	532,460	600,000
\$400 Million Unsecured Senior Notes due 2029	6.88 %	7.11 %	7/15/2029	400,000	400,000
\$300 Million Unsecured Senior Notes due 2030	3.15 %	3.90 %	8/15/2030	300,000	300,000
\$300 Million Unsecured Senior Notes due 2032	2.75 %	2.78 %	4/1/2032	300,000	300,000
Unamortized discounts and debt issuance costs				(21,349)	(20,077)
Subtotal/Weighted Average		6.17 %		\$ 1,987,111	\$ 2,029,923
Total/Weighted Average		5.99 %		\$ 2,177,752	\$ 2,222,346

⁽¹⁾ All of Piedmont's outstanding debt as of June 30, 2025 is unsecured and interest-only until maturity, except for the \$197 Million Fixed Rate Mortgage, which is secured by 1180 Peachtree Street.

⁽²⁾ Effective rate after consideration of settled or in-place interest rate swap agreements and issuance discounts.

⁽³⁾ The all-in interest rates associated for the SOFR selections are comprised of the relevant adjusted SOFR rate (calculated as the base SOFR interest rate plus a fixed adjustment of 0.10%) and a stated interest rate spread that can vary from 0.72% to 1.40% on the \$600 Million Unsecured 2022 Line of Credit and 0.85% to 1.70% on the \$325 Million Unsecured 2024 Term Loan based upon the

then current credit rating (as defined in the respective loan agreement) of Piedmont or Piedmont OP.

- (4) On a periodic basis, Piedmont may select from multiple interest rate options, including the prime rate and various-length SOFR locks on all or a portion of the principal.
- (5) Piedmont may extend the term of the \$600 Million Unsecured 2022 Line of Credit for up to two additional years (through two available one-year extensions to a final extended maturity date of June 30, 2030); provided that Piedmont is not then in default and upon payment of extension fees.
- (6) This term loan has a stated variable rate; however, Piedmont has entered into interest rate swap agreements that effectively fix the interest rate on the aggregate principal amount of the term loan to 5.48% through February 1, 2026, assuming no change in Piedmont's or Piedmont OP's credit rating. See [Note 4](#) for disclosures of Piedmont's derivative instruments.
- (7) Piedmont may extend the term for up to two six-month extension options for a final maturity date of January 29, 2028; provided that Piedmont is not then in default and upon payment of extension fees.

Piedmont made interest payments on all debt facilities, including interest rate swap cash settlements, of approximately \$14.3 million and \$16.7 million for the three months ended June 30, 2025 and 2024, respectively, and approximately \$68.9 million and \$62.7 million for the six months ended June 30, 2025 and 2024, respectively. Also, Piedmont capitalized interest of approximately \$3.2 million and \$3.0 million for the three months ended June 30, 2025 and 2024, respectively, and approximately \$6.5 million and \$5.8 million for the six months ended June 30, 2025 and 2024, respectively. As of June 30, 2025, Piedmont believes it was in compliance with all financial covenants associated with its debt instruments.

See [Note 5](#) for a description of Piedmont's estimated fair value of debt as of June 30, 2025.

4. Derivative Instruments

Risk Management Objective of Using Derivatives

In addition to operational risks which arise in the normal course of business, Piedmont is exposed to economic risks such as interest rate, liquidity, and credit risk. In certain situations, Piedmont has entered into derivative financial instruments, specifically interest rate swap agreements, to manage interest rate risk exposure arising from current or future variable rate debt transactions. Interest rate swap agreements involve the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. Piedmont's objective in using interest rate derivatives is to add stability to interest expense and to manage its exposure to interest rate movements.

Cash Flow Hedges of Interest Rate Risk

Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty in exchange for Piedmont making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount.

During the six months ended June 30, 2025, Piedmont terminated eight interest rate swap agreements associated with the \$250 Million Unsecured 2018 Term Loan in conjunction with paying off the loan. Additionally, Piedmont entered into one new interest rate swap agreement to fully hedge the risk of changes in the interest-related cash flows associated with the additional \$125 million of principal resulting from the upsized \$325 Million Unsecured 2024 Term Loan (see [Note 3](#) above) through February 1, 2026. All of Piedmont's interest rate swap agreements are designated as effective cash flow hedges and are designated using SOFR. The maximum length of time over which Piedmont is hedging its exposure to the variability in future cash flows for forecasted transactions is 7 months.

A detail of Piedmont's interest rate derivatives outstanding as of June 30, 2025 is as follows:

Interest Rate Derivatives:	Number of Swap Agreements	Associated Debt Instrument	Total Notional Amount (in millions)	Effective Date	Maturity Date
Interest rate swaps	2	\$325 Million Unsecured 2024 Term Loan	\$ 80	2/1/2024	2/1/2026
Interest rate swaps	2	\$325 Million Unsecured 2024 Term Loan	120	9/3/2024	2/1/2026
Interest rate swaps	1	\$325 Million Unsecured 2024 Term Loan	125	2/19/2025	2/1/2026
Total			<u>\$ 325</u>		

Piedmont presents its interest rate derivatives on its consolidated balance sheets on a gross basis as interest rate swap assets and interest rate swap liabilities. A detail of Piedmont's interest rate derivatives on a gross and net basis as of June 30, 2025 and December 31, 2024, respectively, is as follows (in thousands):

Interest rate swaps classified as:	June 30, 2025	December 31, 2024
Gross derivative assets	\$ 72	\$ 671
Gross derivative liabilities	(116)	(8)
Net derivative asset/(liability)	<u>\$ (44)</u>	<u>\$ 663</u>

The gain/(loss) on Piedmont's interest rate derivatives, including previously settled forward swaps, that was recorded in OCI and the accompanying consolidated statements of operations as a component of interest expense for the three and six months ended June 30, 2025 and 2024, respectively, is as follows (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Interest Rate Swaps in Cash Flow Hedging Relationships				
Amount of gain recognized in OCI	\$ 419	\$ 828	\$ 178	\$ 3,260
Amount of previously recorded gain/(loss) reclassified from OCI into interest expense	\$ (283)	\$ 918	\$ (72)	\$ 2,022
Total amount of interest expense presented in the consolidated statements of operations	\$ (31,954)	\$ (29,569)	\$ (63,631)	\$ (59,283)
Total amount of loss on early extinguishment of debt presented in the consolidated statements of operations	\$ (7,500)	\$ —	\$ (8,000)	\$ (386)

Piedmont estimates that approximately \$2.0 million will be reclassified from OCI as an increase to interest expense over the next twelve months. Additionally, see [Note 5](#) for fair value disclosures of Piedmont's derivative instruments.

Credit-risk-related Contingent Features

Piedmont has agreements with its derivative counterparties that contain a provision whereby if Piedmont defaults on any of its indebtedness, including default where repayment of the indebtedness has not been accelerated by the lender, then Piedmont could also be declared in default on its derivative obligations. If Piedmont were to breach any of the contractual provisions of the derivative contracts, it could be required to settle its liability obligations under the agreements at their termination value of the estimated fair values plus accrued interest, or approximately \$44,000 as of June 30, 2025. Additionally, Piedmont has rights of set-off under certain of its derivative agreements related to potential termination fees and amounts payable under the agreements, if a termination were to occur.

5. Fair Value Measurement of Financial Instruments

Piedmont considers its cash and cash equivalents, tenant receivables, restricted cash and escrows, accounts payable and accrued expenses, interest rate swap agreements, and debt to meet the definition of financial instruments. The following table sets forth the carrying and estimated fair value for each of Piedmont's financial instruments, as well as its level within the GAAP fair value hierarchy, as of June 30, 2025 and December 31, 2024, respectively (in thousands):

Financial Instrument	June 30, 2025			December 31, 2024		
	Carrying Value	Estimated Fair Value	Level Within Fair Value Hierarchy	Carrying Value	Estimated Fair Value	Level Within Fair Value Hierarchy
Assets:						
Cash and cash equivalents ⁽¹⁾	\$ 3,314	\$ 3,314	Level 1	\$ 109,637	\$ 109,637	Level 1
Tenant receivables, net ⁽¹⁾	\$ 4,386	\$ 4,386	Level 1	\$ 5,524	\$ 5,524	Level 1
Restricted cash and escrows ⁽¹⁾	\$ 4,501	\$ 4,501	Level 1	\$ 4,245	\$ 4,245	Level 1
Interest rate swaps	\$ 72	\$ 72	Level 2	\$ 671	\$ 671	Level 2
Liabilities:						
Accounts payable and accrued expenses ⁽¹⁾	\$ 13,663	\$ 13,663	Level 1	\$ 51,035	\$ 51,035	Level 1
Interest rate swaps	\$ 116	\$ 116	Level 2	\$ 8	\$ 8	Level 2
Debt, net	\$ 2,177,752	\$ 2,228,932	Level 2	\$ 2,222,346	\$ 2,238,531	Level 2

⁽¹⁾ For the periods presented, the carrying value of these financial instruments approximates estimated fair value due to their short-term maturity.

Piedmont's debt was carried at book value as of June 30, 2025 and December 31, 2024; however, Piedmont's estimate of its fair value is disclosed in the table above. Piedmont uses widely accepted valuation techniques including discounted cash flow analysis based on the contractual terms of the debt facilities, including the period to maturity of each instrument, and uses observable market-based inputs for similar debt facilities which have transacted recently in the market. Therefore, the estimated fair values determined are considered to be based on significant other observable inputs (Level 2). Scaling adjustments are made to these inputs to make them applicable to the remaining life of Piedmont's outstanding debt. Piedmont has not changed its valuation technique for estimating the fair value of its debt.

Piedmont's interest rate swap agreements presented above, and as further discussed in [Note 4](#), are classified as "Interest rate swaps" in the accompanying consolidated balance sheets and were carried at estimated fair value as of June 30, 2025 and December 31, 2024. The valuation of these derivative instruments was determined using widely accepted valuation techniques including discounted cash flow analysis based on the contractual terms of the derivatives, including the period to maturity of each instrument, and uses observable market-based inputs, including interest rate curves and implied volatilities. Therefore, the estimated fair values determined are considered to be based on significant other observable inputs (Level 2). In addition, Piedmont considered both its own and the respective counterparties' risk of nonperformance in determining the estimated fair value of its derivative financial instruments by estimating the current and potential future exposure under the derivative financial instruments as of the valuation date. The credit risk of Piedmont and its counterparties was factored into the calculation of the estimated fair value of the interest rate swaps; however, as of June 30, 2025 and December 31, 2024, this credit valuation adjustment did not comprise a material portion of the estimated fair value. Therefore, Piedmont believes that any unobservable inputs used to determine the estimated fair values of its derivative financial instruments are not significant to the fair value measurements in their entirety, and does not consider any of its derivatives to be Level 3 financial instruments.

6. Impairment Charges

During the six months ended June 30, 2024, management shortened the intended hold period for the 750 West John Carpenter Freeway building located in Irving, Texas (part of the Dallas reportable segment), and in doing so, determined that the carrying value would not be recovered from the undiscounted future operating cash flows associated with the asset and its eventual disposition. As a result, Piedmont recognized an impairment charge of approximately \$17.5 million calculated based on the difference between the carrying value of the asset and the estimated fair value. The estimated fair value was determined based on a negotiated potential selling price with an unrelated, third-party. On July 23, 2024, Piedmont completed the sale of the 750 West John Carpenter Freeway building.

Additionally, during the six months ended June 30, 2024, Piedmont recognized an impairment charge of approximately \$0.9 million in conjunction with the sale of One Lincoln Park located in Dallas, Texas (part of the Dallas reportable segment). The offer to purchase, contractual negotiations, due diligence, and completion of the sale all occurred during the six months ended June 30, 2024.

7. Goodwill

The carrying amount of Piedmont's goodwill allocated to each of its reportable segments in total and net of accumulated impairment charges, as of June 30, 2025 and December 31, 2024 is as follows (in thousands):

	Atlanta	Dallas	Orlando	Northern Virginia/ Washington, D.C.	Minneapolis	New York	Boston	Total
Balance as of December 31, 2024:								
Goodwill	\$ 18,563	\$ 18,525	\$ 10,818	\$ 15,981	\$ 10,957	\$ 10,585	\$ 13,489	\$ 98,918
Accumulated impairment charges	—	—	—	(15,981)	(10,957)	(5,000)	(13,489)	(45,427)
	18,563	18,525	10,818	—	—	5,585	—	53,491
2025 impairment charges	—	—	—	—	—	—	—	—
Balance as of June 30, 2025:								
Goodwill	\$ 18,563	\$ 18,525	\$ 10,818	\$ 15,981	\$ 10,957	\$ 10,585	\$ 13,489	\$ 98,918
Accumulated impairment charges	—	—	—	(15,981)	(10,957)	(5,000)	(13,489)	(45,427)
	\$ 18,563	\$ 18,525	\$ 10,818	\$ —	\$ —	\$ 5,585	\$ —	\$ 53,491

8. Commitments and Contingencies

Commitments Under Existing Lease Agreements

As a recurring part of its business, Piedmont is typically required under its executed lease agreements to fund tenant improvements, leasing commissions, and building improvements. In addition, certain agreements contain provisions that require Piedmont to issue corporate or property guarantees to provide funding for capital improvements or other financial obligations. As of June 30, 2025, Piedmont had one individually significant tenant allowance commitment greater than \$10 million. These commitments will be capitalized as the related expenditures are incurred.

Contingencies Related to Tenant Audits/Disputes

Certain lease agreements include provisions that grant tenants the right to engage independent auditors to audit their annual operating expense reconciliations. Such audits may result in different interpretations of language in the lease agreements from that made by Piedmont, which could result in requests for refunds of previously recognized tenant reimbursement revenues, resulting in financial loss to Piedmont. There were no such reductions during the three and six months ended June 30, 2025 or 2024.

9. Property Dispositions

The following properties were sold during the six months ended June 30, 2025 and 2024 (in thousands):

Buildings Sold	Location / Reportable Segment	Date of Sale	Gain on Sale of Real Estate Assets	Net Sales Proceeds
One Lincoln Park	Dallas, Texas / Dallas	March 20, 2024	\$ —	\$ 53,308
161 Corporate Center	Irving, Texas / Dallas	February 18, 2025	\$ 108	\$ 4,980
80 and 90 Central	Boxborough, Massachusetts / Boston	May 30, 2025	\$ 1,224	\$ 25,690

Piedmont recognized a gain on sale of real estate assets of \$0.7 million during the six months ended June 30, 2025 related to the return of amounts held in escrow for the 750 West John Carpenter building sold in July 2024.

10. Stock Based Compensation

Annually, the Compensation Committee of Piedmont's Board of Directors has granted deferred stock award units to certain employees at its discretion. Employee awards typically vest ratably over four years. In addition, Piedmont's independent directors receive an annual grant of deferred stock award units for services rendered and such awards vest over a one-year service period.

Certain management employees' long-term equity incentive program is allocated between the deferred stock award units described above and a multi-year performance share program whereby actual awards are contingent upon Piedmont's total stockholder return ("TSR") performance relative to the TSR of a peer group of office REITs. The target incentives for these employees, as well as the peer group to be used for comparative purposes, are predetermined by the board of directors, based on advice given by a third-party compensation consultant. The number of shares earned, if any, are determined at the end of the multi-year performance period (or upon termination) and vest immediately. In the event that a participant's employment is terminated prior to the end of the multi-year period, in certain circumstances the participant may be entitled to a pro-rated award based on Piedmont's TSR relative performance as of the termination date. The grant date fair value of the multi-year performance share awards is estimated using the Monte Carlo valuation method and is recognized ratably over the performance period.

A roll forward of Piedmont's equity based award activity for the six months ended June 30, 2025 is as follows:

	Shares	Weighted-Average Grant Date Fair Value
Unvested and Potential Stock Awards as of December 31, 2024	3,018,435	\$ 9.20
Deferred Stock Awards Granted	560,810	\$ 8.15
Performance Stock Awards Granted	509,686	\$ 10.05
Change in Estimated Potential Share Awards based on TSR Performance	(376,707)	\$ 9.22
Performance Stock Awards Vested	(261,928)	\$ 13.69
Deferred Stock Awards Vested	(423,853)	\$ 9.03
Unvested and Potential Stock Awards as of June 30, 2025	3,026,443	\$ 8.78

The following table provides additional information regarding stock award activity during the three and six months ended June 30, 2025 and 2024, respectively (in thousands, except per share amounts):

	Three Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Weighted-Average Grant Date Fair Value per share of Deferred Stock Granted During the Period	\$ 6.90	\$ 6.95	\$ 8.15	\$ 6.60
Total Grant Date Fair Value of Deferred Stock Vested During the Period	\$ 650	\$ 800	\$ 3,828	\$ 4,601

A detail of Piedmont's outstanding stock awards and programs as of June 30, 2025 is as follows:

Date of grant	Type of Award	Net Shares Granted ⁽¹⁾	Grant Date Fair Value	Vesting Schedule	Unvested Shares
February 13, 2023	Deferred Stock Award	293,991	\$ 10.55	Of the shares granted, 25% vested on the date of grant, and 25% vested or will vest on February 13, 2024, 2025, and 2026, respectively.	86,315
February 23, 2023	2023-2025 Performance Share Program	—	\$ 12.37	Shares awarded, if any, will vest immediately upon determination of award in 2026.	264,362 ⁽²⁾
February 23, 2023	Deferred Stock Award	317,321	\$ 9.47	Of the shares granted, 25% will vest on February 23, 2024, 2025, 2026, and 2027, respectively.	166,695
February 20, 2024	2024-2026 Performance Share Program	—	\$ 7.64	Shares awarded, if any, will vest immediately upon determination of award in 2027.	873,410 ⁽²⁾
February 20, 2024	Deferred Stock Award	468,436	\$ 6.55	Of the shares granted, 25% will vest on February 20, 2025, 2026, 2027, and 2028, respectively.	359,288
October 1, 2024	Deferred Stock Award	60,606	\$ 9.90	Of the shares granted, 25% vested or will vest on October 1, 2025, 2026, 2027, and 2028 respectively.	60,606
October 28, 2024	Deferred Stock Award	322,101	\$ 10.09	Of the shares granted, 100% will vest on October 28, 2029.	322,101
February 3, 2025	Deferred Stock Award	432,138	\$ 8.52	Of the shares granted, 25% vested or will vest on February 3, 2026, 2027, 2028, and 2029, respectively.	432,138
February 3, 2025	2025-2027 Performance Share Program	—	\$ 10.05	Shares awarded, if any, will vest immediately upon determination of award in 2028.	339,792 ⁽²⁾
May 15, 2025	Deferred Stock Award-Board of Directors	121,736	\$ 6.90	Of the shares granted, 100% will vest on the earlier of the 2026 Annual Meeting or May 15, 2026.	121,736
Total					<u>3,026,443</u>

⁽¹⁾ Amounts reflect the total original grant to employees and independent directors, net of shares surrendered upon vesting to satisfy required minimum tax withholding obligations through June 30, 2025.

⁽²⁾ Estimated based on Piedmont's cumulative TSR for the respective performance period through June 30, 2025. Share estimates are subject to change in future periods based upon Piedmont's relative TSR performance compared to its peer group of office REITs.

During the three months ended June 30, 2025 and 2024, Piedmont recognized approximately \$2.5 million and \$2.2 million, respectively, of compensation expense related to the amortization of unvested and potential stock awards. During the six months ended June 30, 2025 and 2024, Piedmont recognized approximately \$4.6 million and \$4.1 million, respectively, of compensation expense related to the amortization of unvested and potential stock awards. During the six months ended June 30, 2025, 409,239 shares (net of shares surrendered upon vesting to satisfy required minimum tax withholding obligations) were issued to employees. As of June 30, 2025, approximately \$18.7 million of unrecognized compensation cost related to unvested and potential stock awards remained, which Piedmont will record in its consolidated statements of operations over a weighted-average vesting period of approximately two years.

11. Supplemental Disclosures for the Statement of Consolidated Cash Flows

Certain non-cash investing and financing activities for the six months ended June 30, 2025 and 2024 (in thousands) are outlined below:

	Six Months Ended	
	June 30, 2025	June 30, 2024
Tenant improvements funded by tenants	\$ —	\$ 13,845
Accrued capital expenditures and deferred lease costs	\$ 17,522	\$ 35,294
Change in accrued dividends	\$ (15,298)	\$ (15,143)
Change in accrued deferred financing costs	\$ —	\$ (232)

The following table provides a reconciliation of cash, cash equivalents, and restricted cash and escrows as presented in the accompanying consolidated statements of cash flows for the six months ended June 30, 2025 and 2024, to the consolidated balance sheets for the respective period (in thousands):

	2025	2024
Cash and cash equivalents, beginning of period	\$ 109,637	\$ 825
Restricted cash and escrows, beginning of period	4,245	3,381
Total cash, cash equivalents, and restricted cash and escrows as presented in the accompanying consolidated statement of cash flows, beginning of period	\$ 113,882	\$ 4,206
Cash and cash equivalents, end of period	\$ 3,314	\$ 138,454
Restricted cash and escrows, end of period	4,501	5,368
Total cash, cash equivalents, and restricted cash and escrows as presented in the accompanying consolidated statement of cash flows, end of period	\$ 7,815	\$ 143,822

Amounts in restricted cash and escrows typically represent: escrow accounts required for future property repairs; escrow accounts for the payment of real estate taxes as required under certain of Piedmont's debt agreements; earnest money deposited by a buyer to secure the purchase of one of Piedmont's properties; or security or utility deposits held for tenants as a condition of their lease agreement.

12. Earnings Per Share

As Piedmont recognized a net loss for both the three and six months ended June 30, 2025 and 2024, earnings per share is computed using basic weighted-average common shares outstanding.

13. Segment Information

Piedmont's President and Chief Executive Officer has been identified as Piedmont's CODM, as defined by GAAP. The CODM evaluates Piedmont's portfolio and assesses the ongoing operations and performance of its projects utilizing the following geographic segments: Atlanta, Dallas, Orlando, Northern Virginia/Washington, D.C., Minneapolis, New York, and Boston. These operating segments are also Piedmont's reportable segments. As of June 30, 2025, Piedmont also owned two properties in Houston that do not meet the definition of an operating or reportable segment as the CODM does not regularly review these properties for purposes of allocating resources or assessing performance. Further, Piedmont does not maintain a significant

presence nor anticipate further investment in this market. These two properties are the primary contributors to accrual-based net operating income ("NOI") included in "Other" below. During the periods presented, there have been no material inter-segment transactions. The accounting policies of the reportable segments are the same as Piedmont's accounting policies.

NOI by geographic segment is the primary performance measure reviewed by Piedmont's CODM to assess operating performance and consists only of revenues and expenses directly related to real estate rental operations. NOI is calculated by deducting property operating costs and other segment items from lease revenues and other property related income. Other segment items consist primarily of allocated costs and salaries, which are recognized at the respective properties and eliminated in the preparation of consolidated financial statements. NOI reflects property acquisitions and dispositions, occupancy levels, rental rate increases or decreases, and the recoverability of operating expenses. Piedmont's calculation of NOI may not be directly comparable to similarly titled measures calculated by other REITs.

Asset value information and capital expenditures by segment are not reported because the CODM does not use these measures to assess performance.

The following table presents accrual-based revenues, expenses, and other segment items included in NOI by geographic reportable segment for the three months ended June 30, 2025 and 2024 (in thousands):

	Three Months Ended June 30, 2025			NOI
	Total Revenues	Property Operating Costs	Other Segment Items	
Atlanta	\$ 44,538	\$ 15,794	\$ 487	\$ 29,231
Dallas	26,386	10,874	112	15,624
Orlando	14,995	6,781	50	8,264
Northern Virginia/Washington, D.C.	12,724	5,438	164	7,450
Minneapolis	11,398	5,423	162	6,137
New York	14,662	6,514	21	8,169
Boston	10,671	3,896	11	6,786
Total reportable segments	135,374	54,720	1,007	81,661
Other	4,918	890	(975)	3,053
Totals	\$ 140,292	\$ 55,610	\$ 32	\$ 84,714

	Three Months Ended June 30, 2024			NOI
	Total Revenues	Property Operating Costs	Other Segment Items	
Atlanta	\$ 43,340	\$ 16,025	\$ 444	\$ 27,759
Dallas	26,818	11,411	103	15,510
Orlando	15,006	6,996	45	8,055
Northern Virginia/Washington, D.C.	15,142	5,938	164	9,368
Minneapolis	12,524	6,798	156	5,882
New York	13,619	5,895	20	7,744
Boston	11,295	4,159	10	7,146
Total reportable segments	137,744	57,222	942	81,464
Other	5,518	1,343	(1,090)	3,085
Totals	\$ 143,262	\$ 58,565	\$ (148)	\$ 84,549

The following table presents accrual-based revenues, property operating costs, and other segment items included in NOI by geographic reportable segment for the six months ended June 30, 2025 and 2024 (in thousands):

	Six Months Ended June 30, 2025			NOI
	Total Revenues	Property Operating Costs	Other Segment Items	
Atlanta	\$ 89,280	\$ 32,207	\$ 969	\$ 58,042
Dallas	53,272	21,959	219	31,532
Orlando	30,733	13,356	99	17,476
Northern Virginia/Washington, D.C.	26,269	11,908	331	14,692
Minneapolis	22,206	10,399	323	12,130
New York	29,212	13,518	40	15,734
Boston	22,117	8,417	24	13,724
Total reportable segments	273,089	111,764	2,005	163,330
Other	9,889	1,760	(1,928)	6,201
Totals	\$ 282,978	\$ 113,524	\$ 77	\$ 169,531

	Six Months Ended June 30, 2024			NOI
	Total Revenues	Property Operating Costs	Other Segment Items	
Atlanta	\$ 85,110	\$ 32,096	\$ 889	\$ 53,903
Dallas	55,523	23,701	223	32,045
Orlando	30,355	13,346	58	17,067
Northern Virginia/Washington, D.C.	30,724	12,371	327	18,680
Minneapolis	25,640	13,443	315	12,512
New York	27,310	12,356	40	14,994
Boston	22,438	8,131	20	14,327
Total reportable segments	277,100	115,444	1,872	163,528
Other	10,700	2,565	(1,908)	6,227
Totals	\$ 287,800	\$ 118,009	\$ (36)	\$ 169,755

A reconciliation of Net loss applicable to Piedmont to NOI is presented below (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Net loss applicable to Piedmont	\$ (16,808)	\$ (9,809)	\$ (26,912)	\$ (37,572)
Management fee revenue ⁽¹⁾	(77)	(256)	(140)	(252)
Depreciation and amortization	55,432	56,911	111,746	113,901
Impairment charges	—	—	—	18,432
General and administrative expenses	7,960	8,352	15,523	15,964
Interest expense	31,954	29,569	63,631	59,283
Other income	(25)	(220)	(312)	(391)
Loss on early extinguishment of debt	7,500	—	8,000	386
Gain on sale of real estate assets	(1,224)	—	(2,013)	—
Net income applicable to noncontrolling interest	2	2	8	4
Total NOI	\$ 84,714	\$ 84,549	\$ 169,531	\$ 169,755

⁽¹⁾ Presented net of related operating expenses incurred to earn such management fee revenue. Such operating expenses are a component of property operating costs in the accompanying consolidated statements of operations.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with the accompanying consolidated financial statements and notes thereto of Piedmont Realty Trust, Inc. (“Piedmont,” “we,” “our,” or “us”). See also “Cautionary Note Regarding Forward-Looking Statements” preceding Part I, as well as the consolidated financial statements and accompanying notes thereto and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2024.

Liquidity and Capital Resources

We intend to use cash on hand, cash flows generated from the operation of our properties, net proceeds from the disposition of select properties, and borrowings under our \$600 Million Unsecured 2022 Line of Credit as our primary sources of immediate liquidity. As of June 30, 2025, we had approximately \$450 million of borrowing capacity available under our \$600 Million Unsecured 2022 Line of Credit and no required debt maturities until 2028. Consequently, we believe that we have sufficient liquidity to meet our obligations for the foreseeable future; however, as part of our overall debt management strategy, we may seek other new secured or unsecured borrowings from third party lenders or issue other debt or equity securities as additional sources of capital. The nature and timing of these additional sources of capital will be highly dependent on market conditions.

Our most consistent use of capital has historically been, and we believe will continue to be, to fund capital expenditures for our existing portfolio of properties. During the six months ended June 30, 2025 and 2024 we incurred the following types of capital expenditures (in thousands):

	Six Months Ended	
	June 30, 2025	June 30, 2024
Capital expenditures for redevelopment/renovations	\$ 37,587	\$ 40,215
Other capital expenditures, including building and tenant improvements	43,985	56,776
Total capital expenditures ⁽¹⁾	<u>\$ 81,572</u>	<u>\$ 96,991</u>

⁽¹⁾ Of the total amounts paid, approximately \$10.2 million and \$8.2 million relates to soft costs such as capitalized interest, payroll, and other property operating costs for the six months ended June 30, 2025 and 2024, respectively.

Capital expenditures for redevelopment/renovations noted above during both the six months ended June 30, 2025 and 2024 related to building upgrades, primarily to the lobbies and the addition of tenant amenities at certain of our buildings and assets under redevelopment, including: US Bancorp Center in Minneapolis, Minnesota; Galleria Towers in Dallas, Texas; The Exchange in Orlando, Florida; Galleria on the Park in Atlanta, Georgia, 60 Broad in New York, New York, and Meridian in suburban Minneapolis, Minnesota, among others.

Other capital expenditures, including building and tenant improvements noted above includes all other capital expenditures during the period and are typically comprised of tenant and building improvements necessary to lease, maintain, or provide enhancements, including energy efficient equipment, to our existing portfolio of office properties.

We currently do not anticipate incurring any unusually large or material capital expenditures within any given year in order to meet recognized sustainable development standards or achieve our environmental impact goals.

Given that our operating model frequently results in leases for multiple blocks of space to credit-worthy tenants, our leasing success can result in capital outlays which vary from one reporting period to another based upon the specific leases executed. For leases executed during the six months ended June 30, 2025, we committed to spend approximately \$6.72 per square foot per year of lease term for tenant improvement allowances and lease commissions (net of expired lease commitments) as compared to \$5.85 (net of expired lease commitments) for the six months ended June 30, 2024 with the increase in the current period attributable to the significant amount of new tenant leasing completed. As of June 30, 2025, we had one individually significant unrecorded tenant allowance commitment greater than \$10 million.

In addition to the amounts that we have already committed to as a part of executed leases, we also anticipate continuing to incur similar market-based tenant improvement allowances and leasing commissions in conjunction with procuring future leases for our existing portfolio of properties. Both the timing and magnitude of expenditures related to future leasing activity can vary due to a number of factors and are highly dependent on the size of the leased square footage, length of the lease term, and the

competitive market conditions of the particular office market at the time a lease is being negotiated, in addition to the impact of inflation and rising costs of construction.

Although reducing outstanding debt remains our priority, subject to the identification and availability of suitable investment opportunities and our ability to consummate such acquisitions on satisfactory terms, acquiring new assets consistent with our investment strategy could also be a significant use of capital. Additionally, we may use capital to repay debt when we deem it prudent to refinance or reduce various obligations.

Finally, we may also use capital resources to pay dividends to our stockholders. The amount and form of payment (cash or stock issuance), if any, of future dividends to be paid to our stockholders will continue to be largely dependent upon (i) the amount of cash generated from our operating activities; (ii) our expectations of future cash flows; (iii) our determination of near-term cash needs for debt repayments, development projects, and selective acquisitions of new properties; (iv) the timing of significant expenditures for tenant improvements, leasing commissions, building redevelopment projects, and general property capital improvements; (v) long-term dividend payout ratios for comparable companies; (vi) our ability to continue to access additional sources of capital, including potential sales of our properties; (vii) our desire to reduce overall leverage; and (viii) the amount required to be distributed to maintain our status as a REIT. With the fluctuating nature of cash flows and expenditures, we may periodically borrow funds on a short-term basis to cover timing differences in cash receipts and cash disbursements, including to pay dividends to our stockholders.

Results of Operations

Overview

Net loss applicable to common stockholders for the three months ended June 30, 2025 was approximately \$16.8 million, or \$0.14 per diluted share, as compared with net loss applicable to common stockholders of \$9.8 million, or \$0.08 per diluted share, for the three months ended June 30, 2024. The primary driver of the increase in net loss was an approximately \$7.5 million loss on early extinguishment of debt recognized during the second quarter of 2025.

Comparison of the three months ended June 30, 2025 versus the three months ended June 30, 2024

Income from Continuing Operations

The following table sets forth selected data from our consolidated statements of operations for the three months ended June 30, 2025 and 2024, respectively, as well as each balance as a percentage of total revenues for each period presented (dollars in millions):

	June 30, 2025	% of Revenues	June 30, 2024	% of Revenues	Variance
Revenue:					
Rental and tenant reimbursement revenue	\$ 134.0		\$ 136.7		\$ (2.7)
Property management fee revenue	0.1		0.5		(0.4)
Other property related income	6.3		6.1		0.2
Total revenues	<u>140.4</u>	100 %	<u>143.3</u>	100 %	<u>(2.9)</u>
Expense:					
Property operating costs	55.6	39 %	58.5	40 %	(2.9)
Depreciation	40.6	29 %	38.8	27 %	1.8
Amortization	14.8	11 %	18.1	13 %	(3.3)
General and administrative	8.0	6 %	8.4	6 %	(0.4)
	<u>119.0</u>		<u>123.8</u>		<u>(4.8)</u>
Other income (expense):					
Interest expense	(32.0)	23 %	(29.6)	21 %	(2.4)
Other income	0.1	— %	0.3	— %	(0.2)
Loss on early extinguishment of debt	(7.5)	5 %	—	— %	(7.5)
Gain on sale of real estate assets	1.2	1 %	—	— %	1.2
Net loss	<u>\$ (16.8)</u>	<u>(12)%</u>	<u>\$ (9.8)</u>	<u>(7)%</u>	<u>\$ (7.0)</u>

Revenue

Rental and tenant reimbursement revenue decreased approximately \$2.7 million for the three months ended June 30, 2025, as compared to the same period in the prior year. The decrease was primarily due to downtime between certain large tenant expirations and the commencement or abatement expiration associated with recently executed leases, as well as the disposition of three projects during the twelve months ended June 30, 2025. The impact of these decreases was partially offset by the roll-up of rental rates and new leases commencing during the twelve months ended June 30, 2025.

Property management fee revenue decreased approximately \$0.4 million for the three months ended June 30, 2025, as compared to the same period in the prior year due to the termination of certain third-party property management arrangements in 2024.

Expense

Property operating costs decreased approximately \$2.9 million for the three months ended June 30, 2025 as compared to the same period in the prior year. The decrease was primarily due to lower property tax expense due to lower tax assessments and successful appeals, as well as three project dispositions during the twelve months ended June 30, 2025 (as discussed above).

Depreciation expense increased approximately \$1.8 million for the three months ended June 30, 2025 as compared to the same period in the prior year. The increase was primarily due to additional building improvements placed in service subsequent to April 1, 2024.

Amortization expense decreased approximately \$3.3 million for the three months ended June 30, 2025 as compared to the same period in the prior year. The decrease was primarily due to amortization expense associated with certain lease intangible assets at our existing projects becoming fully amortized subsequent to April 1, 2024.

Other Income (Expense)

Interest expense increased approximately \$2.4 million for the three months ended June 30, 2025, as compared to the same period in the prior year primarily driven by refinancing activity at higher interest rates during the twelve months ended June 30, 2025.

During the three months ended June 30, 2025, we repurchased approximately \$67.5 million of the aggregate principal amount of the \$600 Million Unsecured Senior Notes due 2028. The premium paid to repurchase the debt, as well as the write-off of the pro-rata share of unamortized debt issuance costs, resulted in the recognition of a \$7.5 million loss on early extinguishment of debt.

Gain on sale of real estate assets during the three months ended June 30, 2025 primarily consists of the gain recognized on the sale of the 80 and 90 Central project in Boston, Massachusetts, which closed in May of 2025.

Comparison of the Six Months Ended June 30, 2025 Versus the Six Months Ended June 30, 2024

The following table sets forth selected data from our consolidated statements of operations for the six months ended June 30, 2025 and 2024, respectively, as well as each balance as a percentage of total revenues for each period presented (dollars in millions):

	June 30, 2025	% of Revenues	June 30, 2024	% of Revenues	Variance
Revenue:					
Rental and tenant reimbursement revenue	\$ 270.0		\$ 275.8		\$ (5.8)
Property management fee revenue	0.1		0.6		(0.5)
Other property related income	12.8		11.4		1.4
Total revenues	<u>282.9</u>	100 %	<u>287.8</u>	100 %	<u>(4.9)</u>
Expense:					
Property operating costs	113.5	40 %	118.0	41 %	(4.5)
Depreciation	81.5	29 %	77.7	26 %	3.8
Amortization	30.2	11 %	36.2	13 %	(6.0)
Impairment charges	—	— %	18.4	6 %	(18.4)
General and administrative	15.5	5 %	16.0	6 %	(0.5)
	<u>240.7</u>		<u>266.3</u>		<u>(25.6)</u>
Other income (expense):					
Interest expense	(63.6)	22 %	(59.3)	21 %	(4.3)
Other income	0.5	— %	0.6	— %	(0.1)
Loss on early extinguishment of debt	(8.0)	3 %	(0.4)	— %	(7.6)
Gain on sale of real estate assets	2.0	— %	—	— %	2.0
Net loss	<u>\$ (26.9)</u>	<u>(10)%</u>	<u>\$ (37.6)</u>	<u>(13)%</u>	<u>\$ 10.7</u>

Revenue

Rental and tenant reimbursement revenue decreased approximately \$5.8 million for the six months ended June 30, 2025 as compared to the same period in the prior year. The decrease was primarily due to downtime between certain large tenant expirations and the commencement of recently executed leases, as well as the disposition of four projects subsequent to January 1, 2024. The impact of these decreases was partially offset by the roll-up of rental rates and new leases commencing during the twelve months ended June 30, 2025.

Other property related income increased approximately \$1.4 million for the six months ended June 30, 2025 as compared to the same period in the prior year primarily due to increased parking income associated with increased utilization and higher transient parking at our office projects during the current period, as compared to the prior period.

Expense

Property operating costs decreased approximately \$4.5 million for the six months ended June 30, 2025 as compared to the same period in the prior year. The variance was primarily due to lower property tax expense due to lower tax assessments and successful appeals, as well as project dispositions subsequent to January 1, 2024 (as discussed above). The impact of these decreases is partially offset by an increase in other recoverable property operating costs such as utilities, repairs and maintenance, landscaping and security due to increased occupancy and utilization of our properties during the current period, as compared to the prior period.

Depreciation expense increased approximately \$3.8 million for the six months ended June 30, 2025 as compared to the same period in the prior year. The increase was primarily due to additional building improvements placed in service subsequent to January 1, 2024, which were partially offset by dispositions in 2024 and 2025.

Amortization expense decreased approximately \$6.0 million for the six months ended June 30, 2025 as compared to the same period in the prior year. The decrease in amortization expense is associated with certain lease intangible assets at our existing projects becoming fully amortized subsequent to January 1, 2024.

During the six months ended June 30, 2024, we recognized a non-cash impairment charge of approximately \$18.4 million primarily related to shortening the projected hold period for one property. See [Note 6](#) to our accompanying consolidated financial statements for further details.

Other Income (Expense)

Interest expense increased approximately \$4.3 million for the six months ended June 30, 2025 as compared to the same period in the prior year primarily driven by refinancing activity at higher interest rates during the twelve months ended June 30, 2025.

During the six months ended June 30, 2025, we repurchased approximately \$67.5 million of the aggregate principal amount of the \$600 Million Unsecured Senior Notes due 2028. The premium paid to repurchase the debt, as well as the write-off of the pro-rata share of unamortized debt issuance costs, resulted in the recognition of a \$7.5 million loss on early extinguishment of debt. The loss on early extinguishment of debt in the prior period was due to the write-off of unamortized debt issuance costs associated with refinancing activity during the six months ended June 30, 2024.

Gain on sale of real estate assets during the six months ended June 30, 2025 primarily consists of the gain recognized on the sale of the 80 and 90 Central project in Boston, Massachusetts, which closed in May of 2025, as well as recognition of the return of amounts held in escrow for the 750 West John Carpenter building sold in July 2024.

Issuer and Guarantor Financial Information

As of June 30, 2025, Piedmont, through its wholly-owned subsidiary Piedmont OP, had four separate issuances totaling approximately \$1.5 billion of senior unsecured notes payable outstanding that mature in 2028, 2029, 2030 and 2032 (see [Note 3](#) to our accompanying consolidated financial statements for additional details regarding each of these issuances) (collectively, the "Notes"). The Notes are senior unsecured obligations of Piedmont OP, rank equally in right of payment with all of Piedmont OP's other existing and future senior unsecured indebtedness, and would be effectively subordinated in right of payment to any of Piedmont OP's future mortgage or other secured indebtedness (to the extent of the value of the collateral securing such indebtedness) and to all existing and future indebtedness and other liabilities of Piedmont OP's subsidiaries, whether secured or unsecured.

The Notes are fully and unconditionally guaranteed by Piedmont, the parent entity that consolidates Piedmont OP and all other subsidiaries. In particular, Piedmont guarantees to each holder of the Notes that the principal and interest on the Notes will be paid in full when due, whether at the maturity dates of the respective loans, or upon acceleration, upon redemption, or otherwise; interest on overdue principal and interest on any overdue interest, if any, on the Notes will also be paid in full when due; and all other obligations of the Issuer to the holders of the Notes will be promptly paid in full. Piedmont's guarantee of the Notes is its senior unsecured obligation and ranks equally in right of payment with all of Piedmont's other existing and future senior unsecured indebtedness and guarantees. Piedmont's guarantee of the Notes is effectively subordinated in right of payment to any future mortgage or other secured indebtedness or secured guarantees of Piedmont (to the extent of the value of the collateral securing such indebtedness and guarantees); and all existing and future indebtedness and other liabilities, whether secured or unsecured, of Piedmont's subsidiaries.

In the event of the bankruptcy, liquidation, reorganization or other winding up of Piedmont OP or Piedmont, assets that secure any of their respective secured indebtedness and other secured obligations will be available to pay their respective obligations under the Notes or the guarantee, as applicable, and their other respective unsecured indebtedness and other unsecured obligations only after all of their respective indebtedness and other obligations secured by those assets have been repaid in full.

All non-guarantor subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to the Notes, or to make any funds available therefore, whether by dividends, loans, distributions or other payments.

Pursuant to Rule 13-01 of Regulation S-X, Guarantors and Issuers of Guaranteed Securities Registered or Being Registered, the following tables present summarized financial information for Piedmont OP as issuer and Piedmont as guarantor on a combined basis after elimination of (i) intercompany transactions and balances among Piedmont OP and Piedmont and (ii) equity in earnings from and investments in any subsidiary that is a non-guarantor (in thousands):

Combined Balances of Piedmont OP and Piedmont Realty Trust, Inc. as Issuer and Guarantor, respectively

	As of June 30, 2025	As of December 31, 2024
Due from non-guarantor subsidiary	\$ 900	\$ 900
Total assets	\$ 250,246	\$ 376,871
Total liabilities	\$ 2,042,957	\$ 2,108,306
		For the Six Months Ended June 30, 2025
Total revenues		\$ 24,557
Net loss		\$ (65,071)

Net Operating Income by Geographic Segment

Our President and Chief Executive Officer is our chief operating decision maker ("CODM"), who evaluates our portfolio and assesses the ongoing operations and performance of our projects utilizing the following geographic segments: Atlanta, Dallas, Orlando, Northern Virginia/Washington, D.C., Minneapolis, New York, and Boston. These operating segments are also our reportable segments. Additionally, as of June 30, 2025, we owned two properties in Houston that did not meet the definition of an operating or reportable segment as the CODM does not regularly review these properties for purposes of allocating resources or assessing performance, and we do not maintain a significant presence or anticipate further investment in this market. These two properties are included in "Other" below. See [Note 13](#) to the accompanying consolidated financial statements for additional information and a reconciliation of Net loss applicable to Piedmont to accrual-based net operating income ("NOI").

The following table presents NOI by geographic segment (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Atlanta	\$ 29,231	\$ 27,759	\$ 58,042	\$ 53,903
Dallas	15,624	15,510	31,532	32,045
Orlando	8,264	8,055	17,476	17,067
Northern Virginia/Washington, D.C.	7,450	9,368	14,692	18,680
Minneapolis	6,137	5,882	12,130	12,512
New York	8,169	7,744	15,734	14,994
Boston	6,786	7,146	13,724	14,327
Total reportable segments	81,661	81,464	163,330	163,528
Other	3,053	3,085	6,201	6,227
Total NOI	\$ 84,714	\$ 84,549	\$ 169,531	\$ 169,755

Comparison of the Six Months Ended June 30, 2025 Versus the Six Months Ended June 30, 2024

Atlanta

NOI increased due to several leases commencing at our Galleria on the Park and Glenridge Highlands projects during the six months ended June 30, 2025 as compared to the same period in the prior year.

Northern Virginia/Washington, D.C.

NOI decreased primarily due to the expiration or downsizing of certain tenants at our 1201 & 1225 Eye Street project, our 4250 North Fairfax Drive project, and our Arlington Gateway project during the six months ended June 30, 2025 as compared to the same period in the prior year.

Funds From Operations ("FFO"), Core Funds From Operations ("Core FFO"), and Adjusted Funds From Operations ("AFFO")

Net income/(loss) calculated in accordance with GAAP is the starting point for calculating FFO, Core FFO, and AFFO. These metrics are non-GAAP financial measures and should not be viewed as an alternative measurement of our operating performance to net income/(loss). Management believes that accounting for real estate assets in accordance with GAAP implicitly assumes that the value of real estate assets diminishes predictably over time. Since real estate values have historically risen or fallen with market conditions, many industry investors and analysts have considered the presentation of operating results for real estate companies that use historical cost accounting alone to be insufficient. As a result, we believe that the additive use of FFO, Core FFO, and AFFO, together with the required GAAP presentation, provides a more complete understanding of our performance relative to our competitors and a more informed and appropriate basis on which to make decisions involving operating, financing, and investing activities.

We calculate FFO in accordance with the current National Association of Real Estate Investment Trusts ("NAREIT") definition. NAREIT currently defines FFO as Net income/(loss) (calculated in accordance with GAAP), excluding depreciation and amortization related to real estate, gains and losses from the sale of certain real estate assets, gains and losses from change in control, and impairment write-downs of certain real estate assets, goodwill, and investment in entities when the impairment is directly attributable to decreases in the value of depreciable real estate held by the entity, along with appropriate adjustments to those reconciling items for joint ventures, if any. Other REITs may not define FFO in accordance with the NAREIT definition, or may interpret the current NAREIT definition differently than we do; therefore, our computation of FFO may not be comparable to the computation made by other REITs.

We calculate Core FFO by starting with FFO, as defined by NAREIT, and adjusting for gains or losses on the early extinguishment of swaps and/or debt and any significant non-recurring or infrequent items. Core FFO is a non-GAAP financial measure and should not be viewed as an alternative to net income/(loss) calculated in accordance with GAAP as a measurement of our operating performance. We believe that Core FFO is helpful to investors as a supplemental performance measure because it excludes the effects of certain infrequent or non-recurring items which can create significant earnings volatility, but which do not directly relate to our core recurring business operations. As a result, we believe that Core FFO can help facilitate comparisons of operating performance between periods and provides a more meaningful predictor of future earnings potential. Other REITs may not define Core FFO in the same manner as us; therefore, our computation of Core FFO may not be comparable to the computation made by other REITs.

We calculate AFFO by starting with Core FFO and adjusting for non-incremental capital expenditures and then adding back non-cash items including: non-real estate depreciation, straight-lined rents and fair value lease adjustments, non-cash components of interest expense and compensation expense, and by making similar adjustments for joint ventures, if any. AFFO is a non-GAAP financial measure and should not be viewed as an alternative to net income/(loss) calculated in accordance with GAAP as a measurement of our operating performance. We believe that AFFO is helpful to investors as a meaningful supplemental comparative performance measure of our ability to make incremental capital investments in new properties or enhancements to existing properties that improve revenue growth potential. Other REITs may not define AFFO in the same manner as us; therefore, our computation of AFFO may not be comparable to the computation of other REITs.

Reconciliations of net loss applicable to common stock to FFO, Core FFO, and AFFO for the three and six months ended June 30, 2025 and 2024 are presented below (in thousands except per share amounts):

	Three Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
GAAP net loss applicable to common stock	\$ (16,808)	\$ (9,809)	\$ (26,912)	\$ (37,572)
Depreciation of real estate assets	40,266	38,471	80,779	77,057
Amortization of lease-related costs	14,778	18,089	30,191	36,201
Impairment charges	—	—	—	18,432
Gain on sale of real estate assets	(1,224)	—	(2,013)	—
NAREIT FFO applicable to common stock	37,012	46,751	82,045	94,118
Adjustments:				
Loss on early extinguishment of debt	7,500	—	8,000	386
Core FFO applicable to common stock	44,512	46,751	90,045	94,504
Adjustments:				
Amortization of debt issuance costs and discounts on debt	1,574	1,139	3,030	2,347
Depreciation of non-real estate assets	369	331	738	603
Straight-line effects of lease revenue	(8,968)	(5,157)	(18,636)	(10,445)
Stock-based compensation adjustments	2,396	2,061	2,451	3,087
Amortization of lease-related intangibles	(1,957)	(2,549)	(4,019)	(5,205)
Non-incremental capital expenditures ⁽¹⁾	(21,685)	(17,891)	(33,879)	(38,498)
AFFO applicable to common stock	\$ 16,241	\$ 24,685	\$ 39,730	\$ 46,393
Weighted-average shares outstanding – diluted ⁽²⁾	125,178	124,796	125,126	124,501
NAREIT FFO per share (diluted)	\$ 0.30	\$ 0.37	\$ 0.66	\$ 0.76
Core FFO per share (diluted)	\$ 0.36	\$ 0.37	\$ 0.72	\$ 0.76

⁽¹⁾ We define non-incremental capital expenditures as capital expenditures of a recurring nature related to tenant improvements, leasing commissions, and building capital that do not incrementally enhance the underlying assets' income generating capacity. Tenant improvements, leasing commissions, building capital and deferred lease incentives incurred to lease space that was vacant at acquisition, leasing costs for spaces vacant for greater than one year, leasing costs for spaces at newly acquired properties for which in-place leases expire shortly after acquisition, improvements associated with the expansion of a building, and renovations that either enhance the rental rates of a building or change the property's underlying classification, such as from a Class B to a Class A property, are excluded from this measure.

⁽²⁾ Includes potential dilution under the treasury stock method that would occur if our remaining unvested and potential stock awards vested and resulted in additional common shares outstanding. Such shares are not included when calculating net loss per share applicable to Piedmont for the three and six months ended June 30, 2025 and 2024, respectively, as they would reduce the loss per share presented.

NAREIT FFO applicable to common stock was \$0.66 per diluted share for the six months ended June 30, 2025, as compared to \$0.76 per diluted share for the same period in the prior year due primarily to the recognition of loss on early extinguishment of debt associated with debt retired during the current period. Core FFO applicable to common stock was \$0.72 per diluted share for the six months ended June 30, 2025, as compared to \$0.76 per diluted share for the same period in the prior year. Approximately \$0.03 of the decrease is due to increased interest expense, net of interest income, with the remaining decrease attributable to the sale of four projects subsequent to January 1, 2024 and the downtime associated with the expiration of a few large leases during the twelve months ended June 30, 2025, before newly executed leases commence.

Property and Same Store Net Operating Income

Property Net Operating Income ("Property NOI") is a non-GAAP measure which we use to assess our operating results. We calculate Property NOI beginning with Net income/(loss) (calculated in accordance with GAAP) before adjusting for interest, depreciation and amortization and removing any impairments and gains or losses from sales of property and other significant infrequent items that create volatility within our earnings and make it difficult to determine the earnings generated by our core ongoing business. Furthermore, we remove general and administrative expenses, income associated with property management performed by us for other organizations, and other income or expense items. For Property NOI (cash basis), straight-lined rents and fair value lease revenue are also eliminated; while such effects are not adjusted in calculating Property NOI (accrual basis). Property NOI is a non-GAAP financial measure and should not be viewed as an alternative to net income/(loss) calculated in accordance with GAAP as a measurement of our operating performance. We believe that Property NOI, on either a cash or accrual basis, is helpful to investors as a supplemental comparative performance measure of income generated by our properties alone without our administrative overhead. Other REITs may not define Property NOI in the same manner as we do; therefore, our computation of Property NOI may not be comparable to that of other REITs.

We calculate Same Store Net Operating Income ("Same Store NOI") as Property NOI attributable to the properties (excluding undeveloped land parcels) that were (i) owned by us during the entire span of the current and prior year reporting periods; and (ii) that were not out of service for development or redevelopment during those periods. Same Store NOI, on either a cash or accrual basis, is a non-GAAP financial measure and should not be viewed as an alternative to net income/(loss) calculated in accordance with GAAP as a measurement of our operating performance. We believe that Same Store NOI is helpful to investors as a supplemental comparative performance measure of the income generated from the same group of properties from one period to the next. Other REITs may not define Same Store NOI in the same manner as we do; therefore, our computation of Same Store NOI may not be comparable to that of other REITs.

The following table sets forth a reconciliation from net income calculated in accordance with GAAP to EBITDAre, Core EBITDA, Property NOI, and Same Store NOI, on both a cash and accrual basis, for the three months ended June 30, 2025 and 2024, respectively (in thousands):

	Cash Basis		Accrual Basis	
	Three Months Ended		Three Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Net loss applicable to Piedmont (GAAP basis)	\$ (16,808)	\$ (9,809)	\$ (16,808)	\$ (9,809)
Net income applicable to noncontrolling interest	2	2	2	2
Interest expense	31,954	29,569	31,954	29,569
Depreciation	40,635	38,802	40,635	38,802
Amortization	14,778	18,089	14,778	18,089
Depreciation and amortization attributable to noncontrolling interests	19	20	19	20
Loss on sale of real estate assets	(1,224)	—	(1,224)	—
EBITDAre⁽¹⁾	69,356	76,673	69,356	76,673
Loss on early extinguishment of debt	7,500	—	7,500	—
Core EBITDA⁽²⁾	76,856	76,673	76,856	76,673
General & administrative expenses	7,960	8,352	7,960	8,352
Management fee revenue ⁽³⁾	(77)	(256)	(77)	(256)
Other income	(25)	(220)	(25)	(220)
Straight-line rent effects of lease revenue	(8,968)	(5,157)		
Straight line effects of lease revenue attributable to noncontrolling interests	(3)	—		
Amortization of lease-related intangibles	(1,957)	(2,549)		
Property NOI	73,786	76,843	84,714	84,549
Net operating (income)/loss from:				
Dispositions ⁽⁴⁾	(447)	(1,438)	(659)	(1,379)
Other investments ⁽⁵⁾	92	(450)	31	(530)
Same Store NOI	\$ 73,431	\$ 74,955	\$ 84,086	\$ 82,640
<i>Change period over period in Same Store NOI</i>	<i>(2.0)%</i>	<i>N/A</i>	<i>1.7 %</i>	<i>N/A</i>

⁽¹⁾ We calculate Earnings Before Interest, Taxes, Depreciation, and Amortization- Real Estate ("EBITDAre") in accordance with the current NAREIT definition. NAREIT currently defines EBITDAre as net income (computed in accordance with GAAP) adjusted for gains or losses from sales of property, impairment charges, depreciation on real estate assets, amortization on real estate assets, interest expense and taxes, along with the same adjustments for joint ventures. Some of the adjustments mentioned can vary among owners of identical assets in similar conditions based on historical cost accounting and useful-life estimates. EBITDAre is a non-GAAP financial measure and should not be viewed as an alternative to net income calculated in accordance with GAAP as a measurement of our operating performance. We believe that EBITDAre is helpful to investors as a supplemental performance measure because it provides a metric for understanding our results from ongoing operations without taking into account the effects of non-cash expenses (such as depreciation and amortization) and capitalization and capital structure expenses (such as interest expense and taxes). We also believe that EBITDAre can help facilitate comparisons of operating performance between periods and with other REITs. However, other REITs may not define EBITDAre in accordance with the NAREIT definition, or may interpret the current NAREIT definition differently than us; therefore, our computation of EBITDAre may not be comparable to that of such other REITs.

- (2) We calculate Core Earnings Before Interest, Taxes, Depreciation, and Amortization ("Core EBITDA") as net income (computed in accordance with GAAP) before interest, taxes, depreciation and amortization and incrementally removing any impairment charges, gains or losses from sales of property, loss on early extinguishment of debt, and other significant infrequent items that create volatility within our earnings and make it difficult to determine the earnings generated by our core ongoing business. Core EBITDA is a non-GAAP financial measure and should not be viewed as an alternative to net income calculated in accordance with GAAP as a measurement of our operating performance. We believe that Core EBITDA is helpful to investors as a supplemental performance measure because it provides a metric for understanding the performance of our results from ongoing operations without taking into account the effects of non-cash expenses (such as depreciation and amortization), as well as items that are not part of normal day-to-day operations of our business. Other REITs may not define Core EBITDA in the same manner as us; therefore, our computation of Core EBITDA may not be comparable to that of other REITs.
- (3) Presented net of related operating expenses incurred to earn such management fee revenue.
- (4) Dispositions include 80 and 90 Central, sold in the second quarter of 2025, 161 Corporate Center, sold in the first quarter of 2025, 750 West John Carpenter Freeway, sold in the third quarter of 2024, and One Lincoln Park, sold in the first quarter of 2024.
- (5) Other investments include active or recently completed out-of-service redevelopment projects and land. The operating results from a portion of The Exchange in Orlando, Florida, as well as Meridian and 9320 Excelsior Boulevard in suburban Minneapolis, Minnesota are included in this line item.

The following table sets forth a reconciliation of net loss calculated in accordance with GAAP to EBITDAre, Core EBITDA, Property NOI, and Same Store NOI, on both a cash and accrual basis, for the six months ended June 30, 2025 and 2024 (in thousands):

	Cash Basis		Accrual Basis	
	Six Months Ended		Six Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Net loss applicable to Piedmont (GAAP)	\$ (26,912)	\$ (37,572)	\$ (26,912)	\$ (37,572)
Net income applicable to noncontrolling interest	8	4	8	4
Interest expense	63,631	59,283	63,631	59,283
Depreciation	81,517	77,660	81,517	77,660
Amortization	30,191	36,201	30,191	36,201
Depreciation and amortization attributable to noncontrolling interests	38	40	38	40
Impairment charges	—	18,432	—	18,432
Gain on sale of real estate assets	(2,013)	—	(2,013)	—
EBITDAre	146,460	154,048	146,460	154,048
Loss on early extinguishment of debt	8,000	386	8,000	386
Core EBITDA	154,460	154,434	154,460	154,434
General & administrative expenses	15,523	15,964	15,523	15,964
Management fee revenue ⁽¹⁾	(140)	(252)	(140)	(252)
Other income	(312)	(391)	(312)	(391)
Straight-line effects of lease revenue	(18,636)	(10,445)		
Straight line effects of lease revenue attributable to noncontrolling interests	(4)	—		
Amortization of lease-related intangibles	(4,019)	(5,205)		
Property NOI	146,872	154,105	169,531	169,755
Net operating income from:				
Dispositions ⁽²⁾	(1,670)	(3,758)	(1,780)	(3,920)
Other investments ⁽³⁾	253	(1,653)	81	(1,816)
Same Store NOI	\$ 145,455	\$ 148,694	\$ 167,832	\$ 164,019
<i>Change period over period in Same Store NOI</i>	<i>(2.2)%</i>	<i>N/A</i>	<i>2.3 %</i>	<i>N/A</i>

- (1) Presented net of related operating expenses incurred to earn such management fee revenue.
- (2) Dispositions include 80 and 90 Central, sold in the second quarter of 2025, 161 Corporate Center, sold in the first quarter of 2025, 750 West John Carpenter Freeway, sold in the third quarter of 2024, and One Lincoln Park, sold in the first quarter of 2024.
- (3) Other investments include active or recently completed out-of-service redevelopment projects and land. The operating results from a portion of The Exchange in Orlando, Florida, as well as Meridian and 9320 Excelsior Boulevard in suburban Minneapolis, Minnesota are included in this line item.

Overview

Our portfolio consists of office projects located within identified growth submarkets in large metropolitan cities concentrated primarily in the Sunbelt. We typically lease space to creditworthy corporate or governmental tenants on a long-term basis. As of June 30, 2025, our average lease was approximately 14,000 square feet with six years of lease term remaining. Leased percentage, as well as rent roll-ups and roll-downs, which we experience as a result of re-leasing, can fluctuate widely between buildings and between tenants, depending on when a particular lease is scheduled to commence or expire.

Leased Percentage

During the six months ended June 30, 2025, the leased percentage of our in-service portfolio increased to 88.7% leased as of June 30, 2025 as compared to 88.4% leased as of December 31, 2024, as square footage associated with new tenant leases for vacant space outweighed square footage associated with expiring leases. As of June 30, 2025, scheduled lease expirations for the remainder of 2025 represented 4% of our ALR. To the extent the square footage from new leases for currently vacant space in our in-service portfolio exceeds or falls short of the square footage associated with non-renewing expirations, such leases would increase or decrease our in-service leased percentage, respectively. As of June 30, 2025, three projects, 222 South Orange Avenue in Orlando, Florida, and 9320 Excelsior Boulevard and Meridian, both in suburban Minneapolis, Minnesota, were classified as out of service as they undergo redevelopment.

Impact of Downtime, Abatement Periods, and Rental Rate Changes

Commencement of a lease associated with a new tenant typically occurs 6-18 months after the lease execution date, after refurbishment of the space is completed. The downtime between a lease expiration and the new lease's commencement can negatively impact Property NOI and Same Store NOI comparisons (both accrual and cash basis). In addition, office leases for both new and renewing tenants often contain upfront rental and/or operating expense abatement periods which delay the cash flow benefits of the lease even after the new or renewed lease has commenced, negatively impacting Property NOI and Same Store NOI on a cash basis until such abatements expire. As of June 30, 2025, we had approximately 2.0 million square feet of executed leases for vacant space yet to commence or under rental abatement, representing approximately \$71 million of future additional annual cash rents.

If we are unable to replace expiring leases with new or renewal leases at rental rates equal to or greater than the expiring rates, rental rate roll-downs could occur and negatively impact Property NOI and Same Store NOI comparisons. As discussed above, our diverse portfolio and the magnitude of some of our tenants' leased spaces can result in rent roll-ups and roll-downs that can fluctuate widely on a project-by-project and a quarter-to-quarter basis. During the three months ended June 30, 2025, we experienced an 7.3% and 13.6% roll-up in cash and accrual rents, respectively, on executed leases related to space vacant one year or less.

During the three months ended June 30, 2025, Same Store NOI increased by 1.7% on an accrual basis as the commencement of new leases outweighed expiring leases; however, Same Store NOI on a cash basis decreased 2.0% as certain significant new leases have either not commenced yet or their abatement period has not elapsed. Same Store NOI comparisons for any given period fluctuate as a result of the mix of net leasing activity in individual properties during the respective period.

Election as a REIT

We have elected to be taxed as a REIT under the Code and have operated as such beginning with our taxable year ended December 31, 1998. To qualify as a REIT, we must meet certain organizational and operational requirements, including a requirement to distribute at least 90% of our adjusted REIT taxable income, computed without regard to the dividends-paid deduction and by excluding net capital gains attributable to our stockholders, as defined by the Code. As a REIT, we generally will not be subject to federal income tax on income that we distribute to our stockholders. If we fail to qualify as a REIT in any taxable year, we may be subject to federal income taxes on our taxable income for that year and for the four years following the

year during which qualification is lost and/or penalties, unless the IRS grants us relief under certain statutory provisions. Such an event could materially adversely affect our net income/(loss) and net cash available for distribution to our stockholders. However, we believe that we are organized and operate in such a manner as to qualify for treatment as a REIT and intend to continue to operate in the foreseeable future in such a manner that we will remain qualified as a REIT for federal income tax purposes. We have elected to treat one of our wholly owned subsidiaries as a taxable REIT subsidiary ("TRS"). Our TRS performs non-customary services for tenants of buildings that we own, including real estate and non-real estate related-services. Any earnings related to such services performed by our TRS are subject to federal and state income taxes. In addition, for us to continue to qualify as a REIT, our investments in TRS cannot exceed 20% of the value of our total assets.

Inflation

We are exposed to inflation risk, as income from long-term leases is the primary source of our cash flows from operations. There are provisions in the majority of our tenant leases that are intended to protect us from, and mitigate the risk of, the impact of inflation. These provisions include rent steps, reimbursement billings for operating expense pass-through charges, real estate tax, and insurance on a per square-foot basis, or in some cases, annual reimbursement of operating expenses above certain per square-foot allowances. However, due to the long-term nature of the leases, the leases may not readjust their reimbursement rates frequently enough to fully cover inflation.

Application of Critical Accounting Estimates

Our accounting policies have been established to conform with GAAP. The preparation of financial statements in conformity with GAAP requires management to use judgment in the application of accounting policies, including making estimates and assumptions. These judgments affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. If our judgment or interpretation of the facts and circumstances relating to various transactions had been different, it is possible that different accounting policies would have been applied, thus, resulting in a different presentation of the financial statements. Additionally, other companies may utilize different estimates that may impact comparability of our results of operations to those of companies in similar businesses. Refer to our Annual Report on Form 10-K for the year ended December 31, 2024 for a discussion of our critical accounting policies and estimates. There have been no material changes to these policies during the six months ended June 30, 2025.

Commitments and Contingencies

We are subject to certain commitments and contingencies with regard to certain transactions. Refer to [Note 8](#) to our consolidated financial statements for further explanation.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our future income, cash flows, and estimated fair values of our financial instruments depend in part upon prevailing market interest rates. Market risk is the exposure to loss resulting from changes in interest rates, foreign currency, exchange rates, commodity prices, and equity prices. As of June 30, 2025, our primary market risk is our exposure to interest rate fluctuations in connection with borrowings under our \$600 Million Unsecured 2022 Line of Credit. Many factors, including governmental monetary and tax policies, domestic and international economic and political considerations, and other factors that are beyond our control contribute to interest rate risk, including changes in the method pursuant to which SOFR rates are determined.

Our interest rate risk management objectives are to limit the impact of interest rate changes on earnings and cash flow primarily through a low-to-moderate level of overall borrowings, as well as managing the variability in rate fluctuations on our outstanding debt. As such, all of our debt as of June 30, 2025, other than the variable rate facility mentioned above, is currently based on fixed or effectively-fixed interest rates to hedge against volatility in the credit markets. We do not enter into derivative or interest rate transactions for speculative purposes, as such all of our debt and derivative instruments were entered into for purposes other than trading purposes.

The estimated fair value of our debt was approximately \$2.2 billion for both the periods ended June 30, 2025 and December 31, 2024. Our interest rate swap agreements in place as of June 30, 2025 carried a notional amount totaling \$325 million with a weighted-average fixed interest rate of 5.48%, and our interest swap agreements as of December 31, 2024 carried a notional amount totaling \$450 million with a weighted-average fixed interest rate of 5.07%.

As of June 30, 2025, our total outstanding debt subject to fixed, or effectively fixed, interest rates totaled approximately \$2.0 billion and had an average effective interest rate of approximately 6.02% per annum with contractual expirations, not including extension options, ranging from 2027 to 2032. A change in the market interest rate would impact the net financial instrument position of our fixed-rate debt portfolio but has no impact on interest incurred or cash flows for that portfolio.

As of June 30, 2025, we had \$151.0 million outstanding on our \$600 Million Unsecured 2022 Line of Credit. Our \$600 Million Unsecured 2022 Line of Credit currently has a stated rate of Adjusted SOFR plus 1.05% per annum (based on our current credit rating as defined in the credit agreement), resulting in a total interest rate of 5.60%. To the extent that we borrow additional funds in the future under the \$600 Million Unsecured 2022 Line of Credit or potential future variable-rate debt facilities, we would have exposure to increases in interest rates, which would potentially increase our cost of debt. Additionally, a 1.0% increase in variable interest rates on our existing outstanding borrowings as of March 31, 2025 would increase interest expense approximately \$1.5 million on a per annum basis.

ITEM 4. CONTROLS AND PROCEDURES

Management’s Conclusions Regarding the Effectiveness of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of management, including the Principal Executive Officer and the Principal Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”) as of the end of the quarterly period covered by this report. Based upon that evaluation, the Principal Executive Officer and the Principal Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report in providing a reasonable level of assurance that information we are required to disclose in the reports we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in applicable SEC rules and forms, including providing a reasonable level of assurance that information required to be disclosed by us in the reports we file under the Exchange Act is accumulated and communicated to our management, including the Principal Executive Officer and the Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are not subject to any material pending legal proceedings. However, we are subject to routine litigation arising in the ordinary course of owning and operating real estate assets. Our management expects that these ordinary routine legal proceedings will be covered by insurance and does not expect these legal proceedings to have a material adverse effect on our financial condition, results of operations, or liquidity. Additionally, management is not aware of any legal proceedings against Piedmont contemplated by governmental authorities.

ITEM 1A. RISK FACTORS

There have been no known material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024, and Quarterly Report on Form 10-Q for the quarter ended March 31, 2025.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

- (a) There were no unregistered sales of equity securities during the second quarter of 2025.
- (b) None.
- (c) None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit Number	Description of Document
3.1.1	Third Articles of Amendment and Restatement of Piedmont (incorporated by reference to Exhibit 3.1 to Piedmont's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, filed on March 16, 2010).
3.1.2	Articles of Amendment of Piedmont effective June 30, 2011 (incorporated by reference to Exhibit 3.2 to Piedmont's Current Report on Form 8-K filed on July 6, 2011).
3.1.3	Articles Supplementary of Piedmont effective June 30, 2011 (incorporated by reference to Exhibit 3.1 to Piedmont's Current Report on Form 8-K filed on July 6, 2011).
3.1.4	Articles Supplementary to the Third Articles of Amendment and Restatement of Piedmont, as supplemented and amended (incorporated by reference to Exhibit 3.1 to Piedmont's Current Report on Form 8-K, filed on November 14, 2016).
3.1.5	Articles of Amendment to the Third Articles of Amendment and Restatement of Piedmont, as supplemented and amended (incorporated by reference to Exhibit 3.1 to Piedmont's Current Report on Form 8-K filed on May 23, 2018).
3.1.6	Articles of Amendment to the Third Articles of Amendment and Restatement of Piedmont, as supplemented and amended (incorporated by reference to Exhibit 3.1 to Piedmont's Current Report on Form 8-K filed on June 9, 2025).
3.2	Second Amended and Restated Bylaws of Piedmont (incorporated by reference to Exhibit 3.2 to Piedmont's Current Report on Form 8-K, filed on June 9, 2025).
10.1	Executive Severance Plan, as amended and restated June 6, 2025*
10.2	Amendment No. 3 to the Second Amended and Restated 2007 Omnibus Incentive Plan*
22.1	Subsidiary Issuer of Guaranteed Securities
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Indicates management compensatory plan or arrangement.

SIGNATURES

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

PIEDMONT REALTY TRUST, INC.

(Registrant)

Dated: July 28, 2025

By: /s/ Sherry L. Rexroad

Sherry L. Rexroad

Chief Financial Officer and Executive Vice President

(Principal Financial Officer and Duly Authorized Officer)

PIEDMONT REALTY TRUST, INC.**EXECUTIVE SEVERANCE PLAN****As amended and restated June 6, 2025****1. Establishment; Purpose.**

(a) **Establishment.** Piedmont Realty Trust, Inc. (formerly known as Piedmont Office Realty Trust, Inc.), a Maryland corporation, established this Piedmont Realty Trust Executive Severance Plan (formerly known as the Piedmont Office Realty Trust Executive Severance Plan (the “Plan”), effective September 30, 2024 (the “Effective Date”) and which is hereby amended and restated effective June 6, 2025 to replace all references to Piedmont Office Realty Trust, Inc. with Piedmont Realty Trust, Inc. The Plan shall apply to each Participant who incurs a Qualified Termination on or after the Effective Date.

(b) **Purpose.** The purposes of the Plan include (i) providing certain executives of the Company and/or any Affiliate who become Participants with severance pay benefits in the event of the termination of their employment (whether before or in connection with a Change in Control of the Company), (ii) better enabling the Company and its Affiliates to attract and retain highly qualified executives, and (iii) providing Participants with individual financial security in the event of a Change in Control of the Company so that such individuals are focused on pursuing transaction opportunities that are beneficial to shareholders. The Plan is not intended to constitute an “employee pension benefit plan” within the meaning of Section 3 of ERISA and the corresponding Department of Labor regulations and other guidance.

2. Definitions. For purposes of the Plan, the following terms have the meanings set forth below:

“Accrued Compensation” means the sum of the following: (a) any accrued but unpaid payments of the Participant’s Annual Base Salary through the Termination Date; (b) a payment in respect of all unpaid, but accrued and unused vacation or paid time off through the Termination Date, but only to the extent required by Company policy and/or applicable law; (c) any annual bonus earned but unpaid as of the Termination Date for any previously completed fiscal year (i.e., not the Termination Year); (d) reimbursement for any unreimbursed business expenses properly incurred by the Participant in accordance with Company policy through the Termination Date; and (e) such rights, if any, under any award granted to the Participant pursuant to the Incentive Plan and other compensation programs and employee benefits to which the Participant may be entitled upon termination of employment according to the documents governing such benefits.

“Administrator” means the Compensation Committee of the Board, which shall be responsible for the general administration and management of this Plan.

“Affiliate” means: (a) any Subsidiary of the Company; (b) any corporation or other entity that, directly or through one (1) or more intermediaries, controls, is controlled or is under common control with the Company; and (c) any corporation or other entity in which the Company has a significant equity interest, as determined by the Administrator.

“Annual Base Salary” means the Participant’s annual base salary (including all amounts of such base salary that are voluntarily deferred under any qualified and non-qualified plans of the Company) determined at the highest rate in effect during the twelve (12) month period immediately preceding a Participant’s Termination Date.

“Board” means the Board of Directors of the Company.

“Cause” means:

(a) any material act or material omission by Participant which constitutes intentional misconduct in connection with the Company’s or any Affiliate’s business or relating to Participant’s duties as reasonably assigned by Participant’s supervisor or a willful violation of law in connection with the Company’s or any Affiliate’s business or relating to Participant’s duties as reasonably assigned by Participant’s supervisor;

(b) an act of fraud, conversion, misappropriation or embezzlement by Participant with respect to the Company’s or any Affiliate’s assets or business or assets in the possession or control of the Company or any Affiliate or conviction of, indictment for (or its procedural equivalent) or entering a guilty plea or plea of no contest with respect to a felony, the equivalent thereof or any crime involving any moral turpitude with respect to which imprisonment is a common punishment;

(c) any act of dishonesty committed by Participant in connection with the Company’s or any Affiliate’s business or relating to Participant’s duties as reasonably assigned by Participant’s supervisor;

(d) the willful neglect of material duties of Participant (as reasonably assigned by Participant’s supervisor) or gross misconduct by Participant;

(e) a Participant’s violation of any of the Company’s policies, including, but not limited to, policies regarding sexual harassment, insider trading, confidentiality, non-disclosure, non-competition, non-disparagement, substance abuse and conflicts of interest and any other written policy of the Company, which breach is materially injurious to the Company’s reputation, business interests and/or employees and other service providers and business partners;

(f) the use of illegal drugs or excessive use of alcohol to the extent that any of such uses, in the Board’s good faith determination, materially interferes with the performance of Participant’s duties to the Company or any Affiliate (as reasonably assigned by Participant’s supervisor);

(g) any other failure (other than any failure resulting from incapacity due to physical or mental illness) by Participant to perform Participant’s material and reasonable duties and responsibilities as an employee, director or consultant of the Company or any Affiliate; or

(h) any breach of the Participant's restrictive covenants or other material agreement with the Company, any of which continues without cure, if curable, reasonably satisfactory to the Board within ten (10) days following written notice from the Company or any Affiliate (except in the case of a willful failure to perform Participant's duties or a willful breach, which shall require no notice or allow no such cure right). For purposes of the foregoing sentence, no act, or failure to act, on Participant's part shall be considered "willful" unless the Participant acted, or failed to act, in bad faith or without reasonable belief that Participant's act or failure to act was in the best interest of the Company or any Affiliate. During the Change in Control Period, a Participant who was Chief Executive Officer or an Executive Officer as of immediately prior to the commencement of the Change in Control period shall not be deemed to be terminated for Cause unless and until there shall have been delivered to the Participant a copy of a resolution duly adopted by at least two-thirds of the independent members of the Board (or, if the Company is controlled by another corporation or entity, by the independent members of the board of directors of the ultimate parent of the Company) (after reasonable notice is provided to the Participant and the Participant is given an opportunity, together with counsel, to be heard before the Board (or the board of directors of the ultimate parent, if applicable), finding that, in the good faith opinion of the Board (or the board of directors of the ultimate parent, if applicable), the Participant is guilty of the conduct described in one or more of clauses (a) through (h) above and specifying the particulars thereof in detail.

"Change in Control Period" means the period beginning three (3) months before the Change in Control and ending on the date that is twenty-four (24) months following the Change in Control.

"Change in Control" has the meaning set forth in Incentive Plan.

"CIC Severance Multiplier" means (a) in the case of the Company's Chief Executive Officer, three (3); (b) in the case of an Executive Officer, two (2); and (c) in the case of a Designated EVP, one (1).

"Code" means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code shall include such section and any comparable section or sections of any future legislation that amends, supplements or supersedes such section.

"Company" has the meaning given to that term in Section 1(a) hereof.

"Designated EVP" means an executive employed by the Company or its Subsidiaries with the title of executive vice president who the Administrator designates as eligible for the Plan and who is not an Executive Officer and who is not the Company's Chief Executive Officer.

"Disability" means physical or mental incapacity whereby the Participant is unable with or without reasonable accommodation for (a) a period of six (6) consecutive months or (b) for an aggregate of nine (9) months in any twenty-four (24) consecutive month period, to perform the essential functions of Participant's duties; *provided*, in each case, that solely to the extent necessary to avoid the application of a penalty under Section 409A of the Code, the Participant is disabled within the meaning of Section 409A(a)(2)(C) of the Code.

“Eligible Executive” means: (a) the Company’s Chief Executive Officer; (b) an Executive Officer; and (c) a Designated EVP.

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

“Executive Officer” means an executive who (a) is employed by the Company or its Subsidiaries, (b) is designated by the Company as an “executive officer” of the Company consistent with 17 CFR 240.3b-7, and (c) is not the Company’s Chief Executive Officer.

“General Severance Multiplier” means (a) in the case of the Company’s Chief Executive Officer, two (2); (b) in the case of an Executive Officer, one (1); and (c) in the case of a Designated EVP, zero (0).

“Good Reason” means the occurrence of any of the following events, without the express written consent of the Participant:

(a) the failure of the Company to pay or cause to be paid scheduled installments of the Participant’s Annual Base Salary or other compensation when due;

(b) a material diminution in the Participant’s status, including, title, position, duties, authority or responsibility;

(c) (i) outside of a Change in Control Period, a material reduction in the Participant’s Annual Base Salary or Target Annual Bonus, in each case, as in effect for the Participant as of immediately prior to the Effective Date (or as thereafter increased from time to time) or (ii) during a Change in Control Period, any reduction in the Participant’s Base Salary or Target Annual Bonus, in each case, as in effect for the Participant as of immediately prior to the Termination Date or as of immediately prior to the Change in Control Period (whichever is greater);

(d) relocation of a Participant’s principal office location to a location more than fifty (50) miles from its location as of immediately prior to such relocation;

(e) any other event or circumstance specified in a Participant’s Participation Agreement; or

(f) during a Change in Control Period, a reduction in the Participant’s annual equity incentive opportunity as in effect for the Participant as of immediately prior to the Termination Date or as of immediately prior to the Change in Control Period (whichever is greater).

Notwithstanding the foregoing, (1) Good Reason shall not be deemed to exist unless the Participant gives to the Company a written notice identifying the event or condition purportedly giving rise to Good Reason expressly referencing the applicable clause of this definition within ninety (90) days after the time at which the Participant first becomes aware of the event or condition; and (2) if there exists an event or condition that constitutes Good Reason, the Company shall have thirty (30) days from the date notice of Good Reason is given to cure such event or condition and, if the Company does so, such event or condition shall not constitute

Good Reason hereunder; and if the Company does not cure such event or condition within such thirty (30) day period, the Participant shall have thirty (30) days thereafter to give Notice of Termination of employment on account thereof to the Company (with such Notice of Termination specifying a termination date no later than ten (10) days from the date of such Notice of Termination).

“Incentive Plan” means the Company’s 2007 Omnibus Incentive Plan, as amended and/or restated from time to time, or any successor shareholder-approved equity incentive plan maintained by the Company.

“Notice of Termination” means a written notice that (a) indicates the specific termination provision in the Plan relied upon, (b) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant’s employment under the provision so indicated, and (c) if the Termination Date is other than the date of receipt of such notice, specifies the Termination Date (which date shall be not more than thirty (30) calendar days after the giving of such notice).

“Other Benefits” has the meaning given to that term in Section 4(f) hereof.

“Participant” has the meaning given to that term in Section 3(a) hereof.

“Participation Agreement” means the latest participation agreement signed by the Company and an Eligible Executive providing for the Eligible Executive’s participation in the Plan.

“Plan” has the meaning given to that term in Section 1(a) hereof.

“Qualified Termination” means any termination of a Participant’s employment: (i) by the Company other than for Cause, Disability or death; or (ii) by a Participant for Good Reason.

“Release” has the meaning given to that term in Section 6 hereof.

“Section 409A” has the meaning give to that term in Section 23(a) hereof.

“Subsidiary” means any entity in which the Company owns or otherwise controls, directly or indirectly, stock or other ownership interests having the voting power to elect a majority of the board of directors, or other governing group having functions similar to a board of directors, as determined by the Administrator, including any entity that qualifies as a “subsidiary corporation” of the Company under Section 424(f) of the Code.

“Target Annual Bonus” means (a) with respect to a Participant whose target annual bonus is expressed as a percentage of Annual Base Salary, the Participant’s target annual bonus under the Company’s annual bonus program in which the Participant is covered; and (b) with respect to a Participant whose target annual bonus is expressed as a fixed target value, the Participant’s fixed target value under the Company’s annual bonus program in which the Participant is covered.

“Termination Date” means: (a) if the Participant’s employment is terminated by the Company or any Affiliate for Cause or due to Disability, or by the Participant for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein within thirty (30) calendar days after such notice, as the case may be; (b) if the Participant’s employment is terminated by the Company or an Affiliate other than for Cause or Disability, or if the Participant voluntarily resigns without Good Reason, the date on which the terminating party notifies the other party that such termination shall be effective, *provided that* on a voluntary resignation without Good Reason, the Company may, in its sole discretion, make such termination effective on any date it elects in writing between the date of the notice and the proposed date of termination specified in the notice; or (c) if the Participant’s employment is terminated by reason of death, the date of death of Participant.

“Termination Year” means the fiscal year of the Company in which the Termination Date occurs.

3. Participation.

(a) Designation of Participants. Each Eligible Executive who (i) receives a Participation Agreement from the Company, and (ii) executes and returns such Participation Agreement to the Company in accordance with the terms of the Participation Agreement shall be a “Participant” in the Plan. For purposes of this Section 3(a), a Participation Agreement shall be deemed delivered by the Eligible Executive and/or the Company by any of the following methods: (A) upon personal delivery, (B) upon being sent by email or posting to a Company portal to which the Eligible Executive has unrestricted access, (C) on the third (3rd) business day after having been mailed, if sent by first class mail, return receipt requested, or (D) upon delivery by email with receipt acknowledged. Notwithstanding the foregoing, an Eligible Executive who is a party to an employment agreement, offer letter or other agreement with the Company and/or any Affiliate that provides for severance benefits (the “Other Severance Rights”) shall not become a Participant, unless and until (1) such Eligible Executive is designated as a Participant by the Administrator, and (2) in the case of the Company’s Chief Executive Officer and any Executive Officer, the applicable Participation Agreement shall include a waiver of all rights to the Other Severance Rights under such employment agreement or offer letter.

(b) Duration of Participation. A Participant shall cease to be a Participant in the Plan if: (i) the Participant ceases to be employed by the Company or an Affiliate, unless such Participant is then entitled to a severance benefit as provided in Section 4(a) hereof; or (ii) subject to Section 18 hereof and except as otherwise provided in a Participant’s Participation Agreement, the Administrator removes the Participant from the Plan by providing notice to the Participant in accordance with Section 17 hereof. Further, except as otherwise provided in a Participant’s Participation Agreement, participation in the Plan is subject to the unilateral right of the Administrator to terminate or amend the Plan in whole or in part as provided in Section 18 hereof. Notwithstanding anything herein to the contrary, a Participant who is then entitled to a severance benefit as provided in Section 4(a) hereof shall remain a Participant in the Plan until the amounts and benefits payable under the Plan have been paid or provided to the Participant in full. Any severance benefits to be provided to a Participant under the Plan are subject to all of the terms and conditions of the Plan, including Sections 6 and 7 hereof.

(c) No Employment Rights. To the extent permitted by applicable law, participation in the Plan does not alter the status of a Participant as an at-will employee, and nothing in the Plan will limit or affect in any manner the right of the Company or any Affiliate to terminate the

employment or adjust the compensation of a Participant at any time and for any reason (with or without Cause).

4. Severance Benefits.

(a) Qualified Termination. Subject to compliance with Sections 6 and 7 hereof, in the event that a Participant incurs a Qualified Termination or a termination due to death or Disability on or after the Effective Date, the Participant shall be entitled to the compensation and benefits set forth in Sections 4(b), 4(c) and 4(d) hereof (as applicable).

(b) Termination due to Death or Disability. Subject to Sections 4(h), 6 and 7 hereof, if the Participant's employment is terminated due to the Participant's death or Disability, the Participant shall be entitled to the following benefits.

(i) Accrued Compensation. The Company shall pay or provide the Accrued Compensation to the Participant or the Participant's estate. The Accrued Compensation shall be paid in a single lump sum within thirty (30) calendar days after the Termination Date, or on such earlier date as may be required by the applicable Company plan or policy or by applicable law; *provided, however*, that if any portion of the Accrued Compensation constitutes "nonqualified deferred compensation" within the meaning of Section 409A, such portion of the Accrued Compensation payment shall be paid (A) if such portion corresponds to an annual bonus, at the time that bonuses with respect to such previously completed fiscal year(s) are or otherwise would be paid in accordance with the terms of the applicable plan, and/or (B) if the Participant has made an irrevocable election under any deferred compensation arrangement subject to Section 409A to defer any portion of such Accrued Compensation, then in accordance with such election.

(ii) Severance Payment. The Company shall pay to the Participant or the Participant's estate the amount of severance pay equal to (x) the General Severance Multiplier, *multiplied by* (y) the sum of Participant's (A) Annual Base Salary, and (B) the Participant's Target Annual Bonus for the Termination Year.

(iii) Pro-Rated Target Annual Bonus. The Company shall pay to the Participant or the Participant's estate a pro-rata portion of the Participant's Target Annual Bonus for the Termination Year. Such pro-rata bonus payout will be equal to (x) the amount of the Target Annual Bonus for the Termination Year *multiplied by* (y) the percentage of the Termination Year that shall have elapsed through the Termination Date.

(iv) Equity Awards. Each equity award held by the Participant pursuant to the Incentive Plan that is subject solely to a time-based vesting condition shall become vested as follows: (1) either in accordance with the original terms of the award, or (2) as though such grant or award had vested, on a pro-rated basis over the applicable time-based vesting period specified in the original award, based on the percentage of such vesting period that shall have elapsed through the Termination Date, reduced by vested installments already received, whichever results in the highest number of vested securities or other rights. The Participant or the Participant's estate shall have the greater of (A) thirty (30) days or (B) the period specified in the grant or award, in which to exercise (if applicable) any vested awards; *provided, that* in no event shall such exercise period be extended past the date the grant or award expires by its terms.

(v) Health Continuation. The Company shall pay to the Participant or the Participant's estate a cash payment in an amount equal to (x) the full monthly premium charged for coverage under the Company's group medical plan at Participant's then current level of coverage as of the Qualified Termination, *multiplied by* (y) twelve (12),

multiplied by (z) 170%, to account for any applicable federal, state and other taxes payable by the Participant or the Participant's estate with respect to the payment or distribution pursuant to this Section 4(b)(v). For the avoidance of doubt, such payment is not required to be used by the Participant to purchase medical coverage.

(c) Qualified Termination not in Connection with Change in Control. Subject to Sections 4(h), 6 and 7 hereof, if the Participant's Qualified Termination occurs outside of the Change in Control Period, the Participant shall be entitled to the following benefits.

(i) Accrued Compensation. The Company shall pay or provide the Accrued Compensation to the Participant. The Accrued Compensation shall be paid in a single lump sum within thirty (30) calendar days after the Termination Date, or on such earlier date as may be required by the applicable Company plan or policy or by applicable law; *provided, however*, that if any portion of the Accrued Compensation constitutes "nonqualified deferred compensation" within the meaning of Section 409A, such portion of the Accrued Compensation payment shall be paid (A) if such portion corresponds to an annual bonus, at the time that bonuses with respect to such previously completed fiscal year(s) are or otherwise would be paid in accordance with the terms of the applicable plan, and/or (B) if the Participant has made an irrevocable election under any deferred compensation arrangement subject to Section 409A to defer any portion of such Accrued Compensation, then in accordance with such election.

(ii) Severance Payment. The Company shall pay to the Participant the amount of severance pay equal to (x) the General Severance Multiplier, *multiplied by* (y) the sum of Participant's (A) Annual Base Salary, and (B) the Participant's Target Annual Bonus for the Termination Year (disregarding any reduction thereto that constitutes Good Reason).

(iii) Pro-Rated Target Annual Bonus. The Company shall pay to the Participant a pro-rata portion of the Participant's Target Annual Bonus for the Termination Year. Such pro-rata bonus payout will be equal to (x) the amount of Target Annual Bonus for the Termination Year (disregarding any reduction thereto that constitutes Good Reason) *multiplied by* (y) the percentage of the Termination Year that shall have elapsed through the Termination Date.

(iv) Equity Awards. Notwithstanding anything in the Incentive Plan, any sub-plan, or any award agreement to the contrary, each equity award held by the Participant pursuant to the Incentive Plan that (a) is subject solely to a time-based vesting condition shall accelerate and become 100% vested and exercisable (as applicable), and (b) vests based on the attainment of performance goals shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreement. The Participant shall have the greater of (1) thirty (30) days or (2) the period specified in the grant or award, in which to exercise (if applicable) any vested awards; *provided, that* in no event shall such exercise period be extended past the date the grant or award expires by its terms.

(v) Health Continuation. The Company shall pay to the Participant a cash payment in an amount equal to (w) the full monthly premium charged for coverage under the Company's group medical plan at Participant's then current level of coverage as of the Qualified Termination, *multiplied by* (x) twelve (12), *multiplied by* (y) the General Severance Multiplier, *multiplied by* (z) 170%, to account for any applicable federal, state and other taxes payable by the Participant or the Participant's estate with respect to the payment or distribution pursuant to this Section 4(c)(v). For the avoidance of doubt, such payment is not required to be used by the Participant to purchase medical coverage.

(d) Qualified Termination in Connection with Change in Control. Subject to Sections 4(h), 6 and 7 hereof, if the Participant's Qualified Termination occurs during the Change in Control Period (*provided, that* each of the Qualified Termination and Change in Control occur on or after the Effective Date), the Participant shall be entitled to the following benefits:

(i) Accrued Compensation. The Company shall pay or provide the Accrued Compensation to the Participant. The Accrued Compensation shall be paid in a single lump sum within thirty (30) calendar days after the Termination Date, or on such earlier date as may be required by the applicable Company plan or policy or by applicable law; *provided, however,* that if any portion of the Accrued Compensation constitutes "nonqualified deferred compensation" within the meaning of Section 409A, such portion of the Accrued Compensation payment shall be paid (A) if such portion corresponds to an Annual Bonus, at the time that bonuses with respect to such previously completed fiscal year(s) are or otherwise would be paid in accordance with the terms of the applicable plan, and/or (B) if the Participant has made an irrevocable election under any deferred compensation arrangement subject to Section 409A to defer any portion of such Accrued Compensation, then in accordance with such election.

(ii) Severance Payment. The Company shall pay to the Participant the amount of severance pay equal to (x) the CIC Severance Multiplier, *multiplied by* (y) the sum of Participant's (A) Annual Base Salary, and (B) the Participant's Target Annual Bonus for the Termination Year or, if greater, as in effect immediately prior to the Change in Control Period (in each case, disregarding any reduction thereto that constitutes Good Reason).

(iii) Pro-Rated Target Annual Bonus. The Company shall pay to the Participant a pro-rata portion of the Participant's Target Annual Bonus for the Termination Year. Such pro-rata bonus payout will be equal to (x) the amount of Target Annual Bonus for the Termination Year or, if greater, as in effect immediately prior to the Change in Control Period (in each case, disregarding any reduction thereto that constitutes Good Reason) *multiplied by* (y) the percentage of the Termination Year that shall have elapsed through the Termination Date.

(iv) Equity Awards. Notwithstanding anything in the Incentive Plan, any sub-plan, or any award agreement to the contrary, each equity award held by the Participant pursuant to the Incentive Plan that (a) is subject solely to a time-based vesting condition (including any performance-based vesting equity award that is converted into a time-based vesting equity award upon the occurrence of a Change in Control in accordance with Section 5) shall accelerate and become 100% vested and exercisable (as applicable) and (b) vests based on the attainment of performance goals which remain applicable as of the Termination Date (because such award was granted after the Change in Control such that Section 5 does not apply) shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreement. The Participant shall have the greater of (1) thirty (30) days or (2) the period specified in the grant or award, in which to exercise (if applicable) any vested awards; *provided, that,* in no event shall such exercise period be extended past the date the grant or award expires by its terms.

(v) Health Continuation. The Company shall pay to the Participant a cash payment in an amount equal to (w) the full monthly premium charged for coverage under the Company's group medical plan at Participant's then current level of coverage as of the Qualified Termination, *multiplied by* (x) twelve (12), *multiplied by* (y) the CIC Severance Multiplier, *multiplied by* (z) 170%, to account for any applicable federal, state and other taxes payable by the Participant or the Participant's estate with respect to the

payment or distribution pursuant to this Section 4(d)(v). For the avoidance of doubt, such payment is not required to be used by the Participant to purchase medical coverage.

(e) Severance Payment Date. Any severance and benefits payable pursuant to Sections 4(b)(ii), (iii) and (iv) and Sections 4(c)(ii), (iii) and (iv) hereof will be paid in a lump sum cash payment on the first payroll date following the date on which the Release has become effective and irrevocable, less all applicable taxes and withholdings; *provided, however*, that the Release has become effective and irrevocable in accordance with its terms by the sixtieth (60th) day following the Termination Date.

(f) Other Benefits. To the extent not theretofore paid or provided, the Company shall pay or provide, or cause to be paid or provided, to the Participant (or his or her beneficiary or estate) any other amounts or benefits required to be paid or provided or which the Participant is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company, including any benefits to which the Participant is entitled under Part 6 of Subtitle B of Title I of ERISA (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits") in accordance with the terms and normal procedures of each such plan, program, policy or practice or contract or agreement, based on accrued and vested benefits through the Termination Date.

(g) Other Terminations. If a Participant's employment is terminated for Cause or as a result of Participant's voluntarily resignation without Good Reason, then the Company shall pay or provide to the Participant only: (i) the Other Benefits, and (ii) the Accrued Compensation, paid in a single lump sum within thirty (30) calendar days after the Termination Date, or on such earlier date as may be required by the applicable Company plan or policy or by applicable law, *provided, that*, any portion of the Accrued Compensation that constitutes "nonqualified deferred compensation" within the meaning of Section 409A shall be paid (A) if such portion corresponds to an annual bonus, at the time that bonuses with respect to such previously completed fiscal year(s) are or otherwise would be paid in accordance with the terms of the applicable plan, and/or (B) if the Participant has made an irrevocable election under any deferred compensation arrangement subject to Section 409A to defer any portion of such Accrued Compensation, then in accordance with such election.

(h) Notice of Termination. Any termination by the Company for Cause or by Participant for Good Reason shall be communicated by Notice of Termination to the Participant or to the Company, as applicable, in accordance with Section 17 hereof. The failure by the Company or the Participant to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason, as applicable, shall not waive any right of the Company or the Participant hereunder or preclude the Company or the Participant from asserting such fact or circumstance in enforcing the Company's or the Participant's rights hereunder.

(i) Resignation from All Positions. Notwithstanding any other provision of the Plan, upon the termination of a Participant's employment for any reason, unless otherwise requested by the Company, the Participant shall immediately resign from all officer and director positions that he or she may hold with the Company and its Affiliates. As a condition of receiving any severance benefits under the Plan, each Participant shall execute any and all documentation to effectuate such resignations upon request by the Company, but he or she shall be treated for all purposes as having so resigned upon termination of his or her employment, regardless of when or whether he or she executes any such documentation.

5. Performance-Based Awards. Notwithstanding anything in the Incentive Plan, any sub-plan, or any award agreement to the contrary, upon the occurrence of a Change in Control, each performance-based vesting equity award held by a Participant pursuant to the Incentive Plan

shall automatically convert to a time-based vesting equity award relating to a number of shares of Company common stock equal to (a) the target number of shares underlying such award immediately prior to the Change in Control, *multiplied by* (b) the greater of (i) the actual level of achievement of the applicable performance goals as of the most recent practicable date prior to the Change in Control, as determined by the Administrator prior to the Change in Control and (ii) the target level of achievement of the applicable performance goals. Such converted time-based vesting equity award shall remain subject to the time-based vesting conditions applicable to such award under the applicable award agreement, except as otherwise provided in Section 4(d)(iv).

6. Release. Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to provide any severance payment or benefit under Sections 4(b)(ii)-(v), Sections 4(c)(ii)-(v) or Sections 4(d)(ii)-(v) hereof, unless: (a) the Participant first executes and delivers to the Company within forty-five (45) calendar days after the Termination Date a fully executed general release of claims in favor of the Company, its Affiliates and their respective officers and directors substantially in the form attached hereto as Annex A (the “Release”); (b) the Participant does not timely revoke the Release; and (c) the Release becomes effective and irrevocable in accordance with its terms on or before the sixtieth (60th) day following the Termination Date; *provided, however*, that to the extent that any severance payment or benefit is deferred compensation under Section 409A, and is not otherwise exempt from the application of Section 409A, then, if the period during which the Participant may consider and sign the Release spans two (2) calendar years, the severance payment or benefit will not begin until the second (2nd) calendar year. In addition, if a Participant materially breaches any of the material terms of the Release, then the Participant shall not be eligible for any further severance payment or benefits and may be required to repay any severance payments or benefits already paid to the Participant pursuant to the Plan.

7. Restrictive Covenants. As a condition to becoming a Participant hereunder and in consideration of opportunity to receive the severance payments and benefits payable to a Participant under Sections 4(b)(ii)-(v), Sections 4(c)(ii)-(v) or Sections 4(d)(ii)-(v) hereof, which the Participant acknowledges, in combination with the Participant’s access to the Company’s goodwill and trade secrets, are good and valuable consideration, the Participant shall be required to agree to the restrictive covenants set forth in the Participation Agreement, which include, without limitation, covenants regarding maintaining the Company’s confidential information, refraining from soliciting the Company’s employees, suppliers, and customers, refraining from competing with the Company, and refraining from making disparaging remarks, all of which shall be set forth in the Participation Agreement. If a Participant materially violates any of the material provisions of the Participation Agreement, such Participant shall immediately forfeit his right to receive any severance payment or benefits, the Company shall have no further obligation to make any payment of severance payments or benefits to such Participant, and such Participant shall be obligated to repay severance payments or benefits already paid to the Participant pursuant to the Plan to the maximum extent permitted by applicable law.

8. No Mitigation. In no event shall a Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of the Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.

9. Effect on Other Plans, Agreements and Benefits.

(a) Relation to Other Benefits. Unless otherwise provided herein, nothing in the Plan shall prevent or limit a Participant’s continuing or future participation in any plan, program, policy or practice provided by the Company and/or its Affiliates for which the Participant may qualify, nor, except as explicitly set forth in the Plan, shall anything herein limit or otherwise affect such rights as a Participant may have under any other contract or agreement with the

Company and/or its Affiliates. Any economic or other benefit to a Participant under the Plan will not be taken into account in determining any benefits to which the Participant may be entitled under any profit-sharing, retirement, workers compensation or other benefit or compensation plan maintained by the Company and/or its Affiliates (except to the extent provided otherwise in any such plan with respect to Accrued Compensation).

(b) **Non-Duplication.** Notwithstanding the foregoing provisions of Section 9(a) hereof, and except in the case of a Designated EVP, any severance benefits received by a Participant pursuant to the Plan shall be in lieu of any general severance policy or other severance plan maintained by the Company and/or its Affiliates (other than a stock option, restricted stock, share or unit, performance share or unit, long-term transition incentive award, supplemental retirement, deferred compensation or similar plan or agreement which may contain provisions operative on a termination of the Participant's employment or may incidentally refer to accelerated vesting or accelerated payment upon a termination of employment). Further, as a condition of participating in the Plan, each Participant (other than a Designated EVP) who is a party to an offer letter, employment agreement or other contract that otherwise would provide for severance benefits acknowledges and agrees that the severance benefits payable under the Plan shall be in lieu of and in full substitution for (and not in duplication of), any right to severance benefits under any such employment agreement or offer letter with the Company and/or its Affiliates. Designated EVPs will continue to be eligible for any severance benefits provided for under any employment agreement, offer letter or severance program. In addition, while no Participant shall be entitled to receive severance payments under both Sections 4(b) and 4(c) of the Plan for the same Qualified Termination, in the event a Participant's Qualified Termination occurs within the Change in Control Period, such Participant shall be entitled to the higher severance payments provided for in Section 4(d) of the Plan and for purposes of any Designated EVP, Section 4(d) shall supersede in full any employment agreement, offer letter or severance program.

10. Certain Tax Matters. In the event it shall be determined that any payment or distribution by the Company and/or its Affiliates to or for the benefit of a Participant (whether paid or payable or distributed or distributable pursuant to the terms of the Plan or otherwise) (the "Total Payments"), is or will be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced to the maximum amount that could be paid to the Participant without giving rise to the Excise Tax (the "Safe Harbor Cap"), if the net after-tax benefit to the Participant after reducing the Participant's Total Payments to the Safe Harbor Cap is greater than the net after-tax (including the Excise Tax) benefit to the Participant without such reduction. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing first the payments made pursuant to Section 4(d)(ii) of the Plan, then to the payments made pursuant to Section 4(d)(iii) of the Plan, then to the payments made pursuant to Section 4(d)(iv) of the Plan and then to any other payment that triggers such Excise Tax in the following order: (a) reduction of cash payments, (b) cancellation of accelerated vesting of equity awards (based on the reverse order of the date of grant), and (c) reduction of any other payments due to the Participant (with benefits or payments in any group having different payment terms being reduced on a pro-rata basis). All mathematical determinations, and all determinations as to whether any of the Total Payments are "parachute payments" (within the meaning of Section 280G of the Code), that are required to be made under this paragraph, including determinations as to whether the Total Payments to Participant shall be reduced to the Safe Harbor Cap and the assumptions to be utilized in arriving at such determinations, shall be made at the Company's expense by a nationally recognized accounting or valuation firm selected by the Administrator prior to the relevant Change in Control.

11. Administration.

(a) The Administrator shall have all powers and duties reasonably necessary to fulfill its responsibilities, including, but not limited to, the reasonable discretion to interpret, construe, and apply the provisions of this Plan, to determine all questions relating to eligibility for benefits under this Plan, and to make any findings of fact needed in the administration of this Plan. Following a Change in Control, the validity of any such interpretation, construction, decision, or finding of fact shall be given *de novo* review if challenged in court, by arbitration, or in any other forum, and such *de novo* standard shall apply notwithstanding the grant of discretion hereunder to the Administrator.

12. Claims for Benefits.

(a) Filing a Claim. Any Participant or beneficiary who wishes to file a claim for benefits under the Plan must file his or her claim in writing with the Administrator.

(b) Review of a Claim. The Administrator shall, within ninety (90) calendar days after receipt of such written claim (unless special circumstances require an extension of time, but in no event more than one hundred eighty (180) calendar days after such receipt), send a written notification to the Participant or beneficiary as to its disposition. If the claim is wholly or partially denied, such written notification shall (i) state the specific reason or reasons for the denial, (ii) make specific reference to pertinent Plan provisions on which the denial is based, (iii) provide a description of any additional material or information necessary for the Participant or beneficiary to perfect the claim and an explanation of why such material or information is necessary, and (iv) set forth the procedure by which the Participant or beneficiary may appeal the denial of his or her claim, including, without limitation, a statement of the claimant's right to bring an action under Section 502(a) of ERISA following an adverse determination on appeal.

(c) Appeal of a Denied Claim. If a Participant or beneficiary wishes to appeal the denial of his or her claim, he or she must request a review of such denial by making application in writing to the Administrator within sixty (60) calendar days after receipt of such denial. Such Participant or beneficiary (or his or her duly authorized legal representative) may, upon written request to the Administrator, (i) review any documents pertinent to his or her claim, and (ii) submit, in writing, issues and comments in support of his or her position. A Participant or beneficiary who fails to file an appeal within the 60-day period set forth in this Section 12(c) shall be prohibited from doing so at a later date or from bringing an action under ERISA.

(d) Review of a Claim on Appeal. Within sixty (60) calendar days after receipt of a written appeal (unless the Administrator determines that special circumstances, such as the need to hold a hearing, require an extension of time, but in no event more than one hundred twenty (120) calendar days after such receipt), the Administrator shall notify the Participant or beneficiary of the final decision. The final decision shall be in writing and shall include: (i) specific reasons for the decision, written in a manner calculated to be understood by the claimant, (ii) specific references to the pertinent Plan provisions on which the decision is based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents relevant to the claim for benefits, and (iv) a statement describing the claimant's right to bring an action under Section 502(a) of ERISA.

13. Participants Deemed to Accept Plan. By accepting any payment or benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the

Administrator, the Company and/or its Affiliates, in any case in accordance with the terms and conditions of the Plan.

14. Successors.

(a) Company Successors. The Plan shall bind any successor of the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would be obligated under the Plan if no succession had taken place. The Company shall require any such successor to expressly assume and agree to perform the Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) Participant Successors. The rights of a Participant to receive any benefits hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his or her will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 14(b), the Company shall have no liability or obligation to pay any amount so attempted to be assigned, transferred or delegated.

15. Unfunded Status. All payments pursuant to the Plan shall be made from the general funds of the Company, and no special or separate fund shall be established or other segregation of assets made to assure payment. No Participant or other person shall have under any circumstances any interest in any particular property or assets of the Company as a result of participating in the Plan.

16. Withholding. The Company and/or its Affiliates may withhold from any amounts payable under the Plan all federal, state, city or other taxes as the Company and/or its Affiliates are required to withhold pursuant to any law or government regulation or ruling.

17. Notices. Any notice provided for in the Plan shall be in writing and shall be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested, to the recipient. Notices to Participant shall be sent to the address of Participant most recently provided to the Company. Notices to the Company should be sent to Piedmont Realty Trust, Inc. Attn: Chief Financial and Administrative Officer, 5565 Glenridge Connector Ste. 450, Atlanta, Georgia 30342. Notice and communications shall be effective (a) on the date of delivery, if delivered by hand, (b) on the first business day following the date of dispatch, if delivered utilizing overnight courier, or (c) three (3) business days after having been mailed, if sent by first class mail.

18. Amendments; Termination. The Administrator expressly reserves the universal right to amend, modify, terminate or discontinue the Plan at any time; provided, however, that (a) no amendment or termination of, or discontinuance of participation in, the Plan will decrease the amount of any severance pay or benefits awarded but not yet fully paid to a Participant prior to the date of such amendment or termination without the written consent of the Participant, (b) no such amendment, modification, termination or discontinuance that would impair the rights of a Participant shall be effective unless: (i) such amendment, modification, termination or discontinuance is approved by at least two-thirds of the independent members of the Board; (ii) the Participant is provided no less than ten (10) days' notice prior to such approval; and (iii) such amendment, modification, termination or discontinuance does not become effective until the twelve (12) month anniversary of the date approved by two-thirds of the independent members of the Board, unless the affected Participant provides advance written consent to such amendment, modification, termination or discontinuance. In addition, during a Change in Control Period or otherwise in connection with or in anticipation of a Change in Control, the Company may not amend, modify, terminate or discontinue the Plan in any manner that would adversely

affect the rights of any Participant under the Plan, unless the Participant provides advance written consent to such amendment, modification, termination or discontinuance.

19. Governing Law. The Plan shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the state of Georgia, without regard to conflicts of law principles.

20. Legal Fee Reimbursement during a Change in Control Period. Solely during, or with respect to, a Change in Control Period, the Company agrees to pay as incurred (within ten business days following the Company's receipt of an invoice from the Participant), to the full extent permitted by law, all legal fees and expenses that the Participant may reasonably incur as a result of any contest by the Company, the Participant, the Participant's estate or others during, or with respect to, a Change in Control Period of the validity or enforceability of, or liability under, any provision of this Plan or any guarantee of performance thereof (including as a result of any contest (regardless of the outcome) by the Participant about the amount of any payment pursuant to this Plan), plus, in each case, interest on any delayed payment to which the Participant or the Participant's estate is ultimately determined to be entitled at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code based on the rate in effect for the month in which such legal fees and expenses were incurred.

21. Severability. Whenever possible, each provision of the Plan shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Plan is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but the Plan shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Headings. Headings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

23. Section 409A.

(a) **In General.** Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "**Section 409A**") imposes payment restrictions on "nonqualified deferred compensation" (i.e., potentially including payments owed to a Participant upon termination of employment). Failure to comply with these restrictions could result in negative tax consequences to a Participant, including immediate taxation, interest and a twenty percent (20%) additional income tax. It is the Company's intent that the Plan be exempt from the application of, or otherwise comply with, the requirements of Section 409A. Specifically, any taxable benefits or payments provided under the Plan are intended to qualify for the "short-term deferral" exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the involuntary separation pay exceptions to Section 409A to the maximum extent possible. Each installment of any taxable benefits or payments provided under the Plan is intended to be treated as a separate payment for purposes of Section 409A. To the extent that Section 409A is applicable to any taxable benefit or payment, and if a Participant is a "specified employee" as determined by the Company in accordance with Section 409A, then notwithstanding any provision in the Plan to the contrary and to the extent required to comply with Section 409A, all such amounts that would otherwise be paid or provided to such Participant during the first six (6) months following the Termination Date shall instead be accumulated through and paid or provided (without interest) on the first (1st) business day following the six (6)-month anniversary of the Termination Date. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; (ii) the amount of expenses eligible for

reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (iii) such payments shall be made on or before the last day of the Participant's taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder.

(b) Separation from Service. A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that are deferred compensation subject to Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and the Participant is no longer providing services (at a level that would preclude the occurrence of a "separation from service" within the meaning of Section 409A) to the Company and/or its Affiliates as an employee or consultant, and for purposes of any such provision of the Plan, references to a "termination," "termination of employment" or like terms shall mean "separation from service" within the meaning of Section 409A.

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PIEDMONT REALTY TRUST, INC.
EXECUTIVE SEVERANCE PLAN
PARTICIPATION AGREEMENT

This Participation Agreement (this “Agreement”) under the Piedmont Realty Trust, Inc. Executive Severance Plan (the “Plan”) is made on [DATE], by and between Piedmont Realty Trust, Inc. (the “Company”) and [NAME] (the “Executive”).

WHEREAS, the Company adopted the Plan to attract and retain qualified executives and to provide severance benefits to executives on certain terminations of employment.

WHEREAS, Executive has been designated by the Administrator as an Eligible Executive for purposes of the Plan.

NOW, THEREFORE, the parties agree as follows:

1. Eligibility. Upon Executive signature below, Executive is hereby designated as a Participant in the Plan. In consideration of Executive’s designation as a Participant in the Plan, Executive agrees to the promises and covenants contained in this Agreement and the Plan, including but not limited to, that the Plan’s benefits and Executive’s access to the Company’s goodwill and trade secrets are good and valuable consideration in exchange for the covenants provided herein.

2. Definitions. For purposes of this Agreement, the following terms have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. “Attorneys” has the meaning given to that term in Section 8 hereof.

“Competing Business” means the business of owning or managing commercial office buildings and any other business in which the Company or any of its Subsidiaries has been engaged within the last twelve (12) months of Executive’s employment or engagement with the Company or its Subsidiaries.

“Competitor” means any person or entity engaged in a Competing Business that has a Concentrated Holding in a submarket in which the Company or any of its Subsidiaries also has a Concentrated Holding as of the date on which Executive ceases to be employed or engaged by the Company or its Subsidiaries.

“Concentrated Holding” means the ownership of both of the following in a particular submarket: (a) two (2) or more properties, and (b) an aggregate of at least 500,000 square feet of office space.

“Confidential Information” means confidential and proprietary information relating to the business of the Company or its Affiliates that (a) has been made known to Executive through Executive’s relationship with the Company or its Affiliates, (b) has value to the Company or its

Affiliates, and (c) is not generally known to the public. Confidential Information includes, without limitation, information relating to business strategies, investment and disposition strategies, information regarding current or prospective deals and transactions, terms of transaction documents (including but not limited to purchase and sale agreements, operating agreements, lease agreements and employment agreements), financial information, client information, research activities, marketing plans and strategies, and non-public personnel information, regardless of whether such information is marked “confidential.” Confidential Information includes trade secrets (as defined under applicable law) as well as information that does not rise to the level of a trade secret, and it includes information that has been entrusted to the Company by a third party under an obligation of confidentiality. Confidential Information does not include any information that has been (i) voluntarily disclosed to the public by the Company or its Affiliates (except where such public disclosure has been made by Executive without authorization) or that otherwise enters the public domain through lawful means, (ii) independently developed and disclosed by others, or (iii) received by Executive after the date of this Agreement on a non-confidential basis from a person that is not bound by an obligation of confidentiality to the Company or its Affiliates.

“Consultant” means an independent contractor or consultant who provides or provided managerial-level services and who performs or performed a substantial portion of her or her services for the Company or any Subsidiary thereof.

“Customer” has the meaning set given to that term in Section 4(b) hereof.

“Government Agencies” has the meaning given to that term in Section 3(b) hereof.

“Material Contact” means contact between Executive and each Customer or potential Customer of the Company and/or any of its Subsidiaries (a) with whom Executive dealt on behalf of the Company or any its Subsidiaries, (b) whose dealings with the Company or its Subsidiaries were coordinated or supervised by Executive, (c) about whom Executive obtained Confidential Information in the ordinary course of business as a result of Executive’s association with the Company or its Subsidiaries, or (d) who receives products or services authorized by the Company or its Subsidiaries, the sale or possession of which results or resulted in possible compensation, commissions, or earnings for Executive.

“Restricted Period” has the meaning given to that term in Section 4(a) hereof.

“Territory” means any state, county, municipality or city anywhere in the United States over which Executive has executive, managerial or sales responsibility during the twelve (12) month period prior to Executive’s termination of employment or engagement with the Company or its Subsidiaries.

“Work Product” has the meaning given to that term in Section 7 hereof.

3. Confidentiality.

(a) Executive acknowledges that, during the course of Executive’s employment, Executive will occupy a position of trust and confidence with the Company and its Affiliates,

and Executive will acquire and have access to, and has acquired and has had access to, Confidential Information, the use or disclosure of which could cause the Company or its Affiliates substantial loss and damages which could not be readily calculated and for which no remedy at law would be adequate. Executive agrees that, subject to Sections 3(b) – (d), Executive shall not, for a period of five (5) years following the termination of Executive’s employment or engagement with the Company or to the maximum extent permitted by applicable law (whichever is longer), use, disclose or disseminate any Confidential Information except (i) as may be required to perform Executive’s duties as reasonably assigned by Executive’s supervisor, (ii) as required by applicable law (subject, as applicable, to Section 3(d)), or (iii) with the prior written consent of the Company; provided, that Executive’s nondisclosure obligations with respect to any Confidential Information that constitutes a trade secret under law shall apply for the duration that the information qualifies as a trade secret under law. This provision shall be in addition to all requirements of applicable law with respect to maintaining the secrecy and confidentiality of confidential information and trade secrets, and Executive’s obligations hereunder will continue for so long as the information in question continues to constitute Confidential Information.

(b) Nothing contained in this Agreement limits Executive’s ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board (the “NLRB”), the Securities Exchange Commission or any other federal, state or local governmental agency or commission (collectively, “Government Agencies”) or to make other disclosures or engage in activities that are protected under the whistleblower provisions of federal, state or local law, rule or regulation. Executive further understands that this Agreement does not limit Executive’s ability to communicate with any Governmental Agencies or otherwise participate, testify, or fully cooperate in any investigation or proceeding that may be conducted by any Governmental Agencies, including providing documents or other information, without notice to or approval from the Company or any Affiliate thereof and without risk of being held liable by the Company for liquidated damages or other financial penalties. This Agreement does not impact or limit Executive’s eligibility to receive or accept an award by the U.S. Securities and Exchange Commission or other relief in connection with protected whistleblower activity, including for information provided to any Governmental Agencies.

(c) Executive is hereby notified that, under the Defend Trade Secrets Act, (i) no individual will be held criminally or civilly liable under federal or state trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

(d) In the event that Executive is required to disclose Confidential Information in response to a legal summons, subpoena or other lawful court order, Executive shall promptly notify the Company in writing of any such legal requirement and assist the Company or its designee upon request in seeking a protective order or in objecting to such request; provided, that any such assistance will be at the sole cost and expense of the Company. If Executive produces any Confidential Information pursuant to the foregoing, Executive shall disclose only that portion of the Confidential Information that Executive is legally compelled to disclose and provide a copy of same to the Company, in each case, to the fullest extent permitted by applicable law.

4. **Non-solicitation.**

(a) During Executive's employment with the Company and a period of one (1) year following Executive's termination for any reason (the "Restricted Period"), Executive shall not, directly or by assisting others: (i) solicit or encourage to leave the employment or other service of the Company or any of its Subsidiaries, any Consultant or managerial-level employee of the Company or its Subsidiaries, or (ii) solicit for employment or service (on behalf of Executive or any other person or entity) any former Consultant or former managerial-level employee of the Company or its Subsidiaries if that person has not been employed by, or has discontinued providing services to, the Company or any of its Subsidiaries within the then prior one (1) year period, except, in each case, on behalf of the Company or one of its Subsidiaries or with the Company's prior written consent.

(b) During the Restricted Period, Executive will not, whether for Executive's own account or for the account of any other person or entity, directly or by assisting others, intentionally interfere with the Company's or any of its Subsidiaries' relationship with, or endeavor to entice away from the Company or any of its Subsidiaries, any existing or actively sought tenant, co-investor, co-developer, joint venturer or other customer (together, "Customer") of the Company or any of its Subsidiaries with whom Executive had Material Contact during the last twelve (12) months of Executive's employment or engagement with the Company or any of its Subsidiaries, for purposes of providing products or services that are the same as or similar to or otherwise competitive with those provided by the Company or any of its Subsidiaries during the last twenty-four (24) months of Executive's employment or engagement with the Company or any of its Subsidiaries.

5. **Non-competition.** During the Restricted Period, unless Executive has obtained the Board's prior written approval, Executive shall not, directly or by assisting others, render to a Competitor anywhere in the Territory any executive services or other services which are the same as or substantially similar to the services which Executive provided to the Company or any of its Subsidiaries during the last twelve (12) months of Executive's employment or engagement by the Company or any of its Subsidiaries.

6. **Company Policies.** During the term of Executive's employment, Executive shall be subject to and shall abide by all written reasonable policies and procedures of the Company provided to Executive, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that (a) the Company may amend any such policies and guidelines, from time to time, and (b) Executive remains at all times bound by their most current version to the extent made known to Executive and reasonable in scope.

7. **Intellectual Property.** As between Executive and the Company, the Company shall be the sole owner of all the products and proceeds of Executive's employment with the Company including, without limitation, all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, formulas, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable) that relate to the Company's actual business, research and development or existing products or services and that were conceived, developed or made by Executive (whether or not during usual business hours or on the premises of the Company and whether or not alone or in conjunction with any other person) during Executive's employment with the Company, together with all patent applications, letters patent, trademarks, trade names and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing (collectively referred to as "Work Product"). Executive hereby assigns to the Company all of Executive's right, title and interest in and to any and all such Work Product, and Executive agrees to perform all actions reasonably requested by the Company to establish and

confirm the Company's ownership of such Work Product, whether during Executive's employment thereafter, without any additional compensation.

8. Return of Company Property. All documents and materials relating to the Company and its operations are and shall be the sole property of the Company. Upon the termination of Executive's employment or engagement for any reason, or upon the Company's request at any time, Executive shall promptly (a) deliver to the Company all Company property in Executive's possession or control (including any electronically stored information), (b) delete all Company data stored on any electronic devices or other storage media (including web-based email) that are not owned by the Company but within Executive's possession or control, and (c) produce for inspection any personal electronic devices that Executive has used for work-related purposes and permit the Company to delete all Company data from such devices.

9. Nondisparagement. During Executive's employment with the Company and thereafter, except as otherwise provided in Sections 3(b)–(d), Executive shall not, directly or indirectly, take any action, or encourage others to take any action, to disparage or criticize the Company or any of its Affiliates, or any of its or their employees, directors, managers, officers or representatives, or their respective products and services.

10. Cooperation in Third-Party Disputes. Subject to Sections 3(b) – (d), during Executive's employment and for a period of two (2) years thereafter, at the reasonable request of the Company, Executive shall cooperate with the Company and/or its Affiliates and each of their respective attorneys or other legal representatives (collectively referred to as "Attorneys") in connection with any claim, litigation, or judicial or arbitral proceeding which is now pending or may hereinafter be brought against the Company and/or any of its Affiliates by any third party with respect to actions or events that occurred during Executive's employment with the Company (excluding any such claim, litigation or proceeding in which the interests of Executive are adverse to the interests of the Company). Executive's duty of cooperation shall include, but shall not be limited to: (a) meeting with the Company's and/or its Affiliates' Attorneys by telephone or in person at mutually convenient times and places in order to state truthfully Executive's knowledge of the matters at issue and recollection of events; (b) appearing at the Company's and/or its Affiliates' and/or their Attorneys' request (and, to the extent possible, at a time convenient to Executive that does not conflict with the needs or requirements of Executive's then-current employer or personal commitments) as a witness at depositions, trials or other proceedings, without the necessity of a subpoena, in order to state truthfully Executive's knowledge of the matters at issue; and (c) signing, at the Company's request, declarations or affidavits that truthfully state the matters of which Executive has knowledge. The Company shall promptly reimburse Executive for Executive's actual and reasonable travel or other out-of-pocket expenses (including reasonable attorneys' fees) that Executive may incur in cooperating with the Company and/or its Affiliates under this Section 8.

11. Good Reason. As contemplated by clause (e) of the definition of "Good Reason" in Section 2 of the Plan, as applied to Executive, Good Reason shall include the following event(s) or circumstance(s), in addition to, and without limiting, the events and circumstances specified in the other clauses of the definition of "Good Reason" as set forth in the Plan:

(a) [TBD]¹

12. Participant Status. For purposes of the definitions of "Cause," "General Severance Multiplier" and "CIC Severance Multiplier" set forth in Section 2 of the Plan, Executive shall be treated as [INSERT CURRENT OFFICER TITLE] from the Effective Date through the Termination Date, regardless of any changes in title or status applicable for other purposes,

¹ Note: Any specific Good Reason triggers to be added.

except as for any amendment, modification or termination permitted under, and consistent with, Section 18 of the Plan.

13. [Termination of Employment Agreement. In exchange for Executive's rights under the Plan as set forth in the Plan and this Agreement, Executive hereby agrees that the Employment Agreement between Executive and the Company dated as of [DATE] (the "Employment Agreement") is hereby terminated and of no further force or effect.]²

14. Amendments; Termination. The Company may not amend, modify, terminate or discontinue the Plan or this Agreement in any manner that would adversely affect the rights of Executive under the Plan or this Agreement, unless Executive provides advance written consent to such amendment, modification, termination or discontinuance or except as permitted under, and consistent with, Section 18 of the Plan.

15. Other Provisions.

(a) Reformation; Severability. Executive and the Company intend that: (i) the foregoing covenants concerning, among other things, the exclusive services of Executive to the Company and/or its Affiliates shall be construed as a series of separate covenants; (ii) if any portion of the restrictions set forth in this Agreement should, for any reason whatsoever, be declared invalid by an arbitrator or a court of competent jurisdiction, the validity or enforceability of the remainder of such restrictions shall not thereby be adversely affected; and (iii) Executive declares that the territorial, time and other limitations set forth in this Agreement are reasonable and properly required for the adequate protection of the business of the Company and/or its Affiliates. In the event that any such limitation is deemed to be unreasonable by an arbitrator or a court of competent jurisdiction, Executive agrees to the reduction, reformation or other modification which such arbitrator or court shall have deemed reasonable to make any such covenants enforceable. All of the covenants of Executive as set forth in this Agreement are in addition to any other written agreements on the subjects covered herein that Executive may have with the Company and/or any of its Affiliates and are not meant to and do not excuse any additional obligations that Executive may have under such agreements.

(b) Specific Performance. Executive acknowledges and agrees that the confidential information, non-competition, non-solicitation, intellectual property rights and other rights of the Company and its Affiliates (as applicable) referred to in this Agreement are each of substantial value to the Company and/or its Affiliates, and that any breach of Executive's covenants would cause irreparable harm to the Company and/or its Affiliates for which the Company and/or its Affiliates would have no adequate remedy at law. Therefore, in addition to any other remedies that may be available to the Company and/or any of its Affiliates under this Agreement or otherwise, the Company and/or its Affiliates shall be entitled to obtain temporary restraining orders, preliminary and permanent injunctions and/or other equitable relief to specifically enforce Executive's duties and obligations under this Agreement, or to enjoin any breach of this Agreement, without the need to post a bond or other security and without the need to demonstrate special damages.

(c) Tolling. Executive agrees that, if any litigation regarding an alleged violation of any of the confidential information, non-competition, non-solicitation, intellectual property rights or other restrictive covenants set forth in this Agreement is initiated during the Restricted Period and the Company or its respective Affiliate (as applicable) is successful on the merits in such litigation, the Restricted Period (or such other term applicable to any of the restrictive covenants as set forth herein) will, to the fullest extent permitted by applicable law, cease to run with respect to the applicable restrictive covenant set forth in this Agreement during the period in

² Note: To be included for any executive with an existing employment agreement.

which a court of competent jurisdiction determines that Executive has violated such restrictive covenant, and shall be extended with respect to such Restrictive Covenant for a period of time equal to the time period that Executive is so determined to have breached such restrictive covenant, such that Executive is ultimately foreclosed from engaging in the activities restricted by such restrictive covenant for a time period equal to the full Restricted Period (or such other term applicable to any of the restrictive covenants as set forth herein).

(d) Construction. The parties acknowledge that this Agreement is the result of arm's-length negotiations between sophisticated parties, each afforded representation by legal counsel. Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of the same, and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement.

(e) Entire Agreement. This Agreement, together with the Plan [and offer letter entered into by the Company and the Executive], contain the entire agreement between the parties and their predecessors with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto[, including, without limitation, the Employment Agreement.]

(f) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAW WHICH COULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY TRANSACTIONS CONTEMPLATED HEREBY.

(g) Survival. Anything contained in this Agreement to the contrary notwithstanding, the provisions of Sections 3, 4, 5, and 7 shall survive termination of this Agreement and any termination of Executive's employment.

(h) Counterparts. The Parties acknowledge and agree that this Agreement may be executed in several counterparts each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by electronic delivery or otherwise) to the other parties. Signatures to this Agreement transmitted electronically, including by fax or PDF or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS HEREOF, the Company and Executive have executed this Agreement to be effective as of the date first written above.

PIEDMONT REALTY TRUST, INC.

By: __
Name:
Title:

EXECUTIVE

[Name of Executive]

By: __
Name:
Title:

ANNEX A

SEPARATION, WAIVER AND RELEASE AGREEMENT

This Separation, Waiver and Release Agreement (this “Agreement”) by and between Piedmont Realty Trust, Inc. (the “Company”) and [NAME] (“You” or “Your” and, collectively with the Company, the “Parties”) is entered into and effective as of [DATE] (the “Effective Date”). The Company executes this Agreement for itself and on behalf of its subsidiaries, affiliates, and all related companies, as well as each of their respective current and former officers, directors, shareholders, noteholders, lenders, members, managers, employees, agents, other representatives and any employee benefits plans and any fiduciary of those plans (the “Company Group”) and for purposes of Sections 3, 4, 5, 6, 7 and 8 of this Agreement, “Company” will mean the Company and the Company Group. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Company’s Executive Severance Plan (the “Severance Plan”).

1. Termination Date. The Parties agree that Your employment with the Company terminated, effective as of [DATE] (the “Termination Date”).

2. Compliance Terms. Your compliance with the terms of this Agreement and that certain Executive Severance Plan Participation Agreement with the Company, dated as of [DATE] (the “Participation Agreement”), which is fully incorporated herein by this reference, is a condition precedent to Your rights to the compensation and benefits set forth in the Severance Plan (together with the Participation Agreement, the “Severance Arrangements”).

3. Release. In exchange for the consideration set forth in this Agreement and the Severance Arrangements, except as otherwise set forth below, You release, waive and discharge the Company from any and all claims or liability, whether known or unknown, arising out of any event, act, or omission occurring on or before the day You sign this Agreement, including, but not limited to, claims arising out of Your employment or the termination of Your employment, claims arising out of any separation or severance pay or benefits agreement with the Company, claims arising out of the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1461, claims arising under the Age Discrimination in Employment Act (“ADEA”), Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Civil Rights Act of 1866, the Americans with Disabilities Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the Georgia Fair Employment Practices Act, the Georgia Equal Pay Act (“GEPA”), the Georgia Prohibition of Age Discrimination in Employment Act, the Georgia Equal Employment for Persons with Disabilities Code (“GEEPDC”), and the Georgia Discriminatory Wage Practices Based on Sex Act, all including any amendments and their respective implementing regulations, claims for breach of contract, tort, negligent hiring, negligent retention, negligent supervision, negligent training, employment discrimination, retaliation, or harassment, as well as any other statutory or common law claims, at law or in equity, recognized under any federal, state, or local law.

You acknowledge and agree that You will execute any additional documentation or instruments as may be reasonably requested by the Company to confirm or effectuate this Agreement.

4. Representations and Warranties. You agree that You have suffered no harassment, retaliation, employment discrimination, or work-related injury or illness and that You do not believe that this Agreement is a subterfuge to avoid disclosure of sexual harassment or gender

discrimination or to waive such claims. You acknowledge and represent that You: (i) have been fully paid any accrued wages (including, but not limited to, any overtime, bonuses, or commissions, to which You are entitled, if any) through the date you sign this Agreement, and (ii) do not claim that the Company violated or denied Your rights under the Fair Labor Standards Act.

Notwithstanding the foregoing, the release of claims set forth above does not waive (A) any rights to indemnification to which You may be entitled as a result of serving as an officer or director of the Company or any of its Subsidiaries or Affiliates, (B) Your right to receive benefits under the Company's 401(k) or pension or other employee benefit plans, if any, that either (a) have accrued or vested prior to the Termination Date, or (b) are intended, under the terms of such plans, to survive Your separation from the Company; (C) Your rights under this Agreement, the Severance Arrangements, and any offer letter or other compensation agreement between You and the Company, (D) Your rights with respect to any equity awards granted to you by the Company or any of its Affiliates, (E) any rights to which You are entitled as a shareholder of the Company, or (F) Your rights with respect to workers compensation or unemployment benefits. You acknowledge and agree that You are otherwise waiving all rights to sue or obtain equitable, remedial or punitive relief from the Company of any kind whatsoever concerning any claims subject to this release of claims, including, without limitation, reinstatement, back pay, front pay, attorneys' fees and any form of injunctive relief. You expressly waive all rights afforded by any statute which limit the effect of a release with respect to unknown claims. You understand the significance of Your release of unknown claims and Your waiver of statutory protection against a release of unknown claims. Notwithstanding the foregoing, You further acknowledge that You are not waiving and are not being required to waive any right that cannot be waived by law, including the right to file a charge or participate in an administrative investigation or proceeding of the Equal Employment Opportunity Commission ("EEOC") or any other government agency prohibiting waiver of such right; *provided, however*, that You hereby disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation (with the exception of any right to receive a whistleblower award for information provided to a government agency). Furthermore, nothing in this Agreement shall interfere with or impede Your right and ability to volunteer information to any federal, state or local government agency or governmental entity in connection with the lawful exercise of such agency's or entity's authority, or to discuss or disclose to anyone the details of any acts that constitute sexual assault, sexual harassment, or sex discrimination. Furthermore, nothing in this Agreement shall (x) prohibit You from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of federal law or regulation, or (y) require notification or prior approval by anyone of any such report.

You further acknowledge and agree that, as of the day You sign this Agreement, You have fully disclosed to the Company any and all information of which you are aware which could give rise to claims against the Company. You are not aware of any conduct or action by the Company which would be in violation of any federal, state, or local law.

5. No Admission of Liability. This Agreement is not an admission of liability by You or the Company. You and the Company are entering into this Agreement to reach a mutual agreement concerning Your transition and separation from the Company.

6. Confidentiality. Subject to Section 7 of this Agreement, You acknowledge and agree to the following terms in this Section 6. Neither You nor anyone acting on Your behalf has made or will make any disclosures concerning the existence or terms of this Agreement to any person or entity, including, but not limited to, any representative of the media, Internet web page, social networking site, “blog,” or “chat room,” business entity, or association, except: (i) Your spouse; (ii) Your attorneys, accountants, or financial advisors; or (iii) any court or government agency pursuant to an official request by such government agency, court order, or legally enforceable subpoena. If You are contacted, served, or learn that You will be served with a subpoena to compel Your testimony or the production of documents concerning this Agreement or Your employment with the Company, You agree to promptly notify the Company’s Chief Human Resources Officer in writing if not prohibited by law to do so. If You disclose the existence or terms of this Agreement pursuant to sub-clauses (i) or (ii) of this paragraph, You will inform such person or entity (a) of this confidentiality provision, and (b) maintain the same level of confidentiality required by this provision. Any breach of this provision by such person or entity will be considered a breach by You. You may not use this Agreement as evidence, except in a proceeding in which a breach of this Agreement is alleged.

7. Permitted Disclosures. Nothing contained in this Agreement limits Your ability to file a charge or complaint with the EEOC, the Securities and Exchange Commission, or any other federal, state, or local governmental or law enforcement agency or commission, or prevents You from providing truthful testimony in response to a lawfully issued subpoena or court order. Further, this Agreement does not limit Your ability to communicate with Your attorney or law enforcement or any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company.

8. Other Provisions. The provisions of Section 15 of the Participation Agreement shall apply to this Agreement as if set forth herein, *mutatis mutandis*.

9. ADEA Release; Revocation Period. You acknowledge that You have entered into this Agreement freely and without coercion, that You have been advised by the Company to consult with counsel of Your choice, that You have had adequate opportunity to so consult, and that You have been given all time periods required by law to consider this Agreement, including, but not limited to, the [21][45]-day period required by the ADEA (the “Consideration Period”). You understand that You may execute this Agreement fewer than [21][45] days from its receipt from the Company but agree that such execution will represent Your knowing waiver of such Consideration Period. You further acknowledge that within the 7-day period following Your execution of this Agreement (the “Revocation Period”), You will have the unilateral right to revoke this Agreement, and that the Company’s obligations hereunder will become effective only upon the expiration of the Revocation Period without Your revocation hereof. In order to be effective, notice of Your revocation of this Agreement must be received by the Company in writing on or before the last day of the Revocation Period. Such revocation must be sent in writing to the Company by the following methods: (a) personal delivery; (b) registered or certified mail (postage prepaid, return receipt requested) or national overnight courier service to [INSERT].

If the terms set forth in this Agreement are acceptable, please initial each page, sign below, and return the signed original to the Company. If the Company does not receive a signed original

within the period specified in the immediately preceding paragraph, then You will not be entitled to the consideration set forth in this Agreement and the Severance Arrangements.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PIEDMONT REALTY TRUST, INC.

By: ___
Name:
Title:

EXECUTIVE

[Name of Executive]

By: ___
Name:
Title:

PIEDMONT OFFICE REALTY TRUST, INC.
SECOND AMENDED AND RESTATED 2007 OMNIBUS INCENTIVE PLAN
(Amendment No. 3 Effective June 6, 2025)

This Amendment No. 3 (this “Amendment”) to the Piedmont Office Realty Trust, Inc. Second Amended and Restated 2007 Omnibus Incentive Plan (the “Plan”), as most recently amended and restated on March 18, 2021, as amended by Amendment No. 1 to the Plan adopted by the Board of Directors of the Piedmont Office Realty Trust, Inc. (the “Board”) on March 12, 2024 (“Amendment No. 1”) and as further amended by Amendment No. 2 to the Plan adopted by the Board on April 9, 2024 (“Amendment No. 2”), shall become effective upon the effective date set forth in the Articles of Amendment to the Third Articles of Amendment and Restatement (the “Charter Amendment”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Plan.

WHEREAS, Piedmont Office Realty Trust, Inc. sponsors and maintains the Plan for the benefit of its officers, key employees, Non-Employee Directors and consultants;

WHEREAS, the Board may amend the Plan in accordance with Section 17 of the Plan; and

WHEREAS, the Board has determined that it is in the best interests of Piedmont Office Realty Trust, Inc. to amend the Plan to reflect Piedmont Office Realty Trust, Inc.’s legal name change to “Piedmont Realty Trust, Inc.”

NOW, THEREFORE, BE IT RESOLVED, that the Plan is hereby amended such that, effective upon the effective date set forth in the Charter Amendment, all references therein to “Piedmont Office Realty Trust, Inc.” shall be deleted in their entirety and replaced by “Piedmont Realty Trust, Inc.”

Except as specifically amended herein, the provisions of the Plan that are not otherwise specifically modified herein, shall remain in full force and effect.

Adopted by the Board on this 23rd day of April, 2025.

Subsidiary Issuer of Guaranteed Securities

Piedmont Operating Partnership, LP (“Piedmont OP”), a wholly-owned subsidiary of the registrant, Piedmont Realty Trust, Inc., is the issuer of (i) \$300 million aggregate principal amount of 3.15% Senior Notes due 2030, (ii) \$300 million aggregate principal amount of 2.75% Senior Notes due 2032, (iii) \$600 million aggregate principal amount of 9.250% Senior Notes due 2028, of which \$532.5 million aggregate principal amount remains outstanding following repurchases completed in June 2025, and (iv) \$400 million aggregate principal amount of 6.875% Senior Notes due 2029 (collectively, the “Senior Notes”). The Senior Notes are fully and unconditionally guaranteed by the registrant, who consolidates Piedmont OP and all other subsidiaries.

EXHIBIT 31.1
PRINCIPAL EXECUTIVE OFFICER CERTIFICATION
PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, C. Brent Smith, certify that:

1. I have reviewed this Form 10-Q for the quarter ended June 30, 2025 of Piedmont Realty Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 28, 2025

By: /s/ C. Brent Smith
C. Brent Smith
Principal Executive Officer

EXHIBIT 31.2
PRINCIPAL FINANCIAL OFFICER CERTIFICATION
PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Sherry L. Rexroad, certify that:

1. I have reviewed this Form 10-Q for the quarter ended June 30, 2025 of Piedmont Realty Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 28, 2025

By: /s/ Sherry L. Rexroad
Sherry L. Rexroad
Principal Financial Officer

EXHIBIT 32.1
CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. 1350)

In connection with the Report of Piedmont Realty Trust, Inc. (the "Registrant") on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission (the "Report"), the undersigned, C. Brent Smith, Chief Executive Officer of the Registrant, hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

By: /s/ C. Brent Smith

C. Brent Smith
Chief Executive Officer
July 28, 2025

EXHIBIT 32.2
CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. 1350)

In connection with the Report of Piedmont Realty Trust, Inc. (the "Registrant") on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission (the "Report"), the undersigned, Sherry L. Rexroad, Chief Financial Officer of the Registrant, hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

By: /s/ Sherry L. Rexroad

Sherry L. Rexroad
Chief Financial Officer
July 28, 2025