

**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 **March 31, 2026**
or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

**Brandywine Realty Trust
Brandywine Operating Partnership, L.P.**
(Exact name of registrant as specified in its charter)

**Maryland
(Brandywine Realty Trust)**

001-9106

23-2413352

**Delaware
(Brandywine Operating Partnership, L.P.)**

000-24407

23-2862640

(State or Other Jurisdiction of Incorporation
or Organization)

(Commission file number)

(I.R.S. Employer Identification Number)

**2929 Arch Street
Suite 1800**

Philadelphia, PA 19104

(Address of principal executive offices) (Zip Code)

(610) 325-5600

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares of Beneficial Interest	BDN	NYSE

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.

Brandywine Realty Trust Yes No
Brandywine Operating Partnership, L.P. 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).

Brandywine Realty Trust Yes No
Brandywine Operating Partnership, L.P. 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.

Brandywine Realty Trust:
Large accelerated filer Accelerated filer Non-accelerated filer
Smaller reporting company Emerging growth company

Brandywine Operating Partnership, L.P.:
Large accelerated filer Accelerated filer Non-accelerated filer
Smaller reporting company Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Brandywine Realty Trust Yes No
Brandywine Operating Partnership, L.P. Yes No

A total of 173,711,845 Common Shares of Beneficial Interest, par value \$0.01 per share of Brandywine Realty Trust, were outstanding as of April 26, 2026.

EXPLANATORY NOTE

This report (this "Form 10-Q") combines the quarterly reports on Form 10-Q for the period ended March 31, 2026 of Brandywine Realty Trust (the "Parent Company") and Brandywine Operating Partnership L.P. (the "Operating Partnership"). The Parent Company is a Maryland real estate investment trust, or REIT, that owns its assets and conducts its operations through the Operating Partnership, a Delaware limited partnership, and subsidiaries of the Operating Partnership. The Parent Company, the Operating Partnership and their consolidated subsidiaries are collectively referred to in this report as the "Company". In addition, terms such as "we", "us", and "our" used in this report may refer to the Company, the Parent Company, or the Operating Partnership.

The Parent Company is the sole general partner of the Operating Partnership and, as of March 31, 2026, owned a 99.7% interest in the Operating Partnership. The remaining 0.3% interest consists of common units of limited partnership interest issued by the Operating Partnership to third parties in exchange for contributions of properties to the Operating Partnership. As the sole general partner of the Operating Partnership, the Parent Company has full and complete authority over the Operating Partnership's day-to-day operations and management.

As general partner with control of the Operating Partnership, the Parent Company consolidates the Operating Partnership for financial reporting purposes, and the Parent Company does not have significant assets other than its investment in the Operating Partnership. Therefore, the assets and liabilities of the Parent Company and the Operating Partnership are the same in their respective financial statements. The separate discussions of the Parent Company and the Operating Partnership in this Form 10-Q should be read in conjunction with each other to understand the results of the Company's operations on a consolidated basis and how management operates the Company.

Management operates the Parent Company and the Operating Partnership as one enterprise. The management of the Parent Company consists of the same members as the management of the Operating Partnership.

The Company believes that combining the quarterly reports on Form 10-Q of the Parent Company and the Operating Partnership into a single report will:

- facilitate a better understanding by the investors of the Parent Company and the Operating Partnership by enabling them to view the business as a whole in the same manner as management views and operates the business;
- remove duplicative disclosures and provide a more straightforward presentation in light of the fact that a substantial portion of the disclosure applies to both the Parent Company and the Operating Partnership; and
- create time and cost efficiencies through the preparation of one combined report instead of two separate reports.

There are a few differences between the Parent Company and the Operating Partnership, which are reflected in the footnote disclosures in this Form 10-Q. The Company believes it is important to understand the differences between the Parent Company and the Operating Partnership in the context of how these entities operate as an interrelated consolidated company. The Parent Company is a REIT, whose only material asset is its ownership of partnership interests of the Operating Partnership. As a result, the Parent Company does not conduct business itself, other than acting as the sole general partner of the Operating Partnership, issuing equity from time to time (and contributing the net proceeds of such issuances to the Operating Partnership) and guaranteeing the debt obligations of the Operating Partnership. The Operating Partnership holds substantially all the assets of the Company, including the Company's ownership interests in the real estate ventures described below. The Operating Partnership conducts the operations of the Company's business and is structured as a partnership with no publicly traded equity. Except for net proceeds from equity issuances by the Parent Company, which are contributed to the Operating Partnership in exchange for partnership units, the Operating Partnership generates the capital required by the Company's business through the Operating Partnership's operations, by the Operating Partnership's incurrence of indebtedness (directly and through subsidiaries) and through the issuance of partnership units of the Operating Partnership or equity interests in subsidiaries of the Operating Partnership.

The equity and non-controlling interests in the Parent Company and the Operating Partnership's equity are the main areas of difference between the consolidated financial statements of the Parent Company and the Operating Partnership. The common units of limited partnership interest in the Operating Partnership are accounted for as partners' equity in the Operating Partnership's financial statements while the common units of limited partnership interests held by parties other than the Parent Company are presented as non-controlling interests in the Parent Company's financial statements. The differences between the Parent Company and the Operating Partnership's equity relate to the differences in the equity issued at the Parent Company and Operating Partnership levels.

To help investors understand the differences between the Parent Company and the Operating Partnership, this Form 10-Q presents the following as separate notes or sections for each of the Parent Company and the Operating Partnership:

- Consolidated Financial Statements; and
- Notes regarding the Parent Company's and Operating Partnership's Equity.

This Form 10-Q also includes separate Item 4. (Controls and Procedures) disclosures and separate Exhibit 31 and 32 certifications for each of the Parent Company and the Operating Partnership in order to establish that the Chief Executive Officer and the Chief Financial Officer of each entity have made the requisite certifications and that the Parent Company and Operating Partnership are compliant with Rule 13a-15 or Rule 15d-15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and 18 U.S.C. § 1350.

In order to highlight the differences between the Parent Company and the Operating Partnership, the separate sections in this Form 10-Q for the Parent Company and the Operating Partnership specifically refer to the Parent Company and the Operating Partnership. In the sections that combine disclosures of the Parent Company and the Operating Partnership, this Form 10-Q refers to such disclosures as those of the Company. Although the Operating Partnership is generally the entity that directly or indirectly enters into contracts and real estate ventures and holds assets and incurs debt, reference to the Company is appropriate because the business is one enterprise and the Parent Company operates the business through the Operating Partnership.

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Filing Format

This combined Form 10-Q is being filed separately by Brandywine Realty Trust and Brandywine Operating Partnership, L.P.

Glossary

Defined terms used in this Form 10-Q:

Average annual rent	Represents total initial contractual rental rate under the applicable leases (as impacted by free rent) plus contractual fixed rent increases due under the applicable leases averaged over the total terms (without regard to extension options) of the applicable leases. For comparison purposes, the Company excludes new leases of space when the previous lease of such space ended more than 12 months prior to the signing date for the new leases.
Core Portfolio/Core Properties	Includes all wholly-owned operating properties. Does not include Properties under development/redevelopment, recently completed not-stabilized Properties, and properties held for sale.
Funds From Operations (“FFO”)	Is a non-GAAP financial measure, which the Company believes is useful to investors. The Company computes FFO in accordance with standards established by the National Association of Real Estate Investment Trusts (NAREIT), which may not be comparable to FFO reported by other REITs that do not compute FFO in accordance with the NAREIT definition, or that interpret the NAREIT definition differently than the Company. NAREIT defines FFO as net income (loss) before noncontrolling interests of unitholders (preferred and common) and excluding gains (losses) on sales of depreciable operating property, impairment losses on depreciable consolidated real estate, impairment losses on investments in unconsolidated real estate ventures and extraordinary items (computed in accordance with GAAP); plus real estate related depreciation and amortization (excluding amortization of deferred financing costs), and after adjustment for unconsolidated real estate ventures. Net income, the GAAP measure that the Company believes to be most directly comparable to FFO, includes depreciation and amortization expenses, gains or losses on property sales and noncontrolling interests. FFO per share is calculated by dividing FFO by fully diluted shares available to common shareholders and limited partnership unitholders. See Management’s Discussion and Analysis of Financial Condition and Results of Operations in Item 2 of Part 1 of this Form 10-Q for a reconciliation of net income (loss) attributable to common shares and common unitholders to FFO.
Net Operating Income (“NOI”)	Is a non-GAAP financial measure, which the Company defines as total revenue less property operating expenses, real estate taxes and third-party management expenses. Property operating expenses that are included in determining NOI consist of costs that are necessary and allocable to our operating properties such as utilities, property-level salaries, repairs and maintenance, property insurance and management fees. General and administrative expenses that are not reflected in NOI primarily consist of corporate-level salaries, amortization of share awards and professional fees that are incurred as part of corporate office management. NOI is a non-GAAP financial measure that we report because we believe it is useful to our investors. See Note 14, “Segment Information,” to our consolidated financial statements in this Form 10-Q for additional information on NOI, including a reconciliation of NOI to our consolidated net income (loss) as defined by GAAP.
Rental rate	Includes base rent plus reimbursement for operating expenses and real estate taxes.
Same Store Properties	We refer to properties acquired or placed in-service prior to the beginning of the earliest period presented and owned by us through the end of the latest period presented as Same Store Properties. Same Store Properties therefore exclude properties placed in-service, acquired, repositioned, held for sale or in development or redevelopment after the beginning of the earliest period presented or disposed of prior to the end of the latest period presented. Accordingly, it takes at least one year and one quarter after a property is acquired for that property to be included in Same Store Properties.

PART I - FINANCIAL INFORMATION

Item 1. — Financial Statements

BRANDYWINE REALTY TRUST
CONSOLIDATED BALANCE SHEETS
(unaudited, in thousands, except share and per share information)

	March 31, 2026	December 31, 2025
ASSETS		
Real estate investments:		
Operating properties	\$ 3,724,851	\$ 3,753,780
Accumulated depreciation	(1,279,283)	(1,259,090)
Prepaid ground leases, net	51,236	51,399
Right of use asset - operating leases, net	17,657	17,806
Operating real estate investments, net	2,514,461	2,563,895
Construction-in-progress	123,659	118,543
Land held for development	72,110	70,405
Prepaid leasehold interests in land held for development, net	27,762	27,762
Total real estate investments, net	2,737,992	2,780,605
Cash and cash equivalents	36,203	32,284
Restricted cash and escrows	30,093	30,018
Accounts receivable	23,370	22,154
Assets held for sale, net	15,383	—
Accrued rent receivable, net of allowance of \$424 and \$424 as of March 31, 2026 and December 31, 2025, respectively	184,220	182,651
Investment in unconsolidated real estate ventures	321,534	314,326
Deferred costs, net	81,143	79,549
Intangible assets, net	20,739	22,426
Other assets	137,170	122,227
Total assets	\$ 3,587,847	\$ 3,586,240
LIABILITIES AND BENEFICIARIES' EQUITY		
Secured term loans, net	\$ 234,091	\$ 234,079
Unsecured credit facility	65,000	—
Unsecured term loans, net	249,491	249,389
Unsecured senior notes, net	2,073,656	2,073,394
Accounts payable and accrued expenses	141,933	143,826
Distributions payable	14,201	14,108
Deferred income, gains and rent	20,852	22,569
Intangible liabilities, net	12,534	12,713
Lease liability - operating leases	23,764	23,720
Other liabilities	13,133	14,588
Total liabilities	\$ 2,848,655	\$ 2,788,386
Commitments and contingencies (See Note 15)		
Brandywine Realty Trust's Equity:		
Common Shares of Brandywine Realty Trust's beneficial interest, \$0.01 par value; shares authorized 400,000,000; 173,711,845 and 173,699,039 issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	1,733	1,733
Additional paid-in-capital	3,202,662	3,199,838
Deferred compensation payable in common shares	24,282	23,069
Common shares in grantor trust, 1,947,350 and 1,583,000 issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	(24,282)	(23,069)
Cumulative earnings	556,661	605,252
Accumulated other comprehensive income (loss)	126	(1,437)
Cumulative distributions	(3,026,869)	(3,012,654)
Total Brandywine Realty Trust's equity	734,313	792,732
Noncontrolling interests	4,879	5,122
Total beneficiaries' equity	\$ 739,192	\$ 797,854
Total liabilities and beneficiaries' equity	\$ 3,587,847	\$ 3,586,240

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE REALTY TRUST
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited, in thousands, except share and per share information)

	Three Months Ended March 31,	
	2026	2025
Revenue		
Rents	\$ 120,657	\$ 114,428
Third party management fees, labor reimbursement and leasing	4,725	5,829
Other	1,622	1,259
Total revenue	127,004	121,516
Operating expenses		
Property operating expenses	38,526	33,526
Real estate taxes	11,325	11,432
Third party management expenses	2,168	2,633
Depreciation and amortization	49,231	44,353
General and administrative expenses	12,335	17,470
Provision for impairment	11,909	—
Total operating expenses	125,494	109,414
Gain on sale of real estate		
Net gain on disposition of real estate	—	3,059
Total gain on sale of real estate	—	3,059
Operating income	1,510	15,161
Other income (expense):		
Interest and investment income	666	1,186
Interest expense	(40,889)	(31,845)
Interest expense - amortization of deferred financing costs	(1,387)	(1,230)
Equity in loss of unconsolidated real estate ventures	(8,702)	(10,511)
Net gain on real estate venture transactions	—	183
Net loss before income taxes	(48,802)	(27,056)
Income tax provision	(2)	—
Net loss	(48,804)	(27,056)
Net loss attributable to noncontrolling interests	213	81
Net loss attributable to Brandywine Realty Trust	(48,591)	(26,975)
Nonforfeitable dividends allocated to unvested restricted shareholders	(318)	(429)
Net loss attributable to Common Shareholders of Brandywine Realty Trust	\$ (48,909)	\$ (27,404)
Basic loss per Common Share	\$ (0.28)	\$ (0.16)
Diluted loss per Common Share	\$ (0.28)	\$ (0.16)
Basic weighted average shares outstanding	173,756,736	172,915,482
Diluted weighted average shares outstanding	173,756,736	172,915,482

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE REALTY TRUST
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited, in thousands)

	Three Months Ended March 31,	
	2026	2025
Net loss	\$ (48,804)	\$ (27,056)
Comprehensive income (loss):		
Unrealized gain (loss) on derivative financial instruments	1,567	(2,552)
Total comprehensive income (loss)	1,567	(2,552)
Comprehensive loss	(47,237)	(29,608)
Comprehensive loss attributable to noncontrolling interest	209	89
Comprehensive loss attributable to Brandywine Realty Trust	\$ (47,028)	\$ (29,519)

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE REALTY TRUST
CONSOLIDATED STATEMENTS OF BENEFICIARIES' EQUITY
(unaudited, in thousands, except number of shares)

	Number of Common Shares	Number of Rabbi Trust/Deferred Compensation Shares	Common Shares of Brandywine Realty Trust's beneficial interest	Additional Paid-in Capital	Deferred Compensation Payable in Common Shares	Common Shares in Grantor Trust	Cumulative Earnings	Accumulated Other Comprehensive Income (Loss)	Cumulative Distributions	Noncontrolling Interests	Total
BALANCE, December 31, 2025	173,699,039	1,583,000	\$ 1,733	\$ 3,199,838	\$ 23,069	\$ (23,069)	\$ 605,252	\$ (1,437)	\$ (3,012,654)	\$ 5,122	\$ 797,854
Net loss							(48,591)			(213)	(48,804)
Other comprehensive loss								1,563		4	1,567
Repurchase and retirement of Common Shares of Beneficial Interest	(700,000)		(7)	(2,163)							(2,170)
Share-based compensation activity	724,931	400,441	4	5,396	640	(640)					5,400
Share Issuance from/(to) Deferred Compensation Plan	(12,125)	(36,091)	3	(402)	573	(573)					(399)
Reallocation of Noncontrolling interest				(7)						7	—
Distributions declared \$0.08 per share)									(14,215)	(41)	(14,256)
BALANCE, March 31, 2026	173,711,845	1,947,350	\$ 1,733	\$ 3,202,662	\$ 24,282	\$ (24,282)	\$ 556,661	\$ 126	\$ (3,026,869)	\$ 4,879	\$ 739,192

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE REALTY TRUST
CONSOLIDATED STATEMENT OF BENEFICIARIES' EQUITY
(unaudited, in thousands, except number of shares)

	Number of Common Shares	Number of Rabbi Trust/Deferred Compensation Shares	Common Shares of Brandywine Realty Trust's beneficial interest	Additional Paid-in Capital	Deferred Compensation Payable in Common Shares	Common Shares in Grantor Trust	Cumulative Earnings	Accumulated Other Comprehensive Income (Loss)	Cumulative Distributions	Noncontrolling Interests	Total
BALANCE, December 31, 2024	172,665,995	1,221,333	\$ 1,724	\$ 3,182,621	\$ 20,456	\$ (20,456)	\$ 783,499	\$ 2,521	\$ (2,931,730)	\$ 5,952	\$ 1,044,587
Net loss							(26,975)			(81)	(27,056)
Other comprehensive loss								(2,544)		(8)	(2,552)
Share-based compensation activity	439,776	258,549	4	11,294	1,199	(1,199)					11,298
Share Issuance from/(to) Deferred Compensation Plan	(54,808)	(138,310)		(406)	220	(220)					(406)
Reallocation of Noncontrolling interest				(24)						24	—
Distributions declared (\$0.15 per share)									(26,398)	(77)	(26,475)
BALANCE, March 31, 2025	173,050,963	1,341,572	\$ 1,728	\$ 3,193,485	\$ 21,875	\$ (21,875)	\$ 756,524	\$ (23)	\$ (2,958,128)	\$ 5,810	\$ 999,396

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE REALTY TRUST
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited, in thousands)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (48,804)	\$ (27,056)
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	49,231	44,353
Amortization of deferred financing costs	1,387	1,230
Amortization of debt discount/(premium), net	(468)	119
Amortization of stock compensation costs	5,226	11,068
Straight-line rent income	(2,015)	(1,699)
Amortization of acquired above (below) market leases, net	(162)	(210)
Ground rent expense	313	194
Provision for impairment	11,909	—
Loss from unconsolidated real estate ventures, including income distributions	8,702	10,511
Changes in assets and liabilities:		
Accounts receivable	(888)	(620)
Other assets	(16,625)	(10,266)
Accounts payable and accrued expenses	4,324	(4,726)
Deferred income, gains and rent	(1,663)	(14,068)
Other liabilities	(259)	(2,515)
Net cash provided by operating activities	10,208	6,315
Cash flows from investing activities:		
Capital expenditures for tenant improvements	(18,058)	(22,554)
Capital expenditures for redevelopments	(757)	(3,301)
Capital expenditures for developments	(13,985)	(6,956)
Advances for the purchase of tenant assets, net of repayments	(326)	(247)
Investment in unconsolidated real estate ventures	(15,910)	(7,661)
Capital distributions from unconsolidated real estate ventures	—	42
Leasing costs paid	(5,165)	(3,951)
Net cash used in investing activities	(54,201)	(44,628)
Cash flows from financing activities:		
Proceeds from credit facility borrowings	69,000	70,000
Repayments of credit facility borrowings	(4,000)	(5,000)
Repayments of unsecured term loan	—	(70,000)
Proceeds from construction loan	—	5,639
Debt financing costs paid	(250)	—
Shares used for employee taxes upon vesting of share awards	(449)	(778)
Repurchase and retirement of common shares	(2,163)	—
Distributions paid to shareholders	(14,069)	(26,176)
Distributions to noncontrolling interest	(82)	(76)
Net cash provided by (used in) financing activities	47,987	(26,391)
Increase/(Decrease) in cash and cash equivalents and restricted cash	3,994	(64,704)
Cash and cash equivalents and restricted cash at beginning of period	62,302	96,177
Cash and cash equivalents and restricted cash at end of period	\$ 66,296	\$ 31,473
Reconciliation of cash and cash equivalents and restricted cash:		
Cash and cash equivalents, beginning of period	\$ 32,284	\$ 90,229
Restricted cash, beginning of period	30,018	5,948
Cash and cash equivalents and restricted cash, beginning of period	\$ 62,302	\$ 96,177
Cash and cash equivalents, end of period	\$ 36,203	\$ 29,428
Restricted cash, end of period	30,093	2,045
Cash and cash equivalents and restricted cash, end of period	\$ 66,296	\$ 31,473
Supplemental disclosure:		
Cash paid for interest, net of capitalized interest during the three months ended March 31, 2026 and 2025 of \$918 and \$3,166, respectively	\$ 29,541	\$ 24,525
Cash paid for income taxes	2	—
Supplemental disclosure of non-cash activity:		
Dividends and distributions declared but not paid	14,201	26,487
Change in capital expenditures financed through accounts payable at period end	(6,221)	(6,414)
Change in capital expenditures financed through retention payable at period end	891	536

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE OPERATING PARTNERSHIP, L.P.
CONSOLIDATED BALANCE SHEETS
(unaudited, in thousands, except unit and per unit information)

	March 31, 2026	December 31, 2025
ASSETS		
Real estate investments:		
Operating properties	\$ 3,724,851	\$ 3,753,780
Accumulated depreciation	(1,279,283)	(1,259,090)
Prepaid ground leases, net	51,236	51,399
Right of use asset - operating leases, net	17,657	17,806
Operating real estate investments, net	2,514,461	2,563,895
Construction-in-progress	123,659	118,543
Land held for development	72,110	70,405
Prepaid leasehold interests in land held for development, net	27,762	27,762
Total real estate investments, net	2,737,992	2,780,605
Cash and cash equivalents	36,203	32,284
Restricted cash and escrows	30,093	30,018
Accounts receivable	23,370	22,154
Assets held for sale, net	15,383	—
Accrued rent receivable, net of allowance of \$424 and \$424 as of March 31, 2026 and December 31, 2025, respectively	184,220	182,651
Investment in unconsolidated real estate ventures	321,534	314,326
Deferred costs, net	81,143	79,549
Intangible assets, net	20,739	22,426
Other assets	137,170	122,227
Total assets	\$ 3,587,847	\$ 3,586,240
LIABILITIES AND PARTNERS' EQUITY		
Secured term loans, net	\$ 234,091	\$ 234,079
Unsecured credit facility	65,000	—
Unsecured term loans, net	249,491	249,389
Unsecured senior notes, net	2,073,656	2,073,394
Accounts payable and accrued expenses	141,933	143,826
Distributions payable	14,201	14,108
Deferred income, gains and rent	20,852	22,569
Intangible liabilities, net	12,534	12,713
Lease liability - operating leases	23,764	23,720
Other liabilities	13,133	14,588
Total liabilities	\$ 2,848,655	\$ 2,788,386
Commitments and contingencies (See Note 15)		
Redeemable limited partnership units at redemption value; 515,595 and 515,595 issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	1,348	1,501
Brandywine Operating Partnership, L.P.'s equity:		
General Partnership Capital; 173,711,845 and 173,699,039 units issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	735,395	795,402
Accumulated other comprehensive loss	(214)	(1,781)
Total Brandywine Operating Partnership, L.P.'s equity	735,181	793,621
Noncontrolling interest - consolidated real estate ventures	2,665	2,732
Total partners' equity	\$ 737,846	\$ 796,353
Total liabilities and partners' equity	\$ 3,587,849	\$ 3,586,240

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE OPERATING PARTNERSHIP, L.P.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited, in thousands, except unit and per unit information)

	Three Months Ended March 31,	
	2026	2025
Revenue		
Rents	\$ 120,657	\$ 114,428
Third party management fees, labor reimbursement and leasing	4,725	5,829
Other	1,622	1,259
Total revenue	127,004	121,516
Operating expenses		
Property operating expenses	38,526	33,526
Real estate taxes	11,325	11,432
Third party management expenses	2,168	2,633
Depreciation and amortization	49,231	44,353
General and administrative expenses	12,335	17,470
Provision for impairment	11,909	—
Total operating expenses	125,494	109,414
Gain on sale of real estate		
Net gain on disposition of real estate	—	3,059
Total gain on sale of real estate	—	3,059
Operating income	1,510	15,161
Other income (expense):		
Interest and investment income	666	1,186
Interest expense	(40,889)	(31,845)
Interest expense - amortization of deferred financing costs	(1,387)	(1,230)
Equity in loss of unconsolidated real estate ventures	(8,702)	(10,511)
Net gain on real estate venture transactions	—	183
Net loss before income taxes	(48,802)	(27,056)
Income tax provision	(2)	—
Net loss	(48,804)	(27,056)
Net loss attributable to noncontrolling interests - consolidated real estate ventures	67	—
Net loss attributable to Brandywine Operating Partnership, L.P.	(48,737)	(27,056)
Nonforfeitable dividends allocated to unvested restricted unitholders	(318)	(429)
Net loss attributable to Common Partnership Unitholders of Brandywine Operating Partnership, L.P.	\$ (49,055)	\$ (27,485)
Basic loss per Common Partnership Unit	\$ (0.28)	\$ (0.16)
Diluted loss per Common Partnership Unit	\$ (0.28)	\$ (0.16)
Basic weighted average common partnership units outstanding	174,272,331	173,431,077
Diluted weighted average common partnership units outstanding	174,272,331	173,431,077

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE OPERATING PARTNERSHIP, L.P.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited, in thousands)

	Three Months Ended March 31,	
	2026	2025
Net loss	\$ (48,804)	\$ (27,056)
Comprehensive income (loss):		
Unrealized gain (loss) on derivative financial instruments	1,567	(2,552)
Total comprehensive income (loss)	1,567	(2,552)
Comprehensive loss	(47,237)	(29,608)
Comprehensive loss attributable to noncontrolling interest - consolidated real estate ventures	67	—
Comprehensive loss attributable to Brandywine Operating Partnership, L.P.	\$ (47,170)	\$ (29,608)

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE OPERATING PARTNERSHIP, L.P.
CONSOLIDATED STATEMENTS OF PARTNERS' EQUITY
(unaudited, in thousands, except number of units)

	General Partner Capital		Accumulated Other Comprehensive Income	Noncontrolling Interest - Consolidated Real Estate Ventures	Total Partners' Equity
	Units	Amount			
BALANCE, December 31, 2025	173,699,039	\$ 795,402	\$ (1,781)	\$ 2,732	\$ 796,353
Net loss		(48,737)		(67)	(48,804)
Other comprehensive loss			1,567		1,567
Deferred compensation obligation	(12,125)	(402)			(402)
Repurchase and retirement of LP units	(700,000)	(2,170)			(2,170)
Share-based compensation activity	724,931	5,400			5,400
Adjustment of redeemable partnership units to liquidation value at period end		117			117
Distributions declared to general partnership unitholders (\$0.08 per unit)		(14,215)			(14,215)
BALANCE, March 31, 2026	<u>173,711,845</u>	<u>\$ 735,395</u>	<u>\$ (214)</u>	<u>\$ 2,665</u>	<u>\$ 737,846</u>

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE OPERATING PARTNERSHIP, L.P.
CONSOLIDATED STATEMENT OF PARTNERS' EQUITY
(unaudited, in thousands, except number of units)

	General Partner Capital		Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest - Consolidated Real Estate Ventures	Total Partners' Equity
	Units	Amount			
BALANCE, December 31, 2024	172,665,995	\$ 1,036,712	\$ 2,190	\$ 2,815	\$ 1,041,717
Net loss		(27,056)			(27,056)
Other comprehensive loss			(2,552)		(2,552)
Deferred compensation obligation	(54,808)	(406)			(406)
Share-based compensation activity	439,776	11,298			11,298
Adjustment of redeemable partnership units to liquidation value at period end		476			476
Distributions declared to general partnership unitholders (\$0.15 per unit)		(26,398)			(26,398)
BALANCE, March 31, 2025	173,050,963	\$ 994,626	\$ (362)	\$ 2,815	\$ 997,079

The accompanying notes are an integral part of these consolidated financial statements.

BRANDYWINE OPERATING PARTNERSHIP L.P.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited, in thousands)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (48,804)	\$ (27,056)
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	49,231	44,353
Amortization of deferred financing costs	1,387	1,230
Amortization of debt discount/(premium), net	(468)	119
Amortization of stock compensation costs	5,226	11,068
Straight-line rent income	(2,015)	(1,699)
Amortization of acquired above (below) market leases, net	(162)	(210)
Ground rent expense	313	194
Provision for impairment	11,909	—
Loss from unconsolidated real estate ventures, including income distributions	8,702	10,511
Changes in assets and liabilities:		
Accounts receivable	(888)	(620)
Other assets	(16,625)	(10,266)
Accounts payable and accrued expenses	4,324	(4,726)
Deferred income, gains and rent	(1,663)	(14,068)
Other liabilities	(259)	(2,515)
Net cash provided by operating activities	<u>10,208</u>	<u>6,315</u>
Cash flows from investing activities:		
Capital expenditures for tenant improvements	(18,058)	(22,554)
Capital expenditures for redevelopments	(757)	(3,301)
Capital expenditures for developments	(13,985)	(6,956)
Advances for the purchase of tenant assets, net of repayments	(326)	(247)
Investment in unconsolidated real estate ventures	(15,910)	(7,661)
Capital distributions from unconsolidated real estate ventures	—	42
Leasing costs paid	(5,165)	(3,951)
Net cash used in investing activities	<u>(54,201)</u>	<u>(44,628)</u>
Cash flows from financing activities:		
Proceeds from credit facility borrowings	69,000	70,000
Repayments of credit facility borrowings	(4,000)	(5,000)
Repayment of unsecured term loan	—	(70,000)
Proceeds from construction loan	—	5,639
Debt financing costs paid	(250)	—
Shares used for employee taxes upon vesting of share awards	(449)	(778)
Repurchase and retirement of common units	(2,163)	—
Distributions paid to preferred and common partnership units	(14,151)	(26,252)
Net cash provided by (used in) financing activities	<u>47,987</u>	<u>(26,391)</u>
Increase/(Decrease) in cash and cash equivalents and restricted cash	3,994	(64,704)
Cash and cash equivalents and restricted cash at beginning of period	62,302	96,177
Cash and cash equivalents and restricted cash at end of period	<u>\$ 66,296</u>	<u>\$ 31,473</u>
Reconciliation of cash and cash equivalents and restricted cash:		
Cash and cash equivalents, beginning of period	\$ 32,284	\$ 90,229
Restricted cash, beginning of period	30,018	5,948
Cash and cash equivalents and restricted cash, beginning of period	<u>\$ 62,302</u>	<u>\$ 96,177</u>
Cash and cash equivalents, end of period	\$ 36,203	\$ 29,428
Restricted cash, end of period	30,093	2,045
Cash and cash equivalents and restricted cash, end of period	<u>\$ 66,296</u>	<u>\$ 31,473</u>
Supplemental disclosure:		
Cash paid for interest, net of capitalized interest during the three months ended March 31, 2026 and 2025 of \$918 and \$3,166, respectively	\$ 29,541	\$ 24,525
Cash paid for income taxes	2	—
Supplemental disclosure of non-cash activity:		
Dividends and distributions declared but not paid	14,201	26,487
Change in capital expenditures financed through accounts payable at period end	(6,221)	(6,414)
Change in capital expenditures financed through retention payable at period end	891	536

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS**1. ORGANIZATION OF THE PARENT COMPANY AND THE OPERATING PARTNERSHIP**

Brandywine Realty Trust (the “Parent Company”) is a self-administered and self-managed real estate investment trust (“REIT”) engaged in the acquisition, development, redevelopment, ownership, management, and operation of a portfolio of office and mixed-use properties. The Parent Company owns its assets and conducts its operations through Brandywine Operating Partnership, L.P. (the “Operating Partnership”) and subsidiaries of the Operating Partnership. The Parent Company is the sole general partner of the Operating Partnership and, as of March 31, 2026, owned a 99.7% interest in the Operating Partnership. The Parent Company’s common shares of beneficial interest (“common shares”) are publicly traded on the New York Stock Exchange under the ticker symbol “BDN.” The Parent Company, the Operating Partnership, and their consolidated subsidiaries are collectively referred to as the “Company.”

As of March 31, 2026, the Company owned and consolidated 64 properties that contained an aggregate of approximately 12.3 million net rentable square feet (collectively, the “Properties”). The Company’s core portfolio of operating properties (the “Core Properties”) excludes Properties under development or redevelopment, recently completed - not stabilized Properties, and Properties held for sale. The Properties were comprised of the following as of March 31, 2026:

	Number of Properties	Rentable Square Feet
Office Properties	55	10,258,646
Mixed-use Properties	5	1,133,450
Core Properties	60	11,392,096
Development/redevelopment Properties	3	721,035
Recently completed - not stabilized Properties (a)	1	168,294
The Properties	64	12,281,425

(a) The Company reclassifies a Property from “development/redevelopment Property” to “recently completed – not stabilized Property” after the date that the development or redevelopment of the Property is placed in service and prior to the time that the Property reaches at least 90% occupancy. When the Property reaches at least 90% occupancy, the Property is considered stabilized and, at that time, the Company reclassifies the Property as a “Core Property.”

In addition to the Properties, as of March 31, 2026, the Company owned 106.5 acres of land held for development. The Company also held a leasehold interest in a 0.8 acre land parcel, acquired through a prepaid 99-year ground lease, and held options to purchase approximately 5.1 additional acres of undeveloped land. As of March 31, 2026, the total potential development that this inventory of land could support under current zoning and entitlements, including the parcels under option, amounted to an estimated 11.6 million net rentable square feet.

As of March 31, 2026, the Company also owned economic interests in seven unconsolidated real estate ventures (see Note 4, “Investment in Unconsolidated Real Estate Ventures,” for further information). The Properties and the properties owned by the unconsolidated real estate ventures are primarily located in or near Philadelphia, Pennsylvania; Austin, Texas; Washington, D.C.; Southern New Jersey; and Wilmington, Delaware.

The Company conducts its third-party real estate management services business primarily through wholly-owned management company subsidiaries. As of March 31, 2026, the management company subsidiaries were managing properties containing an aggregate of approximately 19.7 million net rentable square feet, of which approximately 12.5 million net rentable square feet related to Properties owned by the Company and approximately 7.2 million net rentable square feet related to properties owned by the unconsolidated real estate ventures.

Unless otherwise indicated, all references in this Form 10-Q to square feet and net rentable square feet represent net rentable area.

2. BASIS OF PRESENTATION**Basis of Presentation**

The consolidated financial statements have been prepared by the Company pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”) for interim financial statements. Certain information and footnote disclosures normally included in the annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, all adjustments consist solely of normal recurring matters, and result in a fair statement of the financial position of the Company as of March 31, 2026, the results of its operations for the three months ended March 31, 2026 and 2025 and its cash flows for the three months ended March 31, 2026 and 2025. The results of operations for such interim periods are not necessarily indicative of the results for a full year. These consolidated financial statements should be read in conjunction with

the Parent Company's and the Operating Partnership's consolidated financial statements and footnotes included in their combined Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on February 23, 2026.

The consolidated balance sheet at December 31, 2025 has been derived from the audited financial statements as of that date but does not include all the information and footnotes required by GAAP for complete financial statements. The Company's Annual Report on Form 10-K for the year ended December 31, 2025 contains a discussion of the Company's significant accounting policies under Note 2, "Summary of Significant Accounting Policies". There have been no material changes in the Company's significant accounting policies since December 31, 2025.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. The estimates and assumptions include, but are not limited to, the amount and timing of development/redevelopment costs and of Company obligations for such costs, including costs incurred through unconsolidated real estate ventures. The estimates and assumptions for development/redevelopment cost are highly judgmental, cover significant future time horizons and are sensitive to cost escalations, sales price escalations and timing and pricing of leasing activity, all of which may be affected by expectations about future market or economic conditions. Actual results could differ from these and other estimates.

3. REAL ESTATE INVESTMENTS

As of March 31, 2026 and December 31, 2025, the gross carrying value of the Properties, reflected in the line item "Operating properties" in the Company's consolidated balance sheets, was as follows (in thousands):

	March 31, 2026	December 31, 2025
Land	\$ 329,337	\$ 337,459
Building and improvements	2,906,160	2,925,483
Tenant improvements	489,354	490,838
Operating properties	\$ 3,724,851	\$ 3,753,780
Assets held for sale - real estate investments	15,383	—
Total	<u>\$ 3,740,234</u>	<u>\$ 3,753,780</u>

Held-for-use Impairment

For the quarter ended March 31, 2026, the Company recognized impairment losses totaling \$9.4 million on two office properties and a parking lot located in the Other segment. The estimated fair value is considered Level 3 in accordance with ASC 820 and was based upon a purchase and sale agreement as of March 31, 2026. The disposition contemplated by the purchase and sale agreement has not been consummated, and there can be no assurance that the Company will complete the disposition.

Held-for-sale

As of March 31, 2026, the Company was under an agreement to sell an office building located in the Pennsylvania Suburbs segment to an unaffiliated third party for \$15.5 million and has classified the property as held-for-sale on the consolidated balance sheet. As of March 31, 2026, the carrying value of the property was in excess of the estimated fair value less cost to sell. As a result, an impairment loss of \$2.5 million was recognized. The estimated fair value is considered Level 3 in accordance with ASC 820 and was based upon the executed agreement of sale as of March 31, 2026.

The following is a summary of the property classified as held for sale as of March 31, 2026 (in thousands):

	<u>Held for Sale Property</u> <u>March 31, 2026</u>
ASSETS HELD FOR SALE	
Real estate investments:	
Operating properties	\$ 19,095
Accumulated depreciation	(4,422)
Operating real estate investments, net	<u>14,673</u>
Construction-in-progress	84
Total real estate investments, net	<u>14,757</u>
Deferred costs, net	235
Accrued Rent Receivable	<u>391</u>
Total assets held for sale, net	<u>\$ 15,383</u>

4. INVESTMENT IN UNCONSOLIDATED REAL ESTATE VENTURES

As of March 31, 2026, the Company held ownership interests in seven unconsolidated real estate ventures, with a net aggregate investment balance of \$321.5 million. As of March 31, 2026, four of the real estate ventures owned properties (directly or through leasehold interests) that contained an aggregate of approximately 4.1 million net rentable square feet of office space; one of the real estate ventures directly owned one property with 341 rentable residential units; and two of the real estate ventures owned 1.4 acres of land held for development.

The Company accounts for its interests in the unconsolidated real estate ventures, which ownership interests range, as of March 31, 2026, from 20% to 85%, using the equity method of accounting. Certain of the unconsolidated real estate ventures are subject to specified priority allocations of distributable cash, including cash from operations and cash from capital events, such as sales of properties.

The Company earned management fees from the unconsolidated real estate ventures of \$0.8 million and \$1.0 million for the three months ended March 31, 2026 and 2025, respectively.

The Company earned leasing commissions from the unconsolidated real estate ventures of \$1.1 million and \$1.5 million for the three months ended March 31, 2026 and 2025, respectively.

The Company had outstanding accounts receivable balances from the unconsolidated real estate ventures of \$0.8 million and \$0.5 million as of March 31, 2026 and December 31, 2025, respectively.

The amounts reflected in the following tables (except for the Company's share of equity in income) are based on the financial information of the individual unconsolidated real estate ventures.

The following is a summary of the financial position of the unconsolidated real estate ventures in which the Company held interests as of March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026		December 31, 2025	
Net property	\$	1,159,647	\$	1,164,117
Other assets		183,281		179,663
Other liabilities		78,035		85,524
Debt, net		582,324		583,062
Equity (a)		682,569		675,194

(a) This amount does not include the effect of the basis difference between the Company's historical cost basis and the basis recorded at the real estate venture level, which is typically amortized over the life of the related assets and liabilities. Basis differentials occur from the impairment of investments, purchases of third-party interests in existing real estate ventures and upon the transfer of assets that were previously owned by the Company into a real estate venture. In addition, certain acquisition, transaction and other costs may not be reflected in the net assets at the real estate venture level.

The following is a summary of results of operations of the unconsolidated real estate ventures in which the Company held interests during the three-month periods ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 35,282	\$ 42,551
Operating expenses	(15,929)	(16,662)
Interest expense, net	(11,460)	(14,908)
Depreciation and amortization	(15,882)	(17,267)
Gain on property disposition	1,053	—
Net loss	\$ (6,936)	\$ (6,286)
Company's share of net loss	\$ (8,810)	\$ (10,306)
Basis adjustments and other	108	(205)
Equity in loss of unconsolidated real estate ventures	\$ (8,702)	\$ (10,511)

One Uptown Ventures

On May 1, 2026, both One Uptown Ventures entered into extension options for their loans with the existing lender. The maturity of the One Uptown - Multi-family loan was extended until July 29, 2027, and the total loan capacity was reduced from \$85.0 million to \$76.5 million. The maturity of the One Uptown Office loan was extended until July 29, 2028, and the total loan capacity was reduced from \$121.7 million to \$108.9 million.

5. LEASES

Lessor Accounting

The table below sets forth the allocation of lease revenue between fixed contractual payments and variable lease payments for the three months ended March 31, 2026 and 2025 (in thousands):

Lease Revenue	Three Months Ended March 31,	
	2026	2025
Fixed contractual payments	\$ 92,603	\$ 87,281
Variable lease payments	25,108	24,249
Total	\$ 117,711	\$ 111,530

6. INTANGIBLE ASSETS AND LIABILITIES

As of March 31, 2026 and December 31, 2025, the Company's intangible assets/liabilities were comprised of the following (in thousands):

	March 31, 2026		
	Total Cost	Accumulated Amortization	Intangible Assets, net
Intangible assets, net:			
In-place lease value	\$ 24,422	\$ (9,241)	\$ 15,181
Tenant relationship value	110	(62)	48
Above market leases acquired	5,599	(89)	5,510
Total intangible assets, net	<u>\$ 30,131</u>	<u>\$ (9,392)</u>	<u>\$ 20,739</u>
	Total Cost	Accumulated Amortization	Intangible Liabilities, net
Intangible liabilities, net:			
Below market leases acquired	<u>\$ 21,333</u>	<u>\$ (8,799)</u>	<u>\$ 12,534</u>
	December 31, 2025		
	Total Cost	Accumulated Amortization	Intangible Assets, net
Intangible assets, net:			
In-place lease value	\$ 24,949	\$ (8,099)	\$ 16,850
Tenant relationship value	110	(61)	49
Above market leases acquired	5,599	(72)	5,527
Total intangible assets, net	<u>\$ 30,658</u>	<u>\$ (8,232)</u>	<u>\$ 22,426</u>
	Total Cost	Accumulated Amortization	Intangible Liabilities, net
Intangible liabilities, net:			
Below market leases acquired	<u>\$ 21,333</u>	<u>\$ (8,620)</u>	<u>\$ 12,713</u>

As of March 31, 2026, the Company's annual amortization for its intangible assets/liabilities, assuming no early lease terminations, was as follows (dollars in thousands):

	Assets	Liabilities
2026 (nine months remaining)	\$ 3,557	\$ 537
2027	1,306	688
2028	990	603
2029	990	603
2030	990	603
Thereafter	12,906	9,500
Total	<u>\$ 20,739</u>	<u>\$ 12,534</u>

7. DEBT OBLIGATIONS

The following table sets forth information regarding the Company's consolidated debt obligations outstanding as of March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026	December 31, 2025	Effective Interest Rate	Maturity Date
SECURED DEBT:				
3025 JFK Construction Loan	\$ 178,014	\$ 178,014	SOFR + 3.60% (b)	July 2026
3151 Market C-PACE Loan (a)	57,324	57,324	7.31%	March 2054
Principal balance outstanding	235,338	235,338		
Less: deferred financing costs	(1,247)	(1,259)		
Total Secured indebtedness	\$ 234,091	\$ 234,079		
UNSECURED DEBT				
\$600.0M Unsecured Credit Facility	\$ 65,000	\$ —	SOFR + 1.50% (c)	June 2027
Term Loan - Swapped to fixed	250,000	250,000	SOFR + 1.70% (c)(d)	June 2027
\$450.0M 3.95% Guaranteed Notes due 2027	450,000	450,000	4.03%	November 2027
\$350.0M 8.30% Guaranteed Notes due 2028	350,000	350,000	8.48% (e)	March 2028
\$350.0M 4.55% Guaranteed Notes due 2029	350,000	350,000	4.30%	October 2029
\$550.0M 8.88% Guaranteed Notes due 2029	550,000	550,000	8.52%	April 2029
\$300.0M 6.13% Guaranteed Notes due 2031	300,000	300,000	6.13%	January 2031
Indenture IA (Preferred Trust I)	27,062	27,062	SOFR + 1.51% (f)	March 2035
Indenture IB (Preferred Trust I)	25,774	25,774	SOFR + 1.51% (f)	April 2035
Indenture II (Preferred Trust II)	25,774	25,774	SOFR + 1.51% (f)	July 2035
Principal balance outstanding	2,393,610	2,328,610		
Plus: original issue premium (discount), net	\$ 7,292	\$ 7,760		
Less: deferred financing costs	(12,755)	(13,587)		
Total unsecured indebtedness	\$ 2,388,147	\$ 2,322,783		
Total Debt Obligations	\$ 2,622,238	\$ 2,556,862		

- (a) In December 2025, we closed on a \$50.5 million Commercial Property Assessed Clean Energy ("C-PACE") financing for the development project at 3151 Market Street, which includes \$30.0 million in additional future funding for new leasing. The loan bears interest at 7.31%, has an initial maturity date of March 31, 2054 and includes \$5.4 million of prepaid interest. The prepaid interest is included within other assets in the Consolidated Balance Sheet.
- (b) The interest rate is capped at 6.60% through the maturity of the loan.
- (c) Spread includes a 10 basis point daily SOFR adjustment.
- (d) On November 23, 2022, the \$250.0 million unsecured term loan was swapped to a fixed rate. At March 31, 2026, the fixed rate for this instrument was 5.41% and matures on June 30, 2027. The effective date of the swap was January 31, 2023.
- (e) During the third quarter of 2023, Moody's downgraded the Company's senior unsecured credit rating from Baa3 to Ba1. As a result of the downgrade, the interest rate on the Company's 7.55% Guaranteed Notes due 2028 (the "2028 Notes") increased 25 basis points in September 2023 due to the coupon adjustment provisions within the 2028 Notes. During the first quarter of 2024, S&P downgraded the Company's senior unsecured credit rating from BBB- to BB+. As a result of the downgrade, the interest rate on the 2028 Notes increased 25 basis points to 8.05% in March 2024 due to the coupon adjustment provisions within the 2028 Notes. During the second quarter of 2024, Moody's downgraded the Company's senior unsecured credit rating from Ba1 to Ba2. As a result of the downgrade, the interest rate on the 2028 Notes increased 25 basis points to 8.30% in April 2024 due to the coupon adjustment provisions within the 2028 Notes. During the first quarter of 2026, S&P downgraded the Company's senior unsecured credit rating from BB+ to BB-. As a result of the downgrade, the interest rate on the 2028 Notes increased 50 basis points to 8.80%, effective September 2026, due to the coupon adjustment provisions within the 2028 Notes.
- (f) On January 16, 2024, the Trust Preferred I Indenture IA was swapped to a fixed rate at 5.14% for the period from March 30, 2024 to December 30, 2026 and Trust Preferred I Indenture IB and Trust Preferred II Indenture II were swapped to a fixed rate at 5.24% for the period from January 30, 2024 to January 30, 2027.

The Company utilizes borrowings under its unsecured credit facility (the "Unsecured Credit Facility") for general business purposes, including to fund costs of acquisitions, developments and redevelopments of properties, and to fund share repurchases and repay other debt. The Unsecured Credit Facility provides for borrowings of up to \$600.0 million and the per annum variable interest rate on borrowings is SOFR plus 1.40% plus a spread adjustment of 0.10%. The interest rate and facility fee are subject to adjustment upon a change in the Company's unsecured debt ratings. During the three months ended March 31, 2026, the weighted-average interest rate on Unsecured Credit Facility borrowings was 5.15%, resulting in \$0.4 million of interest expense for such period.

Additional Information on Unsecured and Secured Consolidated Debt

The Parent Company unconditionally guarantees the unsecured debt obligations of the Operating Partnership (or is a co-borrower with the Operating Partnership) but does not by itself incur unsecured indebtedness. The Parent Company has no material assets other than its investment in the Operating Partnership.

On September 26, 2025, the Company and the Operating Partnership amended its Unsecured Credit Facility to, among other things, amend the restricted payments covenant to permit the Operating Partnership to pay dividends and make distributions attributable to any period of four consecutive fiscal quarters that ends (i) on any date that occurs after June 30, 2025 and on or prior to March 31, 2026, in an amount not to exceed, in the aggregate, the greater of (a) 100% of FFO attributable to such period or (b) the minimum amount necessary for the Company to maintain its REIT status and (ii) on April 1, 2026 or any date that occurs thereafter, in amount not to exceed, in the aggregate, the greater of (a) 95% of FFO attributable to such period or (ii) the minimum amount necessary for the Company to maintain its REIT status.

The Company was in compliance with all financial covenants as of March 31, 2026. Certain of the covenants restrict the Company's ability to obtain alternative sources of capital.

As of March 31, 2026, the aggregate scheduled principal payments on the Company's consolidated debt obligations (secured and unsecured) were as follows (in thousands):

2026 (nine months remaining)	\$ 178,014
2027	765,000
2028	350,000
2029	900,000
2030	—
Thereafter	435,934
Total principal payments	<u>2,628,948</u>
Net unamortized premiums/(discounts)	7,292
Net deferred financing costs	<u>(14,002)</u>
Outstanding indebtedness	<u>\$ 2,622,238</u>

8. FAIR VALUE OF FINANCIAL INSTRUMENTS

Financial assets and liabilities recorded on the Company's consolidated balance sheets are categorized based on the inputs to the valuation techniques as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access;
- Level 2 inputs are inputs, other than quoted prices included in Level 1, which are observable for the asset or liability, either directly or indirectly. Level 2 inputs may include quoted prices for similar assets and liabilities in active markets, as well as inputs that are observable for the asset or liability (other than quoted prices), such as interest rates, foreign exchange rates, and yield curves that are observable at commonly quoted intervals; and
- Level 3 inputs are unobservable inputs for the asset or liability, which is typically based on an entity's own assumptions, as there is little, if any, related market activity or information.

The Company determined the fair values disclosed below using available market information and discounted cash flow analyses as of March 31, 2026 and December 31, 2025, respectively. The discount rate used in calculating fair value is the sum of the current risk free rate and the risk premium on the date of measurement of the instruments or obligations. Considerable judgment is necessary to interpret market data and to develop the related estimates of fair value. Accordingly, the estimates presented are not necessarily indicative of the amounts that the Company could realize upon disposition. The use of different estimates and valuation methodologies may have a material effect on the fair value amounts shown. The Company believes that the carrying amounts reflected in the consolidated balance sheets at March 31, 2026 and December 31, 2025 approximate the fair values for cash and cash equivalents, accounts receivable, other assets and liabilities, accounts payable and accrued expenses because they are short-term in duration. The following are financial instruments for which the Company's estimates of fair value differ from the carrying amounts (in thousands):

	March 31, 2026		December 31, 2025	
	Carrying Amount (a)	Fair Value	Carrying Amount (a)	Fair Value
Unsecured notes payable	\$ 1,995,046	\$ 1,911,795	\$ 1,994,784	\$ 2,027,570
Variable rate debt	571,116	560,459	506,014	501,541
Fixed rate debt	56,076	59,503	56,066	58,935

(a) Net of deferred financing costs of \$12.2 million and \$13.0 million for unsecured notes payable, \$0.5 million and \$0.6 million for variable rate debt and \$1.2 million and \$1.3 million for secured fixed rate debt as of March 31, 2026 and December 31, 2025.

The Company used quoted market prices as of March 31, 2026 and December 31, 2025 to value the unsecured notes payable and, as such, categorized them as Level 2.

The inputs utilized to determine the fair value of the Company's variable rate and fixed rate debt are categorized as Level 3. The fair value of the variable rate and fixed rate debt was determined using a discounted cash flow model that considered borrowing rates available to the Company for loans with similar terms and characteristics.

For the Company's Level 3 financial instruments for which fair value is disclosed, an increase in the discount rate used to determine fair value would result in a decrease to the fair value. Conversely, a decrease in the discount rate would result in an increase to the fair value.

Disclosure about the fair value of financial instruments is based upon pertinent information available to management as of March 31, 2026 and December 31, 2025. Although management is not aware of any factors that would significantly affect the fair value amounts, such amounts were not comprehensively revalued for purposes of these financial statements since March 31, 2026. Current estimates of fair value may differ from the amounts presented herein.

9. DERIVATIVE FINANCIAL INSTRUMENTS

The following table summarizes the terms and fair values of the Company's derivative financial instruments as of March 31, 2026 and December 31, 2025. The notional amounts provide an indication of the extent of the Company's involvement in these instruments at that time, but do not represent exposure to credit, interest rate or market risks (dollar amounts presented in thousands).

Hedge Product	Hedge Type	Designation	Notional Amount		Strike	Trade Date	Maturity Date	Fair value	
			3/31/2026	12/31/2025				3/31/2026	12/31/2025
Assets									
Swap	Interest Rate	Cash Flow (a)	27,062	—	3.629 %	January 12, 2024	December 30, 2026	9	—
Cap	Interest Rate	Cash Flow	\$ 178,014	\$ 178,014	3.000 %	July 22, 2025	July 22, 2026	\$ 370	\$ 546
Liabilities									
Swap	Interest Rate	Cash Flow (a)	\$ 250,000	\$ 250,000	3.713 %	November 23, 2022	June 30, 2027	\$ (284)	\$ (1,530)
Swap	Interest Rate	Cash Flow (a)	—	27,062	3.629 %	January 12, 2024	December 30, 2026	—	(61)
Swap	Interest Rate	Cash Flow (a)	51,548	51,548	3.725 %	January 12, 2024	January 30, 2027	(27)	(189)
			<u>\$ 506,624</u>	<u>\$ 506,624</u>					

(a) Hedging unsecured variable rate debt.

The Company measures its derivative instruments at fair value and records them in "Other assets" and "Other liabilities" on the Company's consolidated balance sheets.

Although the Company has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. The Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Company has determined that the inputs utilized to determine the fair value of derivative instruments are classified in Level 2 of the fair value hierarchy.

10. LIMITED PARTNERS' NONCONTROLLING INTERESTS IN THE PARENT COMPANY

Noncontrolling interests in the Parent Company's financial statements relate to redeemable common limited partnership interests in the Operating Partnership held by parties other than the Parent Company and properties which are consolidated but not wholly-owned by the Operating Partnership.

Operating Partnership

The aggregate book value of the noncontrolling interests associated with the redeemable common limited partnership units in the accompanying consolidated balance sheet of the Parent Company was \$2.2 million and \$2.4 million as of March 31, 2026 and December 31, 2025, respectively. Under the applicable accounting guidance, the redemption value of the redeemable common limited partnership units is carried at fair value. The Parent Company believes that the aggregate settlement value of these units (based on the number of units outstanding and the average closing price of the common shares during the last five business days of the quarter ended March 31, 2026) was approximately \$1.3 million and \$1.5 million as of March 31, 2026 and December 31, 2025, respectively.

11. BENEFICIARIES' EQUITY OF THE PARENT COMPANY

Earnings per Share (EPS)

The following table details the number of shares and net income used to calculate basic and diluted earnings per share (in thousands, except share and per share amounts; results may not add due to rounding):

	Three Months Ended March 31,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
Numerator				
Net loss	\$ (48,804)	\$ (48,804)	\$ (27,056)	\$ (27,056)
Net loss attributable to noncontrolling interests	213	213	81	81
Nonforfeitable dividends allocated to unvested restricted shareholders	(318)	(318)	(429)	(429)
Net loss attributable to common shareholders	<u>\$ (48,909)</u>	<u>\$ (48,909)</u>	<u>\$ (27,404)</u>	<u>\$ (27,404)</u>
Denominator				
Weighted-average shares outstanding	173,756,736	173,756,736	172,915,482	172,915,482
Weighted-average shares outstanding	<u>173,756,736</u>	<u>173,756,736</u>	<u>172,915,482</u>	<u>172,915,482</u>
Loss per Common Share:				
Net loss attributable to common shareholders	<u>\$ (0.28)</u>	<u>\$ (0.28)</u>	<u>\$ (0.16)</u>	<u>\$ (0.16)</u>

The contingent securities/share-based compensation impact is calculated using the treasury stock method and relates to employee awards settled in shares of the Parent Company. The effect of these securities is anti-dilutive for periods that the Parent Company incurs a net loss from continuing operations available to common shareholders and therefore is excluded from the dilutive earnings per share calculation in such periods.

Redeemable common limited partnership units totaling 515,595 at March 31, 2026 and March 31, 2025 were excluded from the diluted earnings per share computations because they are not dilutive.

Unvested restricted shares are considered participating securities which require the use of the two-class method for the computation of basic and diluted earnings per share. For the three months ended March 31, 2026 and 2025, earnings representing nonforfeitable dividends as noted in the table above were allocated to the unvested restricted shares issued to the Company's executives and other employees under the Company's shareholder-approved long-term equity incentive plan.

Common Shares

On February 18, 2026, the Parent Company declared a distribution of \$0.08 per common share, totaling \$14.3 million, which was paid on April 16, 2026 to shareholders of record as of April 2, 2026.

The Parent Company maintains a common share repurchase program under which the Board of Trustees has authorized the Parent Company to repurchase its common shares. On January 3, 2019, the Board of Trustees authorized the repurchase of up to \$150.0 million of the Company's common shares from and after January 3, 2019. During the three months ended March 31, 2026, the Company repurchased and retired 700,000 common shares at an average price of \$3.10 per share, totaling \$2.2 million. During the three months ended March 31, 2025, the Company did not repurchase any common shares under the program.

12. PARTNERS' EQUITY OF THE PARENT COMPANY

Earnings per Common Partnership Unit

The following table details the number of units and net income used to calculate basic and diluted earnings per common partnership unit (in thousands, except unit and per unit amounts; results may not add due to rounding):

	Three Months Ended March 31,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
Numerator				
Net loss	\$ (48,804)	\$ (48,804)	\$ (27,056)	\$ (27,056)
Net loss attributable to noncontrolling interests	67	67	—	—
Nonforfeitable dividends allocated to unvested restricted unitholders	(318)	(318)	(429)	(429)
Net loss attributable to common unitholders	\$ (49,055)	\$ (49,055)	\$ (27,485)	\$ (27,485)
Denominator				
Total weighted-average units outstanding	174,272,331	174,272,331	173,431,077	173,431,077
Loss per Common Partnership Unit:				
Net loss attributable to common unitholders	\$ (0.28)	\$ (0.28)	\$ (0.16)	\$ (0.16)

Unvested restricted units are considered participating securities which require the use of the two-class method for the computation of basic and diluted earnings per unit. For the three months ended March 31, 2026 and 2025, earnings representing nonforfeitable dividends were allocated to the unvested restricted units issued to the Parent Company's executives and other employees under the Parent Company's shareholder-approved long-term incentive plan.

Common Partnership Units

On February 18, 2026, the Operating Partnership declared a distribution of \$0.08 per common partnership unit, totaling \$14.3 million, which was paid on April 16, 2026 to unitholders of record as of April 2, 2026.

In connection with the Parent Company's common share repurchase program, one common unit of the Operating Partnership is retired for each common share repurchased. As discussed in Note 11 above, during the three months ended March 31, 2026, the Company repurchased 700,000 common shares at an average price of \$3.10 per share, totaling \$2.2 million, and the Operating Partnership retired 700,000 common units of the Operating Partnership. During the three months ended March 31, 2025, the Company did not repurchase any units under the program.

13. SHARE BASED COMPENSATION

Restricted Share Unit Awards

As of March 31, 2026, 3,666,100 restricted share rights and units ("Restricted Share Units") were outstanding under the Company's long term equity incentive plan. These Restricted Share Units vest over one to three years from the initial grant dates. The remaining compensation expense to be recognized with respect to these awards at March 31, 2026 was \$3.3 million and is expected to be recognized over a weighted average remaining vesting period of 1.41. During the three months ended March 31, 2026 and 2025, the amortization related to outstanding Restricted Share Units was \$3.9 million (of which \$0.4 million was capitalized) and \$4.1 million (of which \$0.6 million was capitalized), respectively. Compensation expense related to outstanding Restricted Share Units is included in general and administrative expense.

The following table summarizes the Company's Restricted Share Units activity during the three months ended March 31, 2026:

	Shares	Weighted Average Grant Date Fair Value
Non-vested at January 1, 2026	2,083,526	\$ 4.73
Granted	1,608,877	\$ 3.16
Vested	(26,303)	\$ 3.16
Non-vested at March 31, 2026	3,666,100	\$ 4.05

On February 27, 2026, the Compensation Committee of the Parent Company's Board of Trustees awarded to officers of the Company an aggregate of 1,429,312 Restricted Share Units, which vest over three years from the grant date. Each Restricted Share Unit entitles the holder to one common share upon settlement. The Parent Company pays dividend equivalents on the Restricted Share Units prior to the settlement date. Vesting and/or settlement would accelerate if the recipient of the award were to die, become disabled or, in the case of certain of such Restricted Share Units, retire in a qualifying retirement prior to the vesting or settlement date. Qualifying retirement generally means the recipient's voluntary termination of employment after reaching at least age 57 and accumulating at least 15 years of service with the Company. In addition, vesting would also accelerate if the Parent Company were to undergo a change of control and, on or before the first anniversary of the change of control, the recipient's employment were to cease due to a termination without cause or resignation with good reason.

The Restricted Share Units granted in 2026, 2025, 2024, and 2023 to certain senior executives include an "outperformance feature" whereby additional shares may be earned, up to 275% of the shares subject to the basic award, based on the Company's achievement of specified financial and/or operating targets during a three-year performance period with an additional 366 days of service generally required to fully vest. In addition to the basic award, up to an aggregate of 3,153,418, 2,170,708, 2,669,293, and 925,642 shares may be awarded under the outperformance feature for the 2026, 2025, 2024, and 2023 awards, respectively, to those senior officers whose Restricted Share Units awards include the "outperformance feature." As of March 31, 2026, the Company has not recognized any compensation expense related to the outperformance feature for the 2026 awards and has recognized \$0.8 million, \$7.0 million, and \$4.5 million related to the outperformance feature for the 2025, 2024, and 2023 awards, respectively. The Company will continue to evaluate progression towards achievement of the performance metrics on a quarterly basis and recognize compensation expense for the outperformance feature of these awards should it be determined that achievement of these metrics is probable.

In addition, on February 27, 2026, the Compensation Committee awarded non-officer employees an aggregate of 179,565 Restricted Share Units that generally vest in three equal annual installments. Vesting of these awards is subject to acceleration upon death, disability or termination without cause within one year following a change of control.

In accordance with the accounting standard for share-based compensation, the Company amortizes share-based compensation costs through the qualifying retirement dates for those executives who meet the conditions for qualifying retirement during the scheduled vesting period and whose award agreements provide for vesting upon a qualifying retirement or qualifying retirement eligibility.

Restricted Performance Share Unit Awards

The Compensation Committee of the Parent Company's Board of Trustees has granted performance share-based awards (referred to as Restricted Performance Share Units, or RPSUs) to officers of the Parent Company. The RPSUs are settled in common shares, with the number of common shares issuable in settlement varying between zero and 240%, with respect to the 2024, 2025 and 2026 awards, of the target amount based on the achievement of certain performance or market conditions. For the 2024, 2025 and 2026 awards, the number of common shares issuable is determined based on the Company's achievement of certain operating metrics during three one-year performance periods, subject to further adjustment based on Relative TSR for the three-year term of the award. The table below presents certain information as to unvested RPSU awards.

	RPSU Awarded Date			Total
	2/26/2024	2/28/2025	2/27/2026	
(Amounts below in shares, unless otherwise noted)				
Non-vested at January 1, 2026	779,469	334,412	—	1,113,881
Granted	378,728	314,928	476,437	1,170,093
Units Cancelled	(22,014)	(19,484)	—	(41,498)
Non-vested at March 31, 2026	1,136,183	629,856	476,437	2,242,476
Measurement Period Commencement Date	1/1/2024	1/1/2025	1/1/2026	
Measurement Period End Date	12/31/2026	12/31/2027	12/31/2028	
Awarded Units	1,251,803	1,003,236	1,429,312	
Fair Value of Units on Awarded Date (in thousands)	\$ 5,145	\$ 4,896	\$ 4,517	

The Company values each RPSU on its grant date using a Monte Carlo simulation. The fair values of each award are being amortized over the three-year performance period. If an award's service inception date precedes the grant date, we initially measure compensation expense for awards with performance conditions at fair value at the service inception date based on probability of payout, and we remeasure compensation expense at subsequent reporting dates until all of the award's key terms and conditions are known and the grant date is established. We amortize awards with performance conditions using the graded expense method for retirement eligible employees.

For 2024, 2025 and 2026 awards, the Company awarded 1,251,803, 1,003,236 and 1,429,312 RPSUs of which 378,728, 314,928 and 476,437 are treated as granted in 2026, respectively. The determination and delivery of earned shares will be accelerated in the event of a change in control or the award recipient's death before the end of the full three-year term of the award. If the award recipient's service ceases due to his or her qualifying retirement or disability during the term of the award, the award will remain outstanding and be earned based on actual performance for the full term of the award, subject to pro-ration based on the portion of the term actually worked. Dividend equivalents will be credited as additional RPSUs during the term of the awards, subject to the same terms and conditions as the original RPSUs.

For the three months ended March 31, 2026, the Company recognized amortization of the 2026, 2025 and 2024 RPSU awards of \$1.7 million, of which \$0.2 million was capitalized consistent with the Company's policies for capitalizing eligible portions of employee compensation. For the three months ended March 31, 2025, amortization for the 2025, 2024 and 2023 RPSU awards was \$2.2 million, of which \$0.0 million was capitalized consistent with the Company's policies for capitalizing eligible portions of employee compensation.

The remaining compensation expense to be recognized with respect to the non-vested RPSUs at March 31, 2026 was approximately \$4.5 million and is expected to be recognized over a weighted average remaining vesting period of 1.93 years.

The Company issued 404,175 common shares on January 22, 2026 in settlement of RPSUs that had been awarded on February 16, 2023 (with a three-year measurement period ended December 31, 2025). Holders of these RPSUs also received a cash dividend of \$0.08 per share for these common shares on January 22, 2026.

14. SEGMENT INFORMATION

As of March 31, 2026, the Company owned and managed properties within four segments: (1) Philadelphia Central Business District ("Philadelphia CBD"), (2) Pennsylvania Suburbs, (3) Austin, Texas and (4) Other. The Philadelphia CBD segment includes properties located in the City of Philadelphia, Pennsylvania. The Pennsylvania Suburbs segment includes properties in Chester, Delaware, and Montgomery counties in the Philadelphia suburbs. The Austin, Texas segment includes properties in the City of Austin, Texas. The Other segment includes properties located in Washington, D.C., Northern Virginia, Southern Maryland, Camden County, New Jersey and New Castle County, Delaware. In addition to the four segments, the corporate group is responsible for cash and investment management, development/redevelopment of certain real estate properties during the construction period, and certain other general support functions. Land held for development and construction in progress is transferred to operating properties by region upon completion of the associated construction or project.

The Company's segments are based on the Company's method of internal reporting, which classifies the Company's operations by geographic area. The following tables provide selected asset information and results of operations of the Company's reportable segments (in thousands):

Real estate investments, at cost:

	March 31, 2026	December 31, 2025
Philadelphia CBD	\$ 2,087,963	\$ 2,080,220
Pennsylvania Suburbs	865,932	883,218
Austin, Texas	508,104	510,030
Total Core Segments	3,461,999	3,473,468
Other	262,852	280,312
Operating properties	\$ 3,724,851	\$ 3,753,780
Assets held for sale	15,383	—
Total	\$ 3,740,234	\$ 3,753,780
Corporate		
Prepaid ground leases, net	\$ 51,236	\$ 51,399
Right of use asset - operating leases, net	\$ 17,657	\$ 17,806
Construction-in-progress	\$ 123,659	\$ 118,543
Land held for development	\$ 72,110	\$ 70,405
Prepaid leasehold interests in land held for development, net	\$ 27,762	\$ 27,762

Net operating income:

	Three Months Ended March 31,					
	2026			2025		
	Total revenue	Operating expenses (a)	Net operating income	Total revenue	Operating expenses (a)	Net operating income
Philadelphia CBD	\$ 65,627	\$ (26,697)	\$ 38,930	\$ 55,388	\$ (20,631)	\$ 34,757
Pennsylvania Suburbs	33,562	(11,020)	22,542	31,931	(10,055)	21,876
Austin, Texas	13,948	(5,789)	8,159	18,151	(7,767)	10,384
Other	9,973	(4,820)	5,153	10,523	(5,224)	5,299
Corporate	3,894	(3,693)	201	5,523	(3,914)	1,609
Operating properties	<u>\$ 127,004</u>	<u>\$ (52,019)</u>	<u>\$ 74,985</u>	<u>\$ 121,516</u>	<u>\$ (47,591)</u>	<u>\$ 73,925</u>

(a) Includes property operating expenses, real estate taxes and third-party management expense.

Unconsolidated real estate ventures:

	Investment in real estate ventures		Equity in income (loss) of real estate ventures	
	As of		Three Months Ended March 31,	
	March 31, 2026	December 31, 2025	2026	2025
Philadelphia CBD	\$ 217,195	\$ 215,078	\$ (2,308)	\$ (4,208)
Mid-Atlantic Office JV	10,733	10,877	(97)	(161)
Austin, Texas	76,634	71,611	(6,130)	(5,888)
Other	16,972	16,760	(167)	(254)
Total	<u>\$ 321,534</u>	<u>\$ 314,326</u>	<u>\$ (8,702)</u>	<u>\$ (10,511)</u>

Net operating income (“NOI”) is a non-GAAP financial measure, which we define as total property revenue less property operating expenses, real estate taxes and third-party management expenses. Property operating expenses that are included in determining NOI consist of costs that are necessary and allocable to our operating properties such as utilities, property-level salaries, repairs and maintenance, property insurance and management fees. General and administrative expenses that are not reflected in NOI primarily consist of corporate-level salaries, amortization of share awards and professional fees that are incurred as part of corporate office management. NOI presented by the Company may not be comparable to NOI reported by other companies that define NOI differently. NOI is the primary measure that is used by the Company’s management to evaluate the operating performance of the Company’s real estate assets by segment. The Company believes NOI provides useful information to investors regarding the financial condition and results of operations because it reflects only those income and expense items that are incurred at the property level. While NOI is a relevant and widely used measure of operating performance of real estate investment trusts, it does not represent cash flow from operations or net income as defined by GAAP and should not be considered as an alternative to those measures in evaluating our liquidity or operating performance. NOI does not reflect interest expenses, real estate impairment losses, depreciation and amortization costs, capital expenditures and leasing costs. The Company believes that net income (loss), as defined by GAAP, is the most appropriate earnings measure. The following is a reconciliation of consolidated net income (loss), as defined by GAAP, to consolidated NOI, (in thousands):

	Three Months Ended March 31,	
	2026	2025
Net loss	\$ (48,804)	\$ (27,056)
Plus:		
Interest expense	40,889	31,845
Interest expense - amortization of deferred financing costs	1,387	1,230
Depreciation and amortization	49,231	44,353
General and administrative expenses	12,335	17,470
Equity in loss of unconsolidated real estate ventures	8,702	10,511
Provision for impairment	11,909	—
Less:		
Interest and investment income	666	1,186
Income tax provision	(2)	—
Net gain on disposition of real estate	—	3,059
Net gain on real estate venture transactions	—	183
Consolidated net operating income	<u>\$ 74,985</u>	<u>\$ 73,925</u>

15. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The Company is involved from time to time in litigation on various matters, including disputes with tenants, disputes with vendors, employee disputes and disputes arising out of agreements to purchase or sell properties or joint ventures or disputes relating to state and local taxes. Given the nature of the Company's business activities, these lawsuits are considered routine to the conduct of its business. The result of any particular lawsuit cannot be predicted, because of the very nature of litigation, the litigation process and its adversarial nature, and the jury system. The Company will establish reserves for specific legal proceedings when it determines that the likelihood of an unfavorable outcome is probable and when the amount of loss is reasonably estimable. The Company does not expect that the liabilities, if any, that may ultimately result from such legal actions will have a material adverse effect on the consolidated financial position, results of operations or cash flows of the Company.

Environmental

As an owner of real estate, the Company is subject to various environmental laws of federal, state, and local governments. The Company's compliance with existing laws has not had a material adverse effect on its financial condition and results of operations, and the Company does not believe it will have a material adverse effect in the future. However, the Company cannot predict the impact of unforeseen environmental contingencies or new or changed laws or regulations on its current Properties or on properties that the Company may acquire.

Debt Guarantees and Equity Funding Commitments

As of March 31, 2026, the Company's unconsolidated real estate ventures had aggregate indebtedness of \$585.4 million. These loans are generally mortgage or construction loans, most of which are nonrecourse to the Company, except for customary recourse carve-outs. In addition, during construction undertaken by the unconsolidated real estate ventures, including the One Uptown Ventures, the Company has provided, and expects to continue to provide, cost overrun and completion guarantees, as well as customary environmental indemnities and guarantees of customary exceptions to nonrecourse provisions in loan agreements and in certain circumstance, joint venture agreements.

With respect to the One Uptown Ventures, the Company has provided completion guarantees and environmental indemnities in favor of its partner. In addition, the Company has provided completion guarantees, environmental indemnities and guarantees of exceptions to nonrecourse loan provisions in favor of the lenders for the One Uptown Ventures. Moreover, the Company has provided, in favor of the lenders, carry guarantees and limited payment guarantees up to 30% and 15% of the principal balance of the \$121.7 million (office) and \$85.0 million (multifamily) construction loans, respectively. The construction loans were originally scheduled to mature on July 29, 2026. On May 1, 2026, both One Uptown Ventures entered into extension options for their loans with the existing lender. The maturity of the One Uptown - Multi-family loan was extended until July 29, 2027 and the maturity of the One Uptown Office loan was extended until July 29, 2028. The One Uptown - Multi-family loan principal was reduced to \$76.5 million resulting in a limited payment guaranty of 17% of the principle balance. The One Uptown Office loan principal was reduced to \$108.9 million resulting in a limited payment guaranty of 34% of the principal balance.

The Company has agreed, pursuant to the leasehold mortgage loan to the New MAP Venture, to fund up to an additional \$12.0 million for tenant and capital improvements pursuant to leases that the Company proposes, in its discretion, to enter into at the properties owned (through leasehold interests) by the New MAP Venture, which amounts, when funded, will accrue interest at 8.0% per annum. As of March 31, 2026, the Company has not funded any additional capital pursuant to the leasehold mortgage loan.

Impact of Natural Disasters and Casualty

The Company carries liability insurance to mitigate its exposure to certain losses, including those relating to property damage. The Company records the estimated amount of expected insurance proceeds for property damage and other losses incurred as an asset (typically a receivable from the insurer) and income up to the amount of the losses incurred when receipt of insurance proceeds is deemed probable. Any amount of insurance recovery in excess of the amount of the losses is considered a gain contingency and is not recorded until the proceeds are received.

Other Commitments or Contingencies

In connection with the Schuylkill Yards Project, the Company entered into a neighborhood engagement program and, as of March 31, 2026, had \$4.2 million of future fixed contractual obligations. The Company also committed to fund additional contributions under the program. As of March 31, 2026, the Company estimated that these additional contributions, which are not fixed under the terms of agreement, will be \$2.0 million.

The Company has committed to contribute \$15.0 million to a venture capital fund that invests in early-stage life science companies. As of March 31, 2026, the Company had funded \$5.9 million of the foregoing commitment.

The Company invests in its properties and regularly incurs capital expenditures in the ordinary course of business to maintain the properties. The Company believes that such expenditures enhance its competitiveness. The Company also enters into construction, utility and service contracts in the ordinary course of business which may extend beyond one year. These contracts typically provide for cancellation with insignificant or no cancellation penalties.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The Private Securities Litigation Reform Act of 1995 (the “1995 Act”) provides a “safe harbor” for forward-looking statements. This Form 10-Q and other materials filed by us with the SEC (as well as information included in oral or other written statements made by us) contain statements that are forward-looking, including statements relating to business and real estate development/redevelopment activities, acquisitions, dispositions, future capital expenditures, financing sources, governmental regulation (including environmental regulation) and competition. We intend such forward-looking statements to be covered by the safe-harbor provisions of the 1995 Act. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “will,” “should” and similar expressions, as they relate to us, are intended to identify forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are based on reasonable assumptions, we can give no assurance that our expectations will be achieved. As forward-looking statements, these statements involve important risks, uncertainties and other factors that could cause actual results to differ materially from the expected results and, accordingly, such results may differ from those expressed in any forward-looking statements made by us or on our behalf. Factors that might cause actual results to differ materially from our expectations, including any impacts from the imposition of tariffs, changes to the U.S. trade policy and any impacts of the U.S. government shutdown, are set forth in the “*Risk Factors*” section of our Annual Report on Form 10-K for the year ended December 31, 2025. Accordingly, we caution readers not to place undue reliance on forward-looking statements. We assume no obligation to update or supplement forward-looking statements as a result of subsequent events, new information, changed circumstances or otherwise, except as required by law.

The discussion that follows is based primarily on our consolidated financial statements as of March 31, 2026 and December 31, 2025 and for the three months ended March 31, 2026 and 2025 and should be read along with the consolidated financial statements and related notes appearing elsewhere in this report. The ability to compare one period to another may be significantly affected by acquisitions completed, development/redevelopment properties placed in service and dispositions made during those periods.

OVERVIEW

During the three months ended March 31, 2026, we owned and managed properties within four segments: (1) Philadelphia CBD, (2) Pennsylvania Suburbs, (3) Austin, Texas, and (4) Other. The Philadelphia CBD segment includes properties located in the City of Philadelphia, Pennsylvania. The Pennsylvania Suburbs segment includes properties in Chester, Delaware and Montgomery counties in the Philadelphia suburbs. The Austin, Texas segment includes properties in the City of Austin, Texas. The Other segment includes properties located in Northern Virginia, Washington, D.C., Southern Maryland, Camden County, New Jersey and New Castle County, Delaware. In addition to the four segments, our corporate group is responsible for cash and investment management, development/redevelopment of certain real estate properties during the construction period, and certain other general support functions.

Our financial condition and operating performance are dependent upon the demand for office, residential, life science, parking and retail space in our markets, our leasing results, our acquisition, disposition and development/redevelopment activity, our financing activity, our cash requirements and economic and market conditions, including prevailing interest rates.

We generate cash and revenue from leases of space at our Properties and, to a lesser extent, from the management and development/redevelopment of properties owned by third parties (primarily unconsolidated real estate ventures) and from investments in the unconsolidated real estate ventures. Factors that we evaluate when leasing space include rental rates, costs of tenant improvements, tenant creditworthiness, current and expected operating costs, the length of the lease term, vacancy levels and demand for space. We also generate cash through sales of assets, including assets that we do not view as core to our business plan, either because of location or expected growth potential, and assets that are commanding premium prices from third-party investors.

Overall macroeconomic conditions, including but not limited to inflation, higher interest rates and changes in work patterns, including remote working arrangements, that have contributed to negative lease absorption within our office markets, have had a dampening effect on the fundamentals of our business, as reflected in, among other metrics, our period to period changes in our borrowing costs, occupancy levels and rental rates, as well as downward pressures on asset valuations. These adverse conditions could continue to impact our net income, cash flows and liquidity and could have a material adverse effect on our financial condition and results of operations.

Notwithstanding the challenging macroeconomic conditions, which have contributed to recent difficulties in asset dispositions at acceptable prices, leasing of vacant space at attractive rents and sourcing of capital for development projects at acceptable costs, as well as to impairments of assets, we believe that our portfolio of Properties and investments, and liquidity profile, will allow us to maintain stable operating performance. In our ongoing assessment of our Properties, we consider both their quantitative and qualitative attributes, including in relation to other properties within a given submarket or adjacent submarkets that compete with our portfolio for tenants. The attributes that we consider in our assessment include the age and condition of the property, average asking rental rates, access to mass transit and highways, floorplate efficiencies, amenities within, and nearby, the property and availability of parking as well as market demographics that bear on demand for space at our properties. We also believe that our portfolio and liquidity profile will enable us to raise capital, as necessary, in various forms and from

different sources, including through secured or unsecured loans from banks, pension funds and life insurance companies. However, there can be no assurance that we will be able to borrow funds on terms that are economically attractive or at all.

We continue to seek revenue growth throughout our portfolio by increasing occupancy and rental rates. Occupancy at our Core Properties at March 31, 2026 was 88.3% compared to 86.6% at March 31, 2025.

The table below summarizes selected operating and leasing statistics of our Core Properties for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
Leasing Activity		
Core Properties (1):		
Total net rentable square feet owned	11,392,096	11,930,549
Occupancy percentage (end of period)	88.3 %	86.6 %
Average occupancy percentage	88.8 %	87.0 %
Total Portfolio(2):		
Tenant retention rate (3)	44.6 %	55.4 %
New leases and expansions commenced (square feet)	160,103	94,934
Leases renewed (square feet)	76,628	231,725
Net (negative) absorption (square feet)	(38,479)	(146,458)
Percentage change in rental rates per square foot (4):		
New and expansion rental rates	(0.9)%	6.8 %
Renewal rental rates	5.0 %	9.3 %
Combined rental rates	4.1 %	8.9 %
Weighted average lease term for leases commenced (years)	8.3	4.4
Average annual rent (per square foot) (7) (8)	\$ 43.35	\$ 36.68
Capital Costs Committed (5) (6) (7):		
Leasing commissions (per square foot)	\$ 4.18	\$ 3.83
Tenant improvements (per square foot)	\$ 3.45	\$ 11.08
Total capital per square foot per lease year	\$ 2.23	\$ 3.78
Average annualized capital as % of average annual rent (7) (8)	6.4 %	12.2 %

- (1) Includes all wholly-owned operating properties. Does not include Properties under development/redevelopment, recently completed not-stabilized properties, or properties held for sale.
- (2) Includes leasing at recently completed not-stabilized property. The statistics presented for periods ended prior to the three-month period ended March 31, 2026 have not been adjusted for properties sold subsequent to the periods presented.
- (3) Calculated as a percentage of total net rentable square feet.
- (4) Includes base rent plus reimbursement for operating expenses and real estate taxes.
- (5) Calculated on a weighted average basis.
- (6) The decrease in capital costs committed for the three months ended March 31, 2026 is primarily due to leases having lower average lease terms and a lower percentage of new leases compared to renewals.
- (7) For comparison purposes, we exclude new leases of space when the previous lease of such space ended more than 12 months prior to the signing date for the new leases.
- (8) Average annual rent represents total initial contractual rent under the applicable leases (as impacted by free rent) plus contractual fixed rent increases due under the applicable leases averaged over the total terms (without regard to extension options) of the applicable leases.

Our actual leasing capital costs as a percentage of rents are largely a function of the composition of our leases to new tenants or renewals with existing tenants, in addition to size and timing of occupancy. We generally experience lower leasing costs in connection with the renewal of leases with existing tenants compared to leases with new tenants. Our properties compete for tenants with similar properties primarily on the basis of location, total occupancy costs (including base rent and operating expenses), services and amenities, and the design and condition of the properties. As leases at our properties expire, we face competition to renew or re-let space in light of the competing properties within the applicable markets. As a result, and as part of customary lease negotiations, we are often required to provide rent concessions or abatements, incur charges for tenant improvements and other inducements, including early termination rights or potential below market renewal options, all of which impact, in varying degrees, annualized rents.

The table below summarizes occupancy statistics of our Core Properties by segment for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	% Occupied	% Occupied
	2026	2025
Philadelphia CBD	94.2 %	93.2 %
Pennsylvania Suburbs	88.2 %	87.9 %
Austin, Texas	70.5 %	74.5 %
Other	91.6 %	80.4 %
Total - Core Properties	88.3 %	86.6 %

The table below summarizes the occupancy statistics of our Properties, broken down by property types for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,		Three Months Ended March 31,	
	% Net Operating Income (4)	% Net Operating Income (4)	% Occupied	% Occupied
	2026	2025	2026	2025
Office	89.1 %	91.6 %	88.0 %	88.3 %
Life Science (1)	6.2 %	5.7 %	84.2 %	81.3 %
Residential (2)	4.7 %	2.7 %	82.2 %	82.9 %
Total (3)	100.0 %	100.0 %	87.6 %	87.8 %

- (1) Represents Philadelphia portfolio assets located at 3000 Market Street and 3025 Market Street in Philadelphia, Pennsylvania, dedicated life science floors at Cira Centre in Philadelphia, Pennsylvania and 250 King of Prussia Road in Radnor, Pennsylvania.
- (2) Represents our residential operation at 2929 Walnut Street and 3025 JFK in Philadelphia, Pennsylvania.
- (3) Does not include Properties under development/redevelopment.
- (4) See Note 14, "Segment Information," to our consolidated financial statements for the definition of Net Operating Income.

In seeking to increase revenue through our operating, financing and investment activities, we also seek to minimize operating risks, including (i) tenant rollover risk, (ii) tenant credit risk and (iii) development risk.

Tenant Rollover Risk

We are subject to the risk that tenant leases, upon expiration, will not be renewed, that space may not be relet, or that the terms of renewal or reletting (including the cost of renovations) may be less favorable to us than the current lease terms. Leases that accounted for approximately 3.2% of our aggregate final annualized base rents as of March 31, 2026 (representing approximately 3.3% of the net rentable square feet of the properties) are scheduled to expire without penalty during the remainder of 2026. We maintain an active dialogue with our tenants in an effort to maximize lease renewals. If we are unable to renew leases or relet space under expiring leases, at anticipated rental rates, or if our tenants terminate their leases early, our cash flow would be adversely impacted.

Tenant Credit Risk

In the event of a tenant default, we may experience delays in enforcing our rights as a landlord and may incur substantial costs in protecting our investment. Our management evaluates our accrued rent receivable reserve policy in light of our tenant base and general and local economic conditions. Our accrued rent receivable allowance was \$0.4 million, or 0.2%, of our accrued rent receivable balance as of March 31, 2026, compared to \$0.4 million, or 0.2%, of our accrued rent receivable balance as of December 31, 2025.

If economic conditions deteriorate, including as a result of inflation and high interest rates, we may experience increases in past due accounts, defaults, lower occupancy and reduced effective rents. These conditions would negatively affect our future net income and cash flows and could have a material adverse effect on our financial condition.

Development and Redevelopment Risk

Development and Redevelopment projects are subject to a variety of risks, including construction delays, construction cost overruns, building moratoriums, inability to obtain financing on favorable terms, inability to lease space at projected rates, inability to enter into construction, development, redevelopment and other agreements on favorable terms, and unexpected environmental and other hazards.

As of March 31, 2026, the following projects are in active development (dollars, in thousands):

Property/Portfolio Name	Location	Substantial Completion Date	Activity Type	Approximate Room Count or Square Footage	Estimated Costs	Amount Funded	Debt Financing
165 King of Prussia Road	Radnor, PA	Q2 2026	Development	121 Rooms	\$59,500	\$40,724	\$ —
3151 Market Street	Philadelphia, PA	Q4 2024	Development	441,000	\$317,000	\$221,420 (a)	\$ 80,500

(a) In December 2025, we closed on a \$50.5 million Commercial Property Assessed Clean Energy (“C-PACE”) financing for the development project at 3151 Market Street, which includes \$30.0 million in future funding for new leasing.

In addition to the property listed above, we have classified one office building in Wilmington, Delaware as redevelopment, but we have yet to incur material development costs on the project.

As of March 31, 2026, the following unconsolidated real estate venture development project remains in development (dollars, in thousands):

Property/Portfolio Name (% of BDN Ownership)	Location	Substantial Completion Date	Approximate Square Footage	Estimated Costs (a)	Amount Funded	Construction Loan Financing	Our Share Remaining to be Funded	Partner's Share Remaining to be Funded
One Uptown - Office (67%)	Austin, TX	Q1 2024	362,679	\$ 206,400	\$ 161,552	\$ 121,650 (b)	\$ 19,547	\$ —

(a) Estimated costs include base building costs plus projected tenant fit out costs for remaining vacancies.

(b) On May 1, 2026, the One Uptown Office Venture entered into the extension option for its loan with the existing lender. The maturity of the One Uptown Office loan was extended until July 29, 2028, and the total loan capacity was reduced from \$121.7 million to \$108.9 million.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Management’s Discussion and Analysis of Financial Condition and Results of Operations discusses our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for the reporting periods. Certain accounting policies are considered to be critical accounting policies, as they require management to make assumptions about matters that are highly uncertain at the time the estimate is made and changes in the accounting estimate are reasonably likely to occur from period to period. Management bases its estimates and assumptions on historical experience and current economic conditions.

Our Annual Report on Form 10-K for the year ended December 31, 2025 contains a discussion of our critical accounting policies. There have been no significant changes in our critical accounting policies since December 31, 2025.

RESULTS OF OPERATIONS

The following discussion is based on our consolidated financial statements for the three months ended March 31, 2026 and 2025. We believe that presentation of our consolidated financial information, without a breakdown by segment, will effectively present important information useful to our investors.

NOI as presented in the comparative analysis below is a non-GAAP financial measure defined as total revenue less property operating expenses, real estate taxes and third party management expenses. Property operating expenses that are included in determining NOI consist of costs that are necessary and allocable to our operating properties such as utilities, property-level salaries, repairs and maintenance, property insurance, and management fees. General and administrative expenses that are not reflected in NOI primarily consist of corporate-level salaries, amortization of share awards and professional fees that are incurred as part of corporate office management. NOI is a non-GAAP financial measure that we use internally to evaluate the operating performance of our real estate assets by segment, as presented in Note 14, “Segment Information,” to our Consolidated Financial Statements, and of our business as a whole. We believe NOI provides useful information to investors regarding our financial condition and results of operations because it reflects only those income and expense items that are incurred at the property level. While NOI is a relevant and widely used measure of operating performance of real estate investment trusts, it does not represent cash flow from operations or net income as defined by GAAP and should not be considered as an alternative to those measures in evaluating our liquidity or operating performance. NOI does not reflect interest expenses, real estate impairment, depreciation and amortization costs, capital expenditures and leasing costs. We believe that net income (loss), as defined by GAAP, is the most appropriate earnings measure. See Note 14, “Segment Information,” to our consolidated financial statements for a reconciliation of NOI to our consolidated net income (loss) as defined by GAAP.

Comparison of the Three Months Ended March 31, 2026 and March 31, 2025

The following comparison of the three months ended March 31, 2026 to the three months ended March 31, 2025 makes reference to the effect of the following:

- (a) “Same Store Property Portfolio,” which represents 59 properties containing an aggregate of approximately 11.2 million net rentable square feet that we owned and consolidated for the three-month periods ended March 31, 2026 and 2025. The Same Store Property Portfolio includes properties acquired or placed in service on or prior to January 1, 2025 and owned and consolidated through March 31, 2026, excluding properties classified as held for sale;
- (b) “Total Portfolio,” which represents all properties owned and consolidated by us during the three months ended March 31, 2026 and 2025;
- (c) “Recently Completed/Acquired Properties,” which represents two properties (250 King of Prussia Road and 3025 JFK - office) placed into service or acquired on or subsequent to January 1, 2025;
- (d) “Development/Redevelopment Properties,” which represents three properties (300 Delaware Avenue, 165 King of Prussia Road and 3151 Market Street) currently in development/redevelopment. A property is excluded from our Same Store Property Portfolio and moved into Development/Redevelopment Properties in the period that we determine to proceed with development/redevelopment for a future development strategy; and
- (e) “Q1 2025 through Q1 2026 Dispositions,” which represents properties disposed of from January 1, 2025 through March 31, 2026.

Comparison of the three months ended March 31, 2026 to the three months ended March 31, 2025

(dollars and square feet in millions except per share amounts)	Same Store Property Portfolio				Recently Completed/Acquired Properties		Development/Redevelopment Properties		Other (Eliminations) (a)		Total Portfolio			
	2026	2025	\$ Change	% Change	2026	2025	2026	2025	2026	2025	2026	2025	\$ Change	% Change
Revenue:														
Rents	\$ 108.2	\$ 105.3	\$ 2.9	2.8 %	\$ 6.0	\$ 2.3	\$ 0.9	\$ 1.0	\$ 5.6	\$ 5.8	\$ 120.7	\$ 114.4	\$ 6.3	5.5 %
Third party management fees, labor reimbursement and leasing	—	—	—	— %	—	—	—	—	4.7	5.8	4.7	5.8	(1.1)	(19.0)%
Other	0.2	0.2	—	— %	—	—	—	—	1.4	1.1	1.6	1.3	0.3	23.1 %
Total revenue	108.4	105.5	2.9	2.7 %	6.0	2.3	0.9	1.0	11.7	12.7	127.0	121.5	5.5	4.5 %
Property operating expenses	31.0	28.5	2.5	8.8 %	1.4	0.6	1.1	0.6	5.1	3.8	38.6	33.5	5.1	15.2 %
Real estate taxes	10.4	10.1	0.3	3.0 %	0.2	0.1	0.3	0.2	0.4	1.0	11.3	11.4	(0.1)	(0.9)%
Third party management expenses	—	—	—	— %	—	—	—	—	2.2	2.6	2.2	2.6	(0.4)	(15.4)%
Net operating income	67.0	66.9	0.1	0.1 %	4.4	1.6	(0.5)	0.2	4.0	5.3	74.9	74.0	0.9	1.2 %
Depreciation and amortization	36.2	35.4	0.8	2.3 %	3.0	1.6	1.7	0.3	8.3	7.1	49.2	44.4	4.8	10.8 %
General & administrative expenses	—	—	—	— %	—	—	—	—	12.3	17.5	12.3	17.5	(5.2)	(29.7)%
Provision for impairment (c)	—	—	—	— %	—	—	—	—	11.9	—	11.9	—	11.9	— %
Net gain on disposition of real estate	—	—	—	— %	—	—	—	—	—	—	—	(3.1)	3.1	(100.0)%
Operating income (loss)	\$ 30.8	\$ 31.5	\$ (0.7)	(2.2)%	\$ 1.4	\$ —	\$ (2.2)	\$ (0.1)	\$ (28.5)	\$ (19.3)	\$ 1.5	\$ 15.2	\$ (13.7)	(90.1)%
Number of properties	59	59			2		3				64			
Square feet	11.2	11.2			0.4		0.7				12.3			
Same Store Occupancy % (b)														
Other Income (Expense):														
Interest and investment income											0.7	1.2	(0.5)	(41.7)%
Interest expense											(40.9)	(31.9)	(9.0)	28.2 %
Interest expense — Deferred financing costs											(1.4)	(1.2)	(0.2)	16.7 %
Equity in loss of unconsolidated real estate ventures											(8.7)	(10.5)	1.8	(17.1)%
Net gain on real estate venture transactions											—	0.1	(0.1)	(100.0)%
Net loss											\$ (48.8)	\$ (27.1)	\$ (21.7)	80.1 %
Net loss attributable to Common Shareholders of Brandywine Realty Trust											\$ (0.28)	\$ (0.16)	\$ (0.12)	75.0 %

- (a) Represents certain revenues and expenses at the corporate level as well as various intercompany costs that are eliminated in consolidation, third-party management fees, provisions for impairment, and changes in the accrued rent receivable allowance. Other/(Eliminations) also includes properties sold and properties classified as held for sale, the parking operations of predevelopment projects, the residential and retail components within University City in Philadelphia, Pennsylvania, the restaurant component of Cira Centre, the B.Labs incubator, remediation costs of insured events..
- (b) Pertains to Same Store Properties.
- (c) Held for use impairment charges are excluded from Same Store Property Portfolio operating income and presented in Other (Eliminations).

Rents

Rents increased primarily as a result of the following:

- \$6.4 million increase due to the consolidation of 3025 JFK Venture and 3151 Market Street Venture in the fourth quarter of 2025;
- \$0.9 million increase related to our Recently Completed/Acquired Properties, which are comprised of 155 King of Prussia Road, Radnor, PA and 250 King of Prussia Road, Radnor, PA; and
- Partially offset by \$2.2 million decrease due to the sale of Four Barton Skyway, Austin, TX in the second quarter of 2025 and the sale of Quarry Lake II, Austin, TX in the third quarter of 2025.

General & administrative expenses

General & administrative expenses decreased due to lower stock compensation expenses recognized in the first quarter of 2026 compared to 2025.

Property Operating Expense

Property Operating Expense increased primarily as a result of the following:

- \$2.0 million increase due to the consolidation of 3025 JFK Venture and 3151 Market Street Venture in the fourth quarter of 2025;
- \$2.5 million increase due to higher utilities cost and operating cost in the first quarter of 2026 compared to 2025; and
- Partially offset by \$0.7 million decrease due to the sale of Four Barton Skyway, Austin, TX in the second quarter of 2025 and the sale of Quarry Lake II, Austin, TX in the third quarter of 2025.

Depreciation and Amortization

Depreciation and Amortization expense increased primarily due to the consolidation of 3025 JFK Venture and 3151 Market Street Venture in the fourth quarter of 2025 partially offset by a decrease due to the sale of Four Barton Skyway, Austin, TX in the second quarter of 2025 and the sale of Quarry Lake II, Austin, TX in the third quarter of 2025.

Provision for Impairment

During the first quarter of 2026, we recognized a provision for impairment of \$11.9 million on three properties, two of which are located in the Other segment and one of which is in the Pennsylvania Suburbs segment. There were no impairments recognized in the first quarter of 2025.

Interest Expense

Interest expense increased by approximately \$9.0 million for the quarter ended March 31, 2026 compared to 2025, as detailed below.

Component	Change in interest expense for the quarter ended March 31, 2026 compared to March 31, 2025 (in thousands)	
Increases to interest expense due to:		
An additional \$150 million aggregate principal amount of 8.875% Guaranteed Notes due 2029	\$	2,741
Issuance of \$300 million aggregate principal amount of our 6.125% Guaranteed Notes due 2031		4,594
\$50.5 million Commercial Property Assessed Clean Energy ("C-PACE")		1,087
\$178 million Construction Loan acquired through 3025 JFK consolidation		3,235
Decrease in capitalized interest on 3151 Market Street Venture		2,807
Total increases to interest expense		14,464
Decreases to interest expense due to:		
Repayment of \$50 million Construction Loan due 2026		(637)
Repayment of the \$245 million Secured Term Loan due 2028		(3,598)
Repayment of the \$70 million One-Year Term Loan due 2025		(728)
Other interest expense		(457)
Total decreases to interest expense		(5,420)
Total change in interest expense	\$	9,044

LIQUIDITY AND CAPITAL RESOURCES

General

Our principal liquidity funding needs for the next twelve months are as follows:

- normal recurring expenses;
- capital expenditures, including capital and tenant improvements and leasing costs;
- debt service and principal repayment obligations;
- current development and redevelopment costs;
- commitments to unconsolidated real estate ventures and investment vehicles;
- distributions to shareholders to maintain our REIT status;
- possible acquisitions of properties, either directly or indirectly through the acquisition of equity interest therein; and
- possible common share repurchases.

We expect to satisfy these needs using one or more of the following:

- cash flows from operations;
- distributions of cash from our unconsolidated real estate ventures;
- cash and cash equivalent balances;
- availability under our Unsecured Credit Facility;
- secured construction loans and long-term unsecured indebtedness;
- sales of real estate or contributions of interests in real estate to joint ventures; and
- issuances of Parent Company equity securities and/or units of the Operating Partnership.

As of March 31, 2026, the Parent Company owned a 99.7% interest in the Operating Partnership. The remaining interest of approximately 0.3% pertains to common limited partnership interests owned by non-affiliated investors who contributed property to the Operating Partnership in exchange for their interests. As the sole general partner of the Operating Partnership, the Parent Company has full and complete responsibility for the Operating Partnership's day-to-day operations and management. The Parent Company's source of funding for its dividend payments and other obligations is the distributions it receives from the Operating Partnership.

As summarized above, we believe that our liquidity needs will be satisfied through available cash balances and cash flows from operations, financing activities and real estate sales. Rental revenue and other income from operations are our principal sources of cash to pay operating expenses, debt service, recurring capital expenditures and the minimum distributions required to maintain our REIT qualification. We seek to increase cash flows from our properties by maintaining quality standards for our properties that promote high occupancy rates and permit increases in rental rates while reducing tenant turnover and controlling operating expenses. Our revenue also includes third-party fees generated by our property management, leasing, development/redevelopment and construction businesses. We believe that our revenue, together with proceeds from property sales and debt financings, will continue to provide funds for our short-term liquidity needs. However, material changes in our operating or financing activities may adversely affect our net cash flows. With uncertain economic conditions, vacancy rates may increase, effective rental rates on new and renewed leases may decrease and tenant installation costs, including concessions, may increase in most or all of our markets during the remainder of 2026 and possibly beyond. As a result, our revenues and cash flows could be insufficient to cover operating expenses, including increased tenant installation costs, pay debt service or make distributions to shareholders over the short-term. If this situation were to occur, we expect that we would finance cash deficits through borrowings under our Unsecured Credit Facility and other sources of debt and equity financings. In addition, a material adverse change in cash provided by operations could adversely affect our compliance with financial performance covenants under our Unsecured Credit Facility, including unsecured term loans and unsecured notes.

Our outstanding 7.55% Guaranteed Notes due 2028 (the "2028 Notes") include an interest rate adjustment provision whereby the interest rate payable on the 2028 Notes is subject to a 25 basis point adjustment if either Moody's Investors Services Inc, and its successors ("Moody's"), or S&P Global Ratings, and its successors ("S&P") downgrades (or subsequently upgrades) its rating assigned to the 2028 Notes. During the third quarter of 2023, Moody's downgraded our senior unsecured credit rating from Baa3 to Ba1. As a result of the downgrade, the interest rate on the 2028 Notes increased 25 basis points to 7.80% in September 2023. In January 2024, S&P downgraded our senior unsecured credit rating from BBB- to BB+. As a result of the downgrade, the interest rate on the 2028 Notes increased 25 basis points to 8.05% in March 2024. During the second quarter of 2024, Moody's downgraded our senior unsecured credit rating from Ba1 to Ba2. As a result of the downgrade, the interest rate on the 2028 Notes increased 25 basis points to 8.30% in April 2024 due to the coupon adjustment provisions within the 2028 Notes. During the first quarter of 2026, S&P downgraded the Company senior unsecured credit rating from BB+ to BB-. As a result of the downgrade, the interest rate on the 2028 Notes increased 50 basis points to 8.80%, effective September 2026.

On September 26, 2025, the Company and the Operating Partnership amended its Unsecured Credit Facility to, among other things, amend the restricted payments covenant to permit the Operating Partnership to pay dividends and make distributions

attributable to any period of four consecutive fiscal quarters that ends (i) on any date that occurs after June 30, 2025 and on or prior to March 31, 2026, in an amount not to exceed, in the aggregate, the greater of (a) 100% of FFO attributable to such period or (b) the minimum amount necessary for the Company to maintain its REIT status and (ii) on April 1, 2026 or any date that occurs thereafter, in amount not to exceed, in the aggregate, the greater of (a) 95% of FFO attributable to such period or (ii) the minimum amount necessary for the Company to maintain its REIT status.

As of March 31, 2026 we were in compliance with all of our debt covenants and requirement obligations.

Our ability to incur additional debt is dependent upon a number of factors, including our credit ratings, the value of our unencumbered assets, our degree of leverage and borrowing restrictions imposed by our lenders. If one or more rating agencies were to downgrade our unsecured credit rating, our access to the unsecured debt market would be more limited and the interest rate under our Unsecured Credit Facility and unsecured term loan would increase.

As of the date of this Form 10-Q, our senior unsecured credit ratings and outlook were as follows:

	Moody's	S&P
Long-term debt	Ba2	BB-
Outlook	Stable	Negative

If our credit ratings are lowered further, our ability to access the public debt markets, our costs of funds, and other terms for new debt issuances could be adversely impacted. Each of the credit ratings agencies reviews its ratings periodically and there is no guarantee our current credit ratings will remain the same.

The Parent Company unconditionally guarantees the Operating Partnership's unsecured debt obligations, which, as of March 31, 2026, amounted to \$2,393.6 million. The Operating Partnership's secured debt obligations as of March 31, 2026, amounted to \$235.3 million.

Capital Markets

The Parent Company issues equity from time to time, the proceeds of which it contributes to the Operating Partnership in exchange for additional interests in the Operating Partnership, and guarantees debt obligations of the Operating Partnership. The Parent Company's ability to sell common shares and preferred shares is dependent on, among other things, general market conditions for REITs, market perceptions about the Company as a whole and the current trading price of the Parent Company's shares. The Parent Company maintains a shelf registration statement that covers the offering and sale of common shares, preferred shares, depositary shares, warrants and unsecured debt securities. Subject to our ongoing compliance with securities laws, and if warranted by market conditions, we may offer and sell equity and debt securities from time to time under the shelf registration statement or in transactions exempt from registration.

See Note 11, "Beneficiaries' Equity of the Parent Company," to our consolidated financial statements for further information related to our share repurchase program. We expect to fund any additional share repurchases with a combination of available cash balances and availability under our Unsecured Credit Facility. The timing and amounts of any repurchases will depend on a variety of factors, including market conditions, regulatory requirements, share prices, capital availability and other factors as determined by our management team. The repurchase program does not require the purchase of any minimum number of shares and may be suspended or discontinued at any time without notice.

Liquidity

As of March 31, 2026, we had \$36.2 million of cash and cash equivalents and \$535 million of available borrowings under our Unsecured Credit Facility, net of \$46.5 million in letters of credit outstanding. Based on the foregoing, as well as cash flows from operations net of dividend requirements, we believe we have sufficient capital to fund our remaining capital requirements on existing development and redevelopment projects and pursue additional attractive investment opportunities. We expect that our primary uses of capital during the remainder of 2026 will be to fund our current development and redevelopment projects.

Cash Flows

The following discussion of our cash flows is based on the consolidated statement of cash flows and is not meant to be a comprehensive discussion of the changes in our cash flows for the periods presented.

As of March 31, 2026 and December 31, 2025, we maintained cash and cash equivalents and restricted cash of \$66.3 million and \$62.3 million, respectively. We report and analyze our cash flows based on operating activities, investing activities, and financing activities. The following table summarizes changes in our cash flows (in thousands):

Activity	Three Months Ended March 31,		
	2026	2025	Variance
Operating	\$ 10,208	\$ 6,315	\$ 3,893
Investing	(54,201)	(44,628)	(9,573)
Financing	47,987	(26,391)	74,378
Net cash flows	\$ 3,994	\$ (64,704)	\$ 68,698

Our principal source of cash flows is from the leasing of space at our Properties. Our Properties provide a relatively consistent stream of cash flows that provides us with the resources to fund operating expenses, debt service and quarterly dividends.

Cash is used in investing activities to fund acquisitions, development, or redevelopment projects and recurring and nonrecurring capital expenditures. We selectively invest in new projects that we expect will enable us to take advantage of our development/redevelopment, leasing, financing, and property management skills and invest in existing buildings that meet our investment criteria for additional capital. During the three months ended March 31, 2026, when compared to the three months ended March 31, 2025, the change in investing cash flows was due to the following activities (in thousands):

	(Increase) Decrease
Capital expenditures and capitalized interest	11
Capital improvements/acquisition deposits/leasing costs	(1,293)
Unconsolidated real estate venture investments	(8,249)
Capital distributions from unconsolidated real estate ventures	(42)
Increase in net cash used in investing activities	\$ (9,573)

We generally fund our investment activity through the sale of real estate, property-level financing, unsecured and secured credit facilities, senior unsecured notes, and construction loans. From time to time, we may issue common or preferred shares of beneficial interest, or the Operating Partnership may issue common or preferred units of limited partnership interest. During the three months ended March 31, 2026, when compared to the three months ended March 31, 2025, the change in financing cash flows was due to the following activities (in thousands):

	(Increase) Decrease
Proceeds from debt obligations	\$ (6,639)
Repayments of debt obligations	71,000
Repurchase and retirement of common shares	(2,163)
Dividends and distributions paid	12,101
Debt financing costs paid	(250)
Other financing activities	329
Increase in net cash provided by financing activities	\$ 74,378

Capitalization

Indebtedness

The table below summarizes our secured and unsecured debt at March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
	(dollars in thousands)	
Balance: (a)		
Fixed rate (b) (c)	\$ 2,385,934	\$ 2,385,934
Variable rate (d)	243,014	178,014
Total	<u>\$ 2,628,948</u>	<u>\$ 2,563,948</u>
Percent of Total Debt:		
Fixed rate	90.8 %	93.1 %
Variable rate - unhedged	9.2 %	6.9 %
Total	<u>100.0 %</u>	<u>100.0 %</u>
Weighted-average interest rate at period end:		
Fixed rate	6.3 %	6.3 %
Variable rate - unhedged	6.2 %	6.6 %
Total	6.3 %	6.3 %
Weighted-average maturity in years:		
Fixed rate	3.6	3.8
Variable rate - unhedged	0.6	0.6
Total	3.3	3.6

(a) Consists of unpaid principal and does not reflect premium/discount or deferred financing costs.

(b) On November 23, 2022, the \$250.0 million unsecured term loan was swapped to a fixed rate. At March 31, 2026, the fixed rate for this instrument was 5.41% and matures on June 30, 2027. The effective date of the swap was January 31, 2023.

(c) On January 16, 2024, the Trust Preferred I Indenture IA was swapped to a fixed rate at 5.14% for the period from March 30, 2024 to December 30, 2026 and Trust Preferred I Indenture IB and Trust Preferred II Indenture II were swapped to a fixed rate at 5.24% for the period from January 30, 2024 to January 30, 2027.

(d) The Company consolidated the \$178 million construction loan as a result of the recapitalization of 3025 JFK joint venture during the fourth quarter of 2025. The construction loan has a stated interest rate of SOFR + 3.6%. On July 22, 2025, the Company entered into an interest rate cap agreement of 3% on the loan. With the interest rate cap in-place, the maximum interest rate due is 6.60%.

Scheduled principal payments and related weighted average annual effective interest rates for our debt as of March 31, 2026, were as follows (dollars in thousands):

Period	Principal maturities	Weighted Average Interest Rate of Maturing Debt
2026 (nine months remaining)	\$ 178,014	6.6 %
2027	765,000	4.6 %
2028	350,000	8.5 %
2029	900,000	6.9 %
2030	—	6.9 %
Thereafter	435,934	6.1 %
Totals	<u>\$ 2,628,948</u>	<u>6.3 %</u>

Unsecured Debt

The Operating Partnership is the issuer of our unsecured notes which are fully and unconditionally guaranteed by the Parent Company. The indenture under which the Operating Partnership issued its unsecured notes contains financial covenants, including: (i) a leverage ratio not to exceed 60%; (ii) a secured debt leverage ratio not to exceed 40%; (iii) a debt service coverage ratio of greater than 1.5 to 1.0; and (iv) an unencumbered asset value of not less than 150% of unsecured debt. The Operating Partnership was in compliance with all covenants as of March 31, 2026.

The charter documents of the Parent Company and Operating Partnership do not limit the amount or form of indebtedness that the Operating Partnership may incur, and its policies on debt incurrence are solely within the discretion of the Parent

Company's Board of Trustees, subject to the financial covenants in the credit agreement for our Unsecured Credit Facility, the indenture for our unsecured notes and in our other credit agreements.

Equity

In order to maintain its qualification as a REIT, the Parent Company is required to, among other things, pay dividends to its shareholders of at least 90% of its REIT taxable income. See Note 11, "Beneficiaries' Equity of the Parent Company," to our consolidated financial statements for further information related to our dividends declared for the first quarter of 2026.

Inflation and Lease Pass-Through Provisions

Substantially all our leases are structured as base year or triple net leases which provide for reimbursement billings for operating expense pass-through charges, real estate tax and insurance reimbursements on a per square-foot basis, or in some cases, annual reimbursement of operating expenses above certain per square-foot allowances. In addition, as of March 31, 2026, approximately 97% of our leases (as a percentage of the aggregate net rentable square feet of our wholly-owned portfolio) contained annual rent escalations that are either fixed (generally ranging from 2.0% to 3.0% per lease year) or indexed based on a consumer price index or other indices. We believe such lease provisions mitigate adverse impacts of inflation on our earnings from real estate operations. However, recent inflation and higher interest rates have caused an increase in our borrowing costs, including on our variable rate debt, and on our operating expenses that are not subject to the lease pass-through provisions.

We have experienced increased inflation, resulting in our Same Store Property Portfolio operating margins decreasing to 61.8% for the three months ended March 31, 2026 from 63.2% for the three months ended March 31, 2025, respectively. The expense reimbursement provisions in our leases resulted in Same Store Property Portfolio operating expense recovery rates of 54.0% and 53.9% for the three months ended March 31, 2026 and 2025, respectively.

Other Contractual Obligations

We provide customary guarantees for certain development projects of our unconsolidated real estate ventures. See Note 15, "Commitments and Contingencies," to our Consolidated Financial Statement for further details on payment guarantees provided on behalf of our real estate ventures and refer to our Annual Report on Form 10-K for the year ended December 31, 2025 for a discussion of our contractual obligations.

Funds from Operations ("FFO")

Pursuant to the revised definition of FFO adopted by the Board of Governors of the National Association of Real Estate Investment Trusts ("NAREIT"), we calculate FFO by adjusting net income (loss) attributable to common unit holders (computed in accordance with GAAP) for gains (or losses) from sales of properties, impairment losses on depreciable consolidated real estate, impairment losses on investments in unconsolidated real estate ventures driven by a measurable decrease in the fair value of depreciable real estate held by the unconsolidated real estate ventures, real estate related depreciation and amortization, and after similar adjustments for unconsolidated real estate ventures. Our calculation of FFO includes gains from sale of undepreciated real estate and other assets, considered incidental to our main business, to third parties or unconsolidated real estate ventures. FFO is a non-GAAP financial measure. We believe that the use of FFO combined with the required GAAP presentations, has been beneficial in improving the understanding of operating results of REITs among the investing public and making comparisons of REITs' operating results more meaningful. We consider FFO to be a useful measure for reviewing comparative operating and financial performance because, by excluding property impairments, gains or losses related to sales of previously depreciated operating real estate assets and real estate depreciation and amortization, FFO can help the investing public compare the operating performance of a company's real estate between periods or as compared to other companies. Our computation of FFO may not be comparable to FFO reported by other REITs or real estate companies that do not define the term in accordance with the current NAREIT definition or that interpret the current NAREIT definition differently.

We consider net income, as defined by GAAP, to be the most comparable earnings measure to FFO. While FFO and FFO per unit are relevant and widely used measures of operating performance of REITs, FFO does not represent cash flow from operations or net income as defined by GAAP and should not be considered as alternatives to those measures in evaluating our liquidity or operating performance. We believe that to further understand our performance, FFO should be compared with our reported net income/(loss) attributable to common unit holders and considered in addition to cash flows in accordance with GAAP, as presented in our consolidated financial statements.

The following table presents a reconciliation of net loss attributable to common unitholders to FFO for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
	(amounts in thousands, except share information)	
Net loss attributable to common unitholders	\$ (49,055)	\$ (27,485)
Add (deduct):		
Amount allocated to unvested restricted unitholders	318	429
Net loss on real estate venture transactions	243	106
Net gain on disposition of real estate	—	(3,059)
Provision for impairment	11,909	—
Depreciation and amortization:		
Real property	42,654	38,729
Leasing costs including acquired intangibles	5,704	4,815
Company's share of unconsolidated real estate ventures	8,733	11,436
Partners' share of consolidated real estate ventures	(97)	(3)
Funds from operations	\$ 20,409	\$ 24,968
Funds from operations allocable to unvested restricted shareholders	(386)	(305)
Funds from operations available to common share and unit holders (FFO)	\$ 20,023	\$ 24,663
Weighted-average shares/units outstanding — basic (a)	174,272,331	173,431,077
Weighted-average shares/units outstanding — fully diluted (a)	180,721,719	178,473,873

(a) Includes common shares and partnership units outstanding through the three months ended March 31, 2026 and 2025, respectively.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the exposure to loss resulting from changes in interest rates, commodity prices and equity prices. In pursuing our business plan, the primary market risk to which we are exposed is interest rate risk. Changes in the general level of interest rates prevailing in the financial markets may affect the spread between our yield on invested assets and cost of funds and, in turn, our ability to make distributions or payments to our shareholders. While we have not experienced any significant credit losses, in the event of a significant rising interest rate environment and/or continued economic slowdown, defaults could increase and result in losses to us which would adversely affect our operating results and liquidity.

Interest Rate Risk and Sensitivity Analysis

The analysis below presents the sensitivity of the market value of the Operating Partnership's financial instruments to selected changes in market rates. The range of changes chosen reflects its view of changes which are reasonably possible over a one-year period. Market values are the present value of projected future cash flows based on the market rates chosen.

Our financial instruments consist of both fixed and variable rate debt. As of March 31, 2026, our consolidated debt consisted of (i) unsecured notes with an outstanding principal balance of \$2,000.0 million, all of which are fixed rate borrowings, (ii) variable rate debt consisting of trust preferred securities that have been swapped to fixed rates with an outstanding principal balance of \$78.6 million, (iii) a \$600.0 million revolving credit facility with an outstanding balance of \$65.0 million, (iv) a secured C-PACE loan for the property at 3151 Market with an outstanding principal balance of \$57.3 million that has a fixed interest rate, (v) a construction loan for the property at 3025 JFK with an outstanding balance of \$178.0 million that has an interest rate cap and (vi) one unsecured term loan of \$250.0 million. The \$250.0 million unsecured term loan has been swapped to a fixed rate. All financial instruments were entered into for other than trading purposes and the net market value of these financial instruments is referred to as the net financial position. Changes in interest rates have different impacts on the fixed and variable rate portions of our debt portfolio. A change in interest rates on the fixed portion of the debt portfolio impacts the net financial instrument position, but has no impact on interest incurred or cash flows. A change in interest rates on the variable portion of the debt portfolio impacts the interest incurred and cash flows, but does not impact the net financial instrument position.

If market rates of interest increase by 100 basis points, the fair value of our outstanding secured fixed rate debt would increase by approximately \$6.6 million. If market rates of interest decrease by 100 basis points, the fair value of our outstanding secured fixed rate debt would decrease by approximately \$8.0 million.

As of March 31, 2026, based on prevailing interest rates and credit spreads, the fair value of our unsecured notes was \$1,911.8 million. For sensitivity purposes, a 100-basis point change in the third-party pricing equates to a change in the total fair value of our debt of approximately \$20.0 million at March 31, 2026.

From time to time or as the need arises, we use derivative instruments to manage interest rate risk exposures and not for speculative or trading purposes. The total outstanding principal balance of our variable rate debt was approximately \$571.6 million as of March 31, 2026. The total fair value of our variable rate debt was approximately \$560.5 million at March 31, 2026. For sensitivity purposes, if market rates of interest increase by 100 basis points the fair value of our variable rate debt would decrease by approximately \$8.6 million at March 31, 2026. If market rates of interest decrease by 100 basis points the fair value of our outstanding variable rate debt would increase by approximately \$9.1 million at March 31, 2026.

These amounts were determined solely by considering the impact of hypothetical interest rates on our financial instruments. Due to the uncertainty of specific actions we may undertake to minimize possible effects of market interest rate increases, this analysis assumes no changes in our financial structure.

Item 4. Controls and Procedures

Controls and Procedures (Parent Company)

- (a) *Evaluation of disclosure controls and procedures.* Under the supervision and with the participation of its management, including its principal executive officer and principal financial officer, the Parent Company conducted an evaluation of its disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act), as of the end of the period covered by this quarterly report. Based on this evaluation, the Parent Company's principal executive officer and principal financial officer have concluded that the Parent Company's disclosure controls and procedures are effective as of the end of the period covered by this quarterly report.
- (b) *Changes in internal control over financial reporting.* There was no change in the Parent Company's internal control over financial reporting that occurred during the period covered by this quarterly report that has materially affected, or is reasonably likely to materially affect, the Parent Company's internal control over financial reporting.

Controls and Procedures (Operating Partnership)

- (a) *Evaluation of disclosure controls and procedures.* Under the supervision and with the participation of its management, including its principal executive officer and principal financial officer, the Operating Partnership conducted an evaluation of its disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Exchange Act as of the end of the period covered by this quarterly report. Based on this evaluation, the Operating Partnership's principal executive officer and principal financial officer have concluded that the Operating Partnership's disclosure controls and procedures are effective as of the end of the period covered by this quarterly report.
- (b) *Changes in internal control over financial reporting.* There was no change in the Operating Partnership's internal control over financial reporting that occurred during the period covered by this quarterly report that has materially affected, or is reasonably likely to materially affect, the Operating Partnership's internal control over financial reporting.

Part II. OTHER INFORMATION**Item 1. Legal Proceedings**

None.

Item 1A. Risk Factors

As of March 31, 2026, there have been no material changes to the Risk Factors disclosed in “Part I. Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

- (a) None.
- (b) Not applicable.
- (c) Our Board of Trustees has authorized a share repurchase program under which we may repurchase up to \$150.0 million of our outstanding common shares. We may repurchase shares from time to time on the open market or in privately negotiated transactions or otherwise, depending on market prices and other conditions. During the fiscal quarter ended March 31, 2026, we repurchased 700,000 common shares at an average price of \$3.10 per share for a total of approximately \$2.2 million. As of March 31, 2026, \$80.7 million remained available for repurchases under our share repurchase program. For each common share repurchased, one of our units in the Operating Partnership was redeemed. Repurchases of common shares were financed with general corporate funds, including borrowings under our unsecured Credit Facility.

A summary of our repurchases of common shares for the three month period ended March 31, 2026 is as follows:

Period	Total number of shares (or units) purchased	Average price paid per share (or unit)	Total number of shares (or units) purchased as part of publicly announced plans or programs	Maximum number (or approximate dollar value) of shares (or units) that may yet be purchased under the plans or programs ¹
January 1, 2026 - January 31, 2026	700,000	\$ 3.10	700,000	\$ 80.7 million
February 1, 2026 - February 28, 2026	—	—	—	\$ 80.7 million
March 1, 2026 - March 31, 2026	—	—	—	\$ 80.7 million
Totals	700,000	\$ 3.10	700,000	

¹ The number shown represents, as of the end of each period, the approximate dollar value of common shares that may yet be purchased under the share repurchase program, which was authorized by our Board of Trustee on January 3, 2019 and authorizes the repurchase of up to \$150.0 million of our outstanding common shares. The shares may be purchased, from time-to-time, depending on a variety of factors.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended March 31, 2026, none of the Company’s trustees or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

Item 6. Exhibits**(a) Exhibits**

Exhibits No.	Description
10.2	Form of 2026 Performance-Based Restricted Stock Unit Award Agreement (filed herewith).
10.3	Form of 2026 Restricted Stock Unit Award Agreement (with outperformance feature) (filed herewith).
10.4	Letter Agreement, dated March 10, 2026, by and between George D. Johnstone and Brandywine Realty Trust (previously filed as an Exhibit to the Company's Form 8-K/A filed on March 13, 2026 and incorporated herein by reference).
31.1	Certification of the Chief Executive Officer of Brandywine Realty Trust pursuant to 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934 (filed herewith).
31.2	Certification of the Chief Financial Officer of Brandywine Realty Trust pursuant to 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934 (filed herewith).
31.3	Certification of the Chief Executive Officer of Brandywine Realty Trust, in its capacity as the general partner of Brandywine Operating Partnership, L.P., pursuant to 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934 (filed herewith).
31.4	Certification of the Chief Financial Officer of Brandywine Realty Trust, in its capacity as the general partner of Brandywine Operating Partnership, L.P., pursuant to 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934 (filed herewith).
32.1	Certification of the Chief Executive Officer of Brandywine Realty Trust pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
32.2	Certification of the Chief Financial Officer of Brandywine Realty Trust pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
32.3	Certification of the Chief Executive Officer of Brandywine Realty Trust, in its capacity as the general partner of Brandywine Operating Partnership, L.P., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
32.4	Certification of the Chief Financial Officer of Brandywine Realty Trust, in its capacity as the general partner of Brandywine Operating Partnership, L.P., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
101.1	The following materials from the combined Quarterly Reports on Form 10-Q of Brandywine Realty Trust and Brandywine Operating Partnership, L.P. for the quarter ended March 31, 2026 formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statement of Equity, (v) the Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements, detailed tagged and filed herewith.
104	Cover Page Interactive Data File – the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

Exhibits 32.1, 32.2, 32.3 and 32.4 are being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that section, nor shall any of such exhibits be deemed to be incorporated by reference in any filing of Brandywine Realty Trust or Brandywine Operating Partnership, L.P. under the Securities Act of 1933, as amended, or the Exchange Act, except as otherwise stated in such filing.

SIGNATURES OF REGISTRANT

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.

BRANDYWINE REALTY TRUST
(Registrant)

Date: May 1, 2026

By: /s/ Gerard H. Sweeney
**Gerard H. Sweeney, President and
Chief Executive Officer
(Principal Executive Officer)**

Date: May 1, 2026

By: /s/ Thomas E. Wirth
**Thomas E. Wirth, Executive Vice President
and Chief Financial Officer
(Principal Financial Officer)**

Date: May 1, 2026

By: /s/ Daniel Palazzo
**Daniel Palazzo, Senior Vice President and
Chief Accounting Officer
(Principal Accounting Officer)**

SIGNATURES OF REGISTRANT

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.

BRANDYWINE OPERATING PARTNERSHIP, L.P.
(Registrant)
BRANDYWINE REALTY TRUST,
as general partner

Date: May 1, 2026

By: /s/ Gerard H. Sweeney
**Gerard H. Sweeney, President and
Chief Executive Officer
(Principal Executive Officer)**

Date: May 1, 2026

By: /s/ Thomas E. Wirth
**Thomas E. Wirth, Executive Vice President
and Chief Financial Officer
(Principal Financial Officer)**

Date: May 1, 2026

By: /s/ Daniel Palazzo
**Daniel Palazzo, Senior Vice President and
Chief Accounting Officer
(Principal Accounting Officer)**

BRANDYWINE REALTY TRUST
PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (this “Agreement”) dated as of the Effective Date set forth in the attached Award Certificate (the “Award Certificate”) is made by and between Brandywine Realty Trust (the “Company”) and the individual named on the Award Certificate (the “Participant”). The Award Certificate is included with and made part of this Agreement. In this Agreement and the Award Certificate, unless the context otherwise requires, words and expressions shall have the meanings given to them in the Brandywine Realty Trust 2023 Long-Term Incentive Plan (the “Plan”), except as herein defined.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Achievement Percentage” means the “Percentage of Component Earned” specified with respect to the “Threshold,” “Target” and “Maximum” levels for each Performance Component, or a percentage determined using linear interpolation if actual performance falls between any two specified levels. In the event that actual performance does not meet the “Threshold” level for any Performance Component, the “Achievement Percentage” with respect to such Performance Component shall be zero.

(b) “Change in Control” has the meaning defined in the Plan, provided that such event is also a “change in control event” as defined in Section 409A of the Code and related regulations.

(c) “Change in Control Date” means the date that a Change in Control is consummated.

(d) “CIC Performance Period” means the period beginning on the Effective Date and ending with the Change in Control Date.

(e) “Deferred Compensation Plan” means the Brandywine Realty Trust Executive Deferred Compensation Plan, as in effect from time to time.

(f) “Index” means the FTSE NAREIT Equity Office Index (as it may be renamed from time to time) or, in the event such index shall cease to be published, such other index as the Committee shall determine to be comparable thereto. The component members of the Index will be fixed as of the first day of the Performance Period, notwithstanding any subsequent changes to the Index made by the FTSE (or other party composing the Index); provided that companies that cease to be publicly traded during that Performance Period will be deleted from the Index and disregarded.

(g) “Performance Components” means the performance criteria applicable to the Award, as described on the Award Certificate.

(h) “Performance Period” means the period beginning January 1, 2026 and ending December 31, 2028.

(i) “PRSUs” means Restricted Stock Units granted hereunder.

(i) “Relative Weighting” means, in respect of any Performance Component, the “Relative Weighting” applicable to such Performance Component.

(k) “Retirement” means a Retirement Eligible Participant’s separation from service with the Company, other than due to his or her death or at a time that Cause exists.

(l) “Retirement Eligible” means Participant has attained at least age fifty-seven (57) and completed at least fifteen (15) years of continuous full-time service with the Company.

(m) “rTSR” means, with respect to any specified period, the Company’s TSR relative to the TSR of the other companies in the Index; provided that, to the extent any company included in the index shall be adjudicated bankrupt or insolvent, such company shall be deemed to have a TSR of -100% during the Performance Period.

(n) “Share Value” means, with respect to the Company or any other member of the Index, the average of the closing prices of one common share on the principal market or quotation system on which those shares are traded for (i) the ten trading days immediately prior to the applicable period (for purposes of determining Share Value at the start of an applicable period); or (ii) the ten consecutive trading days ending with the last day of the applicable period (for purposes of determining Share Value on the last day of the Performance Period or Change in Control Date, as applicable).

(o) “Target Award Amount” means, in respect of the Award, the number of PRSUs listed as the “Target Award Amount” on the Award Certificate, subject to adjustment in accordance with the Plan and this Agreement (including, without limitation, in accordance with Section 5 hereof).

(p) “TSR” means, with respect to the Company or another member of the Index, the quotient of (i) the difference between the Share Value as of the last day of the applicable period and the Share Value at the start of the applicable period, plus any dividends paid during that period (which will each be deemed reinvested on the payment date), divided by (ii) the Share Value at the start of the applicable period.

(q) “TSR Performance Period” means the period beginning on the Effective Date and ending December 31, 2028.

2. Grant of PRSUs. As of the Effective Date and pursuant to the Plan, the Company hereby grants to Participant this Award of PRSUs, subject to the restrictions and on the terms and conditions set forth in this Agreement and the Plan. Each PRSU, once vested, represents an unfunded, unsecured right of Participant to receive one Share at a specified time, subject to Section 9 of the Award Certificate. The PRSUs will become vested, and Shares will be issued in respect of vested PRSUs, as set forth in the Award Certificate.

3. Beneficiary Designation.

(a) Each Participant shall designate the person(s) as the beneficiary(ies) to whom Participant’s Shares shall be delivered in the event of Participant’s death prior to the delivery of the Shares to him or her. Each beneficiary designation shall be effective only when filed with the Company during Participant’s lifetime.

(b) Any beneficiary designation may be changed by a Participant without the consent of any previously designated beneficiary or any other person by the filing of a

new beneficiary designation with the Committee. The filing of a new beneficiary designation shall cancel all beneficiary designations previously filed.

(c) If any Participant fails to designate a beneficiary in the manner provided above, or if the beneficiary designated by a Participant predeceases Participant, the Committee shall direct such Participant's Shares to be delivered to Participant's surviving spouse or, if Participant has no surviving spouse, then to Participant's estate.

4. Delivery to Guardian. If Shares are issuable under this Agreement to a minor, a person declared incompetent, or a person incapable of handling the disposition of property, the Committee may direct the delivery of the Shares to the guardian, legal representative, or person having the care and custody of the minor, incompetent or incapable person. The Committee may require proof of incompetence, minority, incapacity or guardianship as the Committee may deem appropriate prior to the delivery. The delivery shall completely discharge the Committee, the Trustees and the Company from all liability with respect to the Shares delivered.

5. Dividend Equivalent Rights. This Award includes a dividend equivalent feature. If the Company pays a cash dividend or distribution with respect to its Shares while this Award is outstanding and before the end of the Performance Period, the Target Award Amount will be increased a number of additional PRSUs determined by dividing (i) the total dividend or distribution that would then be payable with respect to a number of Shares equal to the Target Award Amount on the dividend or distribution record date, divided by (ii) the Fair Market Value on the date the dividend or distribution is paid. The additional PRSUs credited under this paragraph will be subject to the same terms and conditions, including the same dividend equivalent feature described in the paragraph and the same vesting and payment terms, as the original PRSUs.

6. Miscellaneous.

(a) Deferrals. To the extent provided under the Deferred Compensation Plan and timely elected in accordance with Section 409A of the Code, Participant may elect to defer receipt of Shares hereunder (and dividends payable on those Shares following the date they would otherwise have been issued). In the event of such a deferral, the time for Share issuance and dividend payment will be governed by the Deferred Compensation Plan and not this Agreement.

(b) Agreement Subject to Plan; Amendment. By entering into this Agreement, Participant agrees and acknowledges that Participant has received and read a copy of the Plan. This Award is subject to the Plan and the terms and provisions of the Plan are hereby incorporated herein by reference. The terms of the Agreement and the Award Certificate may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of Participant shall not to that extent be effective without the consent of Participant.

(c) Participant is Unsecured General Creditor. Participant and Participant's heirs, successors, and assigns shall have no legal or equitable rights, interest, or claims in any specific property or assets of the Company. Assets of the Company shall not be held under any trust for the benefit of Participant or Participant's heirs or successors, or held in any way as collateral security for the fulfilling of the obligations of the Company under the Agreement or the Plan. Any and all of the Company's assets shall be, and remain, the general unrestricted assets of the Company. The Company's sole obligation under this Agreement and in respect of the Award shall be merely that of an unfunded and

unsecured promise of the Company to pay Participant in the future, subject to the conditions and provisions of the Agreement and the Plan.

(d) No Transferability; No Assignment. Neither Participant nor any other Person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, of the Shares. No part of the PRSUs or the Shares delivered in respect of any vested PRSUs, and/or amounts payable under this Agreement shall, prior to actual settlement or payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by Participant or any other person, be transferable by operation of law in the event of Participant's or any other person's bankruptcy or insolvency or be transferable to a spouse as a result of a property settlement or otherwise.

(e) No Right to Continued Employment. Neither the Plan nor this Agreement nor Participant's receipt of this Award (or Shares issued in settlement of the Award) shall impose any obligation on the Company or any Affiliate to continue the employment of Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the employment or service of such Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein.

(f) No Shareholder Rights. Subject to Section 5 above, Participant shall have no rights as a shareholder of the Company, no rights to dividends or distributions and no voting rights with respect to the PRSUs or any Shares underlying or issuable in respect of such PRSUs until such Shares are actually issued to and held of record by Participant.

(g) Tax Withholding.

(i) Regardless of any action the Company takes with respect to any or all federal, state or local income tax, employment tax or other tax related items with respect to this Award ("Tax Related Items"), Participant acknowledges that he or she retains ultimate liability for all Tax Related Items and that the Company: (A) makes no representations or undertakings regarding any Tax Related Item; and (B) does not commit to structure the terms of this Award or any aspect of the PRSUs to minimize Participant's liability for Tax Related Items.

(ii) Prior to the relevant taxable event, Participant shall pay or make arrangements satisfactory to the Company, in its sole discretion, to satisfy all withholding obligations arising in connection with this Award. In this regard, Participant authorizes the Company, in its sole discretion, to satisfy any withholding obligations arising in connection with this Award by withholding Shares otherwise issuable hereunder. Participant shall pay to the Company any amount required to be withheld in connection with this Award that is not satisfied by the previously described method.

(h) Compensation Recovery Policy. In consideration for the grant of this Award, Participant agrees to be subject to (i) any compensation clawback, recoupment or similar policies of the Company that may be in effect from time to time, whether adopted before or after the date of this Award (including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder), and (ii) such other compensation clawbacks as may be required by applicable law ((i) and (ii) together, the "Clawback Provisions"). Participant acknowledges that the Clawback Provisions are not limited in their application to the Award, or to amounts received in connection with the Award.

(i) Other Company Policies. Participant agrees, in consideration for the grant of this Award, to be subject to any policies of the Company and its Affiliates regarding share ownership, securities trading and hedging or pledging of securities that may be in effect from time to time.

(j) Section 409A Compliance. The Award is intended to comply with or be exempt from the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder (“Section 409A”). The Agreement should be administered and interpreted in a manner consistent with that intent. Nonetheless, the Company makes no guaranty regarding the tax treatment of this Award. To the extent any payment under this Award is conditioned on the effectiveness of a release of claims and the period Participant is afforded to consider the release spans two calendar years, payment will be made in the second calendar year. Notwithstanding any contrary provision of the Plan or this Agreement, to the extent provided in Prop. Treas. Reg. § 1.409A-1(b)(4)(ii), Treas. Reg. § 1.409A-2(b)(7)(ii) or any successor provision, the Company may delay the delivery of Shares hereunder if it reasonably determines that such delivery would violate federal securities law or any other applicable law.

(k) Affiliate Service. Solely for purposes of the vesting provisions of this Award, service with the Company will be deemed to include service with an Affiliate, but only during the period of such affiliation. Solely for purposes of determining whether Participant is Retirement Eligible, full-time service with an entity acquired by the Company or an Affiliate will be deemed to constitute full-time service with the Company, provided Participant was in active service with the acquired entity at the time of the transaction and has continued in service with the Company without interruption since that time.

(l) Fractional Shares. Fractional Shares otherwise issuable hereunder will be rounded down to the nearest whole Share.

(m) Entire Agreement. This Agreement, together with the Plan and Award Certificate, represent the entire agreement between the parties with respect to the subject matter hereof and supersede any prior agreement, written or otherwise, relating to the subject matter hereof.

(n) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of law provisions thereof.

(o) Electronic Delivery of Documents. Participant authorizes the Company and its Affiliates to deliver electronically any prospectuses or other documentation related to this Award and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, periodic reports, proxy statements or other documents that are required to be delivered to participants in such arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company’s intranet site or the website of a third-party administrator designated by the Company. Upon written request, the Company will provide to Participant a paper copy of any document also delivered to Participant electronically. The authorization described in this paragraph may be revoked by Participant at any time by written notice to the Company.

(p) Section References. Unless other indicated, section references herein refer to the sections of this Agreement.

(q) * * * * *

**BRANDYWINE REALTY TRUST
PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD CERTIFICATE**

1. Brandywine Realty Trust and Participant hereby agree to the terms of this Award Certificate and the Agreement to which it is attached.
2. The Effective Date, Participant and Target Award Amount applicable to this Award are set forth below:

Participant:	_____
Effective Date:	February 27, 2026
Target Award Amount:	_____ PRSUs

3.
 4. The Performance Components and Performance Scale for the 2026 calendar year are set forth below. The Performance Components, Relative Weightings and Performance Scale applicable to each of the 2027 and 2028 calendar years will be determined by the Committee, in its sole discretion, and communicated to Participant in writing within three months following the start of the applicable calendar year.

*Performance Component #1: Leasing Activity * subject to adjustment based on disposition of properties for which the business plan includes leasing activity in 2026.*

Calendar Year: 2026

Relative Weighting: 75%

Performance Scale:

2026 Calendar Year Leasing Activity		Percentage of Component Earned
Below Threshold	Below 800,000 Square Feet	0%
Threshold	800,000 Square Feet	50%
Target	900,000 Square Feet	100%
Maximum	Greater than 1,000,000 Square Feet	200%

- “Leasing Activity” means, with respect to a calendar year during the Performance Period, the square footage leased as a result of new leases, expansion leases and renewed leases executed by the Company and its Subsidiaries, contributing to the Company’s Speculative Revenue target, as reported in (or otherwise calculated in a manner consistent with) the Company’s Supplemental Information Package for the calendar year.

Performance Component #2: SSNOI Growth
 Calendar Year: 2026
 Relative Weighting: 25%
 Performance Scale:

2026 Calendar Year SSNOI Growth		Percentage of Component Earned
Below Threshold	Less than -2.0%	0%
Threshold	-2.0%	50%
Target	0.0%	100%
Maximum	2.0%	200%

- “SSNOI Growth” means GAAP Same Store NOI Growth, as reported in (or otherwise calculated in a manner consistent with) the Company’s Supplemental Information Package for the calendar year.

5. Determination of Earned PRSUs. Subject to Sections 5 and 6 of this Award Certificate:

(a) For each calendar year during the Performance Period, the total number of PRSUs earned with respect to each Performance Component shall be equal to the product of (i) one-third of the Target Award Amount, multiplied by (ii) the Relative Weighting for such Performance Component, multiplied by (iii) the Achievement Percentage for such Performance Component.

(b) The total number of PRSUs earned for the Performance Period will be the sum of the number of PRSUs earned with respect to each Performance Component for each calendar year during the Performance Period, subject to the adjustment in accordance with Section 4(c) of this Award Certificate.

(c) At the end of the Performance Period, the total number of PRSUs earned hereunder (the “Earned PRSUs”) will be adjusted upward or downward by the percentage specified in the table below, based on the Company’s rTSR percentile ranking for the TSR Performance Period (“rTSR Modifier”):

Company rTSR Percentile Ranking	rTSR Modifier
25 th percentile or lower	-20%
50 th percentile	No change
75% percentile or higher	20%

For outcomes between the specified performance levels, the adjustment to the number of Earned PRSUs will be determined by straight line interpolation.

6. Determination of Earned PRSUs Upon a Change in Control. Notwithstanding Section 4 and subject to Section 6 of this Award Certificate, if a Change in Control occurs before the end of the Performance Period, the number of Earned PRSUs will be

determined exclusively in accordance with the table below, based on the Company's rTSR percentile ranking for the CIC Performance Period.

Company rTSR Percentile Ranking		Percentage of Target Award Amount Earned
Below Threshold	Below 25 th percentile	0%
Threshold	25 th percentile	50%
Target	50 th percentile	100%
Maximum	75% percentile or above	200%

For outcomes between the performance levels, the percentage of the Target Award Amount earned will be determined by straight line interpolation.

7. Retirement, Disability or Death.

(a) Retirement or Disability. In the event of Participant's Retirement or a Company-initiated termination of Participant's employment or service with the Company due to Participant's Disability prior to the end of the Performance Period (or the CIC Performance Period, if applicable), this Award will remain outstanding and, at the conclusion of the Performance Period (or the CIC Performance Period, if applicable), Participant will vest in a number of Earned PRSUs equal to (x) the number of Earned PRSUs determined in accordance with Section 4 or 5 of this Award Certificate, as applicable (as though Participant had remained employed through the end of the Performance Period (or CIC Performance Period, if applicable)), multiplied by (y) a fraction, the numerator of which will be the number of days Participant was continuously employed on and after January 1, 2026, and the denominator of which will be 1095. As a condition of vesting in any Earned PRSUs under this paragraph, Participant must execute a general release of claims against the Company and its affiliates in a form reasonably prescribed by the Company, and such release must become irrevocable within 45 days after Participant's cessation of employment or service. If Participant fails to timely satisfy this release requirement, this Award and all related rights will be forfeited as of the date of such cessation.

(b) Death. If Participant's employment or service with the Company ceases due to Participant's death prior to the last day of the Performance Period (or CIC Performance Period, if applicable), then Participant will immediately vest in a number of Earned PRSUs equal to (i) any Earned PRSUs already determined with respect to a calendar year of the Performance Period ended on or prior to Participant's death, plus (ii) one-third (1/3) of the Target Award Amount for each remaining calendar year of the Performance Period.

8. Vesting and Settlement.

(a) Vesting. If Participant has remained in continuous employment or service with the Company until the end of the Performance Period (or the CIC Performance Period, if applicable), he or she will then vest in the number of Earned PRSUs determined as of the last day of the Performance Period (or CIC Performance Period, if applicable). If Participant's employment or service with the Company ceases prior to the end of the Performance Period (or CIC Performance Period, if applicable) for any reason other than as described in Section 6(a) or (b) of this Award Certificate, this Award and all related rights will be forfeited as of the date of such cessation.

(b) Settlement. Subject to Section 9 of this Award Certificate, one Share will be delivered in respect of each vested Earned PRSU within 60 days following the vesting of such Earned PRSU.

9. Measurement of Performance. Actual performance with respect to each Performance Component will be determined by the Committee in its sole discretion, in a manner consistent with the Company's published disclosures (whether or not filed with the Securities and Exchange Commission). Similarly, the determination of TSR, rTSR and all other measures necessary for the administration of this Award will be made by the Committee in good faith and in its sole discretion. Notwithstanding any other provision of the Agreement or this Award Certificate, the levels of achievement with respect to any Performance Component shall be adjusted from time to time by the Committee as it deems equitable and necessary in light of acquisitions, dispositions and other non-routine and opportunistic expenses, transactions or extraordinary or one-time events that impact the Company's operations or the measurement of any Performance Component.

10. Share Availability. Notwithstanding any other provision of the Agreement or this Award Certificate, Shares will be delivered in respect of vested Earned PRSUs only to the extent that Shares then remain available for issuance under the Plan. If the total number of Shares to be delivered as of the end of the Performance Period (or CIC Performance Period, if applicable) in respect of all vested Earned PRSU awards exceeds the number of Shares then available for issuance under the Plan, the available Shares will be allocated ratably among Participant and the other holders of vested Earned PRSU awards, based on the proportion that each holder's number of vested Earned PRSUs bears to the aggregate number of all holders' vested Earned PRSUs. Such ratable allocation of Shares will constitute a full satisfaction of Participant's rights in respect of his or her vested Earned PRSUs.

11. Signature in Counterparts. This Award Certificate may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

12.

IN WITNESS WHEREOF, the parties have duly executed this Award Certificate on the respective date(s) below indicated.

BRANDYWINE REALTY TRUST

PARTICIPANT

By: _____
Name:
Title:
Date:

Name: [Name]
Date:

[Signature Page to Performance-Based Restricted Stock Unit Award Certificate]

**BRANDYWINE REALTY TRUST
RESTRICTED STOCK UNIT AWARD AGREEMENT
(with outperformance feature)**

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “Agreement”) dated as of the Effective Date set forth in the attached Award Certificate (the “Award Certificate”) is made pursuant to the Brandywine Realty Trust 2023 Long-Term Incentive Plan (the “Plan”) by and between Brandywine Realty Trust (the “Company”) and the individual named on the Award Certificate (the “Participant”). The Award Certificate is included with and made part of this Agreement. In this Agreement and the Award Certificate, unless the context otherwise requires, words and expressions shall have the meanings given to them in the Plan, except as herein defined.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Achievement Percentage” means the “Percentage of Component Earned” specified with respect to the target, above target and maximum levels for each Performance Component on the Award Certificate, or a percentage determined using linear interpolation if actual performance falls between any two specific levels. In the event that actual performance does not meet the target level for any Performance Component, the “Achievement Percentage” with respect to such Performance Component shall be zero.

(b) “Deferred Compensation Plan” means the Brandywine Realty Trust Executive Deferred Compensation Plan, as in effect from time to time.

(c) “Double Trigger Termination” means a Company-initiated termination of the Participant’s employment without Cause, or the Participant’s resignation with Good Reason, in either case during the one-year period following a Change in Control.

(d) “Good Reason” means the occurrence of any of the following after a Change in Control: (i) a decrease in the Participant’s annual base salary in effect at the date of the Change in Control; (ii) a material decrease in the Participant’s annual bonus opportunity in effect at the date of the Change in Control; (iii) a material diminution in the Participant’s title, authority, duties, or responsibilities in effect at the date of the Change in Control; or (iv) a relocation of the Participant’s principal place of work to a location more than thirty (30) miles from the location at the date of the Change in Control; provided, however, that the foregoing events or conditions will only constitute Good Reason if the Participant provides the Company with written objection to the event or condition within ninety (90) days following the occurrence thereof, the Company does not reverse or otherwise cure the event or condition within thirty (30) days of receiving that written objection, and the Participant resigns his or her employment within thirty (30) days following the expiration of that cure period.

(e) “Outperformance Modifier” means the percentage set forth on the Award Certificate, which represents the number of additional RSUs that may potentially be earned under the outperformance element of this Award as a percentage of the Target Award Amount.

(f) “Performance Components” means the performance criteria applicable to the Award, as set forth on the Award Certificate.

(g) “Performance Period” means the three-year period beginning January 1, 2026 and ending December 31, 2028; provided that, for purposes of Section 4(c), Performance Period will also include an abbreviated performance period, if applicable under Section 4(d).

(h) “Qualifying Termination” means (i) a Termination of Employment after the Participant has become Retirement Eligible (unless Cause then exists), (ii) a Company-initiated Termination of Employment due to the Participant’s Disability, or (iii) a Termination of Employment due to the Participant’s death.

(i) “Relative Weighting” means, in respect of any Performance Component, the “Relative Weighting” set forth for such Performance Component on the Award Certificate.

(j) “Retirement Eligible” means the Participant has attained at least age fifty seven (57) and completed at least fifteen (15) years of continuous full-time service with the Company.

(k) “RSUs” means Restricted Stock Units granted hereunder.

(l) “Section 409A” means Section 409A of the Code, including the regulations and guidance promulgated thereunder.

(m) “Target Award Amount” means, in respect of the Award, the “Target Award Amount” set forth on the Award Certificate.

(n) “Termination Date” means the effective date of a Termination of Employment for any reason.

(o) “Termination of Employment” means a “separation from service” of the Participant within the meaning of Treasury Regulation §1.409A-1(h) (or any successor regulation).

2. Award Elements. This Award is composed of two elements, a “basic” element and an “outperformance” element. The “basic” element consists of a number of RSUs equal to 100% of the Target Award Amount, which RSUs are subject to service-based vesting conditions as set forth in Section 3. The “outperformance” element consists of a number of additional RSUs (ranging from zero to the Target Award Amount multiplied by the Outperformance Modifier) that may be earned pursuant to Section 4(a) and, if earned, will be subject to service-based vesting conditions as set forth in Section 4(b).

3. Basic Element.

(A) Vesting. Provided the Participant remains in continuous service with the Company through the applicable date or event:

(i) A number of RSUs equal to one-third (1/3) of the Target Award Amount shall become vested on April 15th of each of the first three calendar years beginning after the Effective Date;

(ii) In the event of the Participant’s death or a Company-initiated Termination of Employment due to the Participant’s Disability, any RSUs that are subject to vesting under Section 3(a)(i) above, but not yet otherwise vested, will then become

vested; provided that the accelerated vesting of RSUs under this Section 3(a)(ii) as a result of a Termination of Employment due to Disability will be conditioned on the Participant's execution of a general release of claims against the Company and its affiliates in a form reasonably prescribed by the Company, and on such release becoming irrevocable within 45 days after the Participant's Termination Date. If the Participant fails to timely satisfy this release requirement, all RSUs otherwise vesting under this Section 3(a)(ii) as a result of such termination will be forfeited, and the Participant will have no further rights with respect thereto;

(iii) Upon the Participant becoming Retirement Eligible, any RSUs that are subject to vesting under Section 3(a)(i) above, but not yet otherwise vested, will then become vested; and

(iv) Upon a Double Trigger Termination, any RSUs that are subject to vesting under Section 3(a)(i) above, but not yet otherwise vested, will then become vested; provided that the Participant executes a general release of claims against the Company and its affiliates in a form reasonably prescribed by the Company and that release becomes irrevocable within 45 days after such termination. If the Participant fails to timely satisfy this release requirement, all RSUs otherwise vesting under this Section 3(a)(iv) shall be forfeited, and the Participant will have no further rights with respect thereto.

(v) Upon the Participant's termination of employment with the Company, the Participant will forfeit all RSUs subject to vesting under this Section 3 (and all rights with respect thereto) that have not become vested as of or prior to such termination. In addition, if the termination is for Cause, all RSUs subject to this Section 3 (whether or not then vested) and any Shares underlying RSUs that have not yet been issued to the Participant shall then be automatically forfeited.

(B) Delivery. Subject to any delay required by Section 5(i) (regarding Section 409A), Shares will become deliverable in respect of RSUs vesting under Section 3(a) as follows:

(i) In the case of RSUs vesting under Section 3(a)(i) or 3(a)(ii) (*i.e.*, scheduled vesting dates, termination due to death or Disability), one Share shall be delivered in respect of each RSU then vesting, within 60 days of the applicable vesting date or event;

(ii) In the case of RSUs vesting under Section 3(a)(iii) (*i.e.*, Retirement Eligibility), one Share shall be delivered in respect of each RSU then vesting within 60 days of the earlier of (A) the date such Share would have otherwise been deliverable under Section 3(a)(i) (*i.e.*, the applicable scheduled vesting date), or (B) the Participant's Termination Date; provided that the delivery of any Share under this Section upon or following the Participant's Termination Date will be conditioned on the Participant's execution of a general release of claims against the Company and its affiliates in a form reasonably prescribed by the Company, and on such release becoming irrevocable within 45 days after the Participant's Termination Date. If the Participant fails to timely satisfy this release requirement, then notwithstanding any other provision of this Agreement, the RSUs that would otherwise be settled under this paragraph on or after the Participant's Termination Date will instead be forfeited, and the Participant will have no further rights with respect thereto; and

(iii) In the case of RSUs vesting under Section 3(a)(iv) (*i.e.*, involuntary termination following a Change in Control) one Share shall be delivered in

respect of each RSU then vesting within sixty (60) days of Participant's Termination Date.

(C) Dividend Equivalent Rights. Upon the payment by the Company of any cash dividend or distribution with respect to its Shares, the Participant will then be entitled to an equivalent cash payment equal to the cash dividends or distributions that would then be payable with respect to a number of Shares equal to the number of outstanding RSUs then held by the Participant and subject to this Section 3 (whether or not then vested).

4. Outperformance Element.

(A) Performance Determination. Following the last day of the Performance Period and subject to the Participant's continued employment through the last day of the Performance Period (except as provided in Section 4(c)(i)(A) or Section 4(d) below), the total number of RSUs earned under this Section 4 shall be calculated by the Committee as follows:

(i) For each Performance Component, the total number of RSUs earned and issuable shall be equal to the product of (w) the Target Award Amount, multiplied by (x) the Outperformance Modifier, multiplied by (y) the Relative Weighting for such Performance Component, multiplied by (z) the Achievement Percentage for such Performance Component. The foregoing calculation shall be made promptly following the end of the Performance Period. In the event that the Company's actual performance does not meet the target level for a Performance Component, no RSUs shall be earned in respect of that Performance Component.

(ii) The levels of achievement with respect to any Performance Component shall be adjusted from time to time by the Committee as it deems equitable and necessary in light of acquisitions, dispositions and other non-routine and opportunistic expenses, transactions or extraordinary or one-time events that impact the Company's operations or the measurement of any Performance Component.

(B) Vesting. Subject to Sections 4(c)(i) and 4(c)(ii), the RSUs earned under Section 4(a) shall become vested as follows, subject to the Participant's continued employment with the Company through the applicable vesting date:

(i) 50% of such earned RSUs shall vest on January 1, 2029; and

(ii) 50% of such earned RSUs shall vest on January 1, 2030.

(C) Effect of Certain Termination Events.

(i) Death, Disability, Retirement. Notwithstanding the foregoing:

(A) In the event of a Qualifying Termination prior to the completion of the Performance Period, a portion of the RSUs subject to this Section 4 may be earned, with the actual number of earned RSUs determined based on actual performance through the end of the Performance Period. The number of earned RSUs calculated in accordance with this Section 4(c)(i)(A) will be pro-rated based on the number of days in the Performance Period completed prior to the Termination Date, and such pro-rated number of earned RSUs under the Award will be deemed vested in full and be settled pursuant to Section 4(f),

with the “applicable vesting date” meaning the last day of the Performance Period.

(B) In the event of a Qualifying Termination upon or after the completion of the Performance Period but prior to the last vesting date applicable under Section 4(b), all earned but otherwise unvested RSUs under this Section 4 will become vested in full and will be settled pursuant to Section 4(f), with the “applicable vesting date” meaning the Termination Date.

(C) However, the vesting of any RSUs under this Section 4(c)(i) as a result of a Qualifying Termination described in parts (i) or (ii) of that definition (relating to termination after becoming Retirement Eligible or due to Disability) will be conditioned on the Participant’s execution of a general release of claims against the Company and its affiliates in a form reasonably prescribed by the Company, and on such release becoming irrevocable within 45 days after the Participant’s Termination Date. If the Participant fails to timely satisfy this release requirement, all RSUs otherwise vesting or remaining eligible to vest under this Section 4(c)(i) as a result of such termination will be forfeited, and the Participant will have no further rights with respect thereto.

(ii) Double Trigger Termination. In the event of a Double Trigger Termination upon or after the completion of the Performance Period but prior to the last vesting date under Section 4(b), all earned but otherwise unvested RSUs under this Section 4 will become vested in full and will be settled pursuant to Section 4(f), with the “applicable vesting date” meaning the Termination Date; provided the Participant executes a general release of claims against the Company and its affiliates in a form reasonably prescribed by the Company and that release becomes irrevocable within 45 days after such termination. If the Participant fails to timely satisfy this release requirement, all RSUs otherwise vesting under this paragraph will be forfeited and the Participant will have no further rights with respect thereto.

(iii) Other Terminations. Except as otherwise provided in Section 4(c)(i)(A) above, upon the Participant’s termination of employment with the Company, the Participant will forfeit all RSUs subject to this Section 4 (and all rights with respect thereto) that have not become vested as of or prior to such termination. In addition, if the termination is for Cause, all RSUs subject to this Section 4 (whether or not earned or vested) and any Shares underlying RSUs that have not yet been issued to the Participant shall then be automatically forfeited.

(D) Change in Control. Notwithstanding the foregoing or Section 3(f)(ii)(B) of the Plan, in the event of a Change in Control prior to December 31, 2028, a portion of the RSUs subject to this Section 4 may be earned, with the actual number of earned RSUs determined based on actual performance through the end of the most recently completed fiscal quarter prior to such Change in Control, measured against the Performance Components as adjusted by the Committee in its discretion to reflect the abbreviation of the Performance Period. Such earned RSUs will then remain subject to the service-based vesting conditions set forth in Section 4(b) (subject to accelerated vesting under Section 4(c)(i) or 4(c)(ii) above or Section 3(f)(ii)(A) of the Plan, if applicable).

(E) Dividend Equivalent Rights. Upon the payment by the Company of any cash dividend or distribution with respect to its Shares, the Participant will then be entitled to an

equivalent cash payment equal to the cash dividends or distributions that would then be payable with respect to a number of Shares equal to the number of earned RSUs then held by the Participant and subject to this Section 4 (whether or not then vested).

(F) Delivery. Upon the vesting of an earned RSU subject to this Section 4, one Share shall be delivered in respect of each RSU then vesting not later than 60 days following the applicable vesting date (subject to Section 4(g) (regarding Share availability) and to any delay required under Section 5(i) (regarding Section 409A)).

(G) Share Availability. Notwithstanding any other provision of this Agreement or the Award Certificate, Shares will be delivered in respect of earned RSUs subject to this Section 4 only to the extent that Shares then remain available for issuance under the Plan. If the total number of Shares to be delivered as of any applicable vesting date exceeds the number of Shares then available for issuance under the Plan, the available Shares will be allocated ratably among the Participant and the other holders of similar awards then subject to settlement, based on the proportion that each holder's number of earned RSUs then subject to settlement bears to the aggregate number of all holders' earned RSUs then subject to settlement. Such ratable allocation of Shares will constitute a full satisfaction of the Participant's rights in respect of his or her earned RSUs then subject to settlement hereunder.

5. Miscellaneous.

(a) Deferrals. To the extent provided under the Deferred Compensation Plan and timely elected in accordance with Section 409A, the Participant may elect to defer receipt of Shares hereunder (and dividends payable on those Shares following the date they would otherwise have been issued). In the event of such a deferral, the time for Share issuance and dividend payment will be governed by the Deferred Compensation Plan and not this Agreement. However, for avoidance of doubt, dividend equivalent amounts payable under Section 3(c) or 4(e) prior to the date the related Shares are (or absent a deferral election, would have been) issued hereunder may not be deferred and will in any case be paid at the times specified in Section 3(c) or 4(e), as applicable.

(b) Agreement Subject to Plan; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. This Award is subject to the Plan and the terms and provisions of the Plan are hereby incorporated herein by reference. The terms of the Agreement and the Award Certificate may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

(c) Participant is Unsecured General Creditor. The Participant and the Participant's heirs, successors, and assigns shall have no legal or equitable rights, interest, or claims in any specific property or assets of the Company. Assets of the Company shall not be held under any trust for the benefit of the Participant or the Participant's heirs, successors, or assigns, or held in any way as collateral security for the fulfilling of the obligations of the Company under the Agreement or the Plan. Any and all of the Company's assets shall be, and remain, the general unrestricted assets of the Company. The Company's sole obligation under this Agreement and in respect of the Award shall be merely that of an unfunded and unsecured promise of the Company to pay the

Participant in the future, subject to the conditions and provisions of the Agreement and the Plan.

(d) No Transferability; No Assignment. Neither the Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the Award or the RSUs. No part of the RSUs or the Shares delivered in respect of any vested RSUs, and/or amounts payable under this Agreement shall, prior to actual settlement or payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person, be transferable by operation of law in the event of the Participant's or any other person's bankruptcy or insolvency or be transferable to a spouse as a result of a property settlement or otherwise.

(e) No Right to Continued Employment. Neither the Plan nor this Agreement nor the Participant's receipt of this Award (or Shares issued in settlement of the Award) shall impose any obligation on the Company or any Affiliate to continue the employment of the Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the employment of such Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein.

(f) No Shareholder Rights. The Participant shall have no rights as a shareholder of the Company, no rights to dividends or distributions (subject to the right to receive dividend equivalent payment as set forth in Section 3(c) or 4(e)) and no voting rights with respect to the RSUs and any Shares underlying or issuable in respect of such RSUs until such Shares are actually issued to and held of record by the Participant.

(g) Tax Withholding.

(i) Regardless of any action the Company takes with respect to any or all federal, state or local income tax, employment tax or other tax related items with respect to this Award ("Tax Related Items"), Participant acknowledges that he or she retains ultimate liability for all Tax Related Items and that the Company: (A) makes no representations or undertakings regarding any Tax Related Item; and (B) does not commit to structure the terms of this Award to minimize Participant's liability for Tax Related Items.

(ii) Prior to the relevant taxable event, the Participant shall pay or make arrangements satisfactory to the Company, in its sole discretion, to satisfy all withholding obligations arising in connection with this Award. In this regard, the Participant authorizes the Company, in its sole discretion, to satisfy any withholding obligations arising in connection with this Award by withholding Shares otherwise issuable hereunder. The Participant shall pay to the Company any amount required to be withheld in connection with this Award that is not satisfied by the previously described method.

(h) Compensation Recovery Policy. In consideration for the grant of this Award, the Participant agrees to be subject to (a) any compensation clawback, recoupment or similar policies of the Company that may be in effect from time to time, whether adopted before or after the date of this Award (including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder), and (b) such other compensation clawbacks as may be required by applicable

law ((a) and (b) together, the “Clawback Provisions”). The Participant acknowledges that the Clawback Provisions are not limited in their application to the Award, or to amounts received in connection with the Award.

(i) Other Company Policies. The Participant agrees, in consideration for the grant of this Award, to be subject to any policies of the Company and its Affiliates regarding share ownership, securities trading and hedging or pledging of securities that may be in effect from time to time.

(j) Section 409A Compliance. The Award and the Shares and amounts payable under this Agreement are intended to comply with or be exempt from the requirements of Section 409A so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participant. The Agreement should be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding any other provision of this Agreement, if the Participant is a “specified employee” within the meaning of Section 409A, no payments in respect of any Award or RSU that is “deferred compensation” subject to Section 409A and which would otherwise be payable upon the Participant’s “separation from service” (as defined in Section 409A) shall be made to such Participant prior to the date that is six months after the date of the Participant’s “separation from service” or, if earlier, the Participant’s date of death. Following any applicable six month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. To the extent any payment under this Award is conditioned on the effectiveness of a release of claims and the period the Participant is afforded to consider the release spans two calendar years, payment will be made in the second calendar year. Each payment in any series of installments hereunder will be treated as a separate payment for purposes of Section 409A. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company shall not be liable to any Participant for any payment made under this Agreement that is determined to result in an additional tax, penalty or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A. Notwithstanding any contrary provision of the Plan or this Agreement: (i) the delivery of Shares hereunder may only be accelerated to the extent permitted under Section 409A, and (ii) to the extent provided in Prop. Treas. Reg. § 1.409A-1(b)(4)(ii), Treas. Reg. § 1.409A-2(b)(7)(ii) or any successor provision, the Company may delay the delivery of Shares hereunder if it reasonably determines that such delivery would violate federal securities law or any other applicable law. For avoidance of doubt, if accelerated vesting of an RSU occurs due to application of Section 3(f)(ii)(A) of the Plan, such accelerated vesting will also accelerate settlement of that RSU only if that accelerated settlement will not violate Section 409A.

(k) Affiliate Service. Solely for purposes of the vesting provisions of this Award, service with the Company will be deemed to include service with an Affiliate, but only during the period of such affiliation. Solely for purposes of determining whether the Participant is Retirement Eligible, full-time service with an entity acquired by the Company or an Affiliate will be deemed to constitute full-time service with the Company, provided the Participant was in active service with the acquired entity at the time of the transaction and has continued in service with the Company without interruption since that time.

(l) Fractional Shares. Fractional Shares otherwise issuable hereunder will be rounded down to the nearest whole Share.

(m) Entire Agreement. This Agreement, together with the Plan and Award Certificate, represent the entire agreement between the parties with respect to the subject matter hereof and supersede any prior agreement, written or otherwise, relating to the subject matter hereof.

(n) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of law provisions thereof.

(o) Electronic Delivery of Documents. The Participant authorizes the Company and its Affiliates to deliver electronically any prospectuses or other documentation related to this Award and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, periodic reports, proxy statements or other documents that are required to be delivered to participants in such arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site or the website of a third-party administrator designated by the Company. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

(p) Section References. Unless other indicated, section references herein refer to the sections of this Agreement.

(q) * * * * *

**BRANDYWINE REALTY TRUST
RESTRICTED STOCK UNIT
AWARD CERTIFICATE**

1. Brandywine Realty Trust and the Participant who is signatory hereto, hereby agree to the terms of this Award Certificate and the Brandywine Realty Trust Restricted Stock Unit Award Agreement to which it is attached.

2. Subject to the terms of this Award Certificate, the Agreement, and the Plan, the Company hereby grants to the Participant as of the Effective Date, the Award on the terms set forth below:

Participant: _____

Effective Date: February 27, 2026

Target Award Amount: [REDACTED] RSUs

Outperformance Modifier: [REDACTED] %

3. The Performance Components relevant under Section 4 of the Agreement are set forth below:

Performance Component #1: FFO

Performance Period: January 1, 2026 to December 31, 2028

Relative Weighting: 33%

Performance Scale:

FFO		Percentage of Component Earned
Target	\$1.85	25%
Above Target	\$1.90	50%
Maximum or above	\$1.95	100%

(iii) “FFO” means the Company’s cumulative FFO per share for the Performance Period, determined on a fully diluted basis, with FFO as defined by the National Association of Real Estate Investment Trusts (“NAREIT”) and interpreted by the Company, but adjusted to exclude (a) funds from operations allocable to unvested restricted share award holders, and (b) the effects of charges related to liability management transactions that result in make-whole/prepayment penalties and/or the accelerated amortization of deferred financing costs. These exceptions include transactions for both wholly-owned and joint venture entities.

Performance Component #2: Total Capital Market Activity
Performance Period: January 1, 2026 to December 31, 2028
Relative Weighting: 34%
Performance Scale:

Total Capital Market Activity		Percentage of Component Earned
Target	\$2,650,000,000	25%
Above target	\$2,950,000,000	50%
Maximum or above	\$3,250,000,000	100%

- (iv) “Total Capital Market Activity” means the sum of the following:
- (v) (a) the purchase price of real estate, including land and buildings, acquired by the Company (as defined below) or an unconsolidated subsidiary during the Performance Period (“Purchases”);
- (vi) (b) the gross sales price of real estate, including land and buildings, sold by the Company or an unconsolidated subsidiary during the Performance Period (“Sales”);
- (vii) (c) the present value of scheduled rental payments that will be made, or received, over the term of any ground lease executed by the Company or an unconsolidated subsidiary during the Performance Period (using a discount rate equal to the Company’s weighted cost of capital at the time of execution of any such ground lease);
- (viii) (d) the principal amount of loans made or committed to be made by the Company to third persons, including to unconsolidated subsidiaries, during the Performance Period;
- (ix) (e) the amount of equity or debt invested or committed to be invested by the Company in third persons, including in unconsolidated subsidiaries, during the Performance Period;
- (x) (f) the budgeted cost of developments and redevelopments commenced by the Company or an unconsolidated subsidiary during the Performance Period (regardless of whether such costs will be funded through debt or equity, including equity funded by a third party partner or member in an unconsolidated subsidiary, or a combination thereof);
- (xi) (g) the principal amount of loans made to the Company or an unconsolidated subsidiary, whether secured or unsecured, and bonds issued by the Company, including secured loan extensions greater than 18 months (but excluding (x) acquisition financings of Purchases, (y) construction financing for developments or redevelopments, or (z) advances under lines of credit or revolving credit facilities (other than to the extent that such advance is utilized to refinance an outstanding indebtedness), in each case to avoid duplication) (“Financings”); and

(xii) (h) repurchases of the Company’s common shares and preferred shares and/or open-market purchases of unsecured bonds (excluding bonds purchased via tender offer or at maturity).

(xiii) In the event that the Company undertakes a Purchase, a Sale or a secured Financing through an unconsolidated subsidiary, then, solely in any such case, the amount credited to Total Capital Market Activity shall be the Company’s pro rata share of the purchase price, sale price or principal amount, as the case may be, determined based on the Company’s ownership interest in the unconsolidated subsidiary without regard to priority entitlements to distributable cash.

(xiv) For purposes of this definition of Total Capital Market Activity: (x) the “Company” means Brandywine Realty Trust and its consolidated subsidiaries; (y) “budgeted cost” for any given development or redevelopment shall be based on the then current budget at the time of measurement of Total Capital Market Activity; and (z) commencement dates of a development or redevelopment shall be determined in a manner consistent with practices used by the Company in its public reporting of developments and redevelopments.

Performance Component #3: Net Debt / EBITDA Ratio

Performance Period: January 1, 2026 to December 31, 2028

Relative Weighting: 33%

Performance Scale:

Net Debt / EBITDA Ratio		Percentage of Component Earned
Target	7.4x	25%
Above Target	7.1x	50%
Maximum or above	6.8x	100%

For this purpose, the “Net Debt / EBITDA Ratio” is the Company’s ratio of net debt to annualized quarterly EBITDA as of December 31, 2028, as reported in (or otherwise calculated in a manner consistent with) the Company’s Supplemental Information Package for the period ending December 31, 2028.

4. Actual performance with respect to each Performance Component will be determined by the Committee in its sole discretion, which determination will generally be made in a manner consistent with the Company’s published disclosures (whether or not filed with the Securities and Exchange Commission), taking into account adjustments contemplated by the terms of the applicable Performance Component.

5. The Award and any RSUs which may be earned under the Award are subject to the terms and conditions set forth in this Award Certificate, the Plan and the Agreement. All terms and provisions of the Plan and the Agreement, as the same may be

amended from time to time, are incorporated and made part of this Award Certificate. The Participant hereby expressly acknowledges receipt of a copy of the Plan and the Agreement.

6. This Award Certificate may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(xv) IN WITNESS WHEREOF, the parties have duly executed this Award Certificate on the respective date(s) below indicated.

BRANDYWINE REALTY TRUST

PARTICIPANT

By: _____
Name:
Title:
Date:

Name: [Name]
Date:

[Signature Page to Restricted Stock Unit Award Certificate]

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES
EXCHANGE ACT OF 1934, AS AMENDED**

I, Gerard H. Sweeney, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Brandywine Realty Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-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(s) 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.

Date: May 1, 2026

/s/ Gerard H. Sweeney

Gerard H. Sweeney
President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES
EXCHANGE ACT OF 1934, AS AMENDED**

I, Thomas E. Wirth, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Brandywine Realty Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-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(s) 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.

Date: May 1, 2026

/s/ Thomas E. Wirth

Thomas E. Wirth
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES
EXCHANGE ACT OF 1934, AS AMENDED**

I, Gerard H. Sweeney, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Brandywine Operating Partnership, L.P.;
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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-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(s) 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.

Date: May 1, 2026

/s/ Gerard H. Sweeney

Gerard H. Sweeney

President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES
EXCHANGE ACT OF 1934, AS AMENDED**

I, Thomas E. Wirth, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Brandywine Operating Partnership, L.P.;
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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-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(s) 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.

Date: May 1, 2026

/s/ Thomas E. Wirth

Thomas E. Wirth

Executive Vice President and Chief Financial Officer

RULE 13(a)-14(b) CERTIFICATION
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

In connection with the Quarterly Report of Brandywine Realty Trust (the "Company") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gerard H. Sweeney, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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 Company.

/s/ Gerard H. Sweeney

Gerard H. Sweeney
President and Chief Executive Officer

Date: May 1, 2026

* A signed original of this written statement required by Section 906 has been provided to Brandywine Realty Trust and will be retained by Brandywine Realty Trust and furnished to the Securities and Exchange Commission or its staff upon request.

RULE 13(a)-14(b) CERTIFICATION
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

In connection with the Quarterly Report of Brandywine Realty Trust (the "Company") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas E. Wirth, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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 Company.

/s/ Thomas E. Wirth

Thomas E. Wirth
Executive Vice President and Chief Financial Officer

Date: May 1, 2026

* A signed original of this written statement required by Section 906 has been provided to Brandywine Realty Trust and will be retained by Brandywine Realty Trust and furnished to the Securities and Exchange Commission or its staff upon request.

RULE 13(a)-14(b) CERTIFICATION
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

In connection with the Quarterly Report of Brandywine Operating Partnership, L.P. (the "Partnership") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gerard H. Sweeney, President and Chief Executive Officer of Brandywine Realty Trust, the Partnership's sole general partner, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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 Company.

/s/ Gerard H. Sweeney

Gerard H. Sweeney

President and Chief Executive Officer

Date: May 1, 2026

* A signed original of this written statement required by Section 906 has been provided to Brandywine Realty Trust and will be retained by Brandywine Realty Trust and furnished to the Securities and Exchange Commission or its staff upon request.

RULE 13(a)-14(b) CERTIFICATION
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

In connection with the Quarterly Report of Brandywine Operating Partnership, L.P. (the "Partnership") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas E. Wirth, Executive Vice President and Chief Financial Officer of Brandywine Realty Trust, the Partnership's sole general partner, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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 Company.

/s/ Thomas E. Wirth

Thomas E. Wirth

Executive Vice President and Chief Financial Officer

Date: May 1, 2026

* A signed original of this written statement required by Section 906 has been provided to Brandywine Realty Trust and will be retained by Brandywine Realty Trust and furnished to the Securities and Exchange Commission or its staff upon request.