

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

**FORM 10-Q**

(Mark one)

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

For the quarterly period ended **June 30, 2021**

or

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

For the transition period from \_\_\_\_\_

to \_\_\_\_\_

Commission file number **1-14023**

**CORPORATE OFFICE PROPERTIES TRUST**

(Exact name of registrant as specified in its charter)

**Maryland**

(State or other jurisdiction of  
incorporation or organization)

**23-2947217**

(IRS Employer  
Identification No.)

**6711 Columbia Gateway Drive, Suite 300, Columbia, MD**

(Address of principal executive offices)

**21046**

(Zip Code)

Registrant's telephone number, including area code: **(443) 285-5400**

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, \$0.01 par value	OFC	New York Stock Exchange

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

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

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

Large accelerated filer  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).  Yes  No

As of July 22, 2021, 112,334,670 of Corporate Office Properties Trust's Common Shares of Beneficial Interest, \$0.01 par value, were issued and outstanding.

TABLE OF CONTENTS

FORM 10-Q

	<u>PAGE</u>
<b><u>PART I: FINANCIAL INFORMATION</u></b>	
<u>Item 1: Financial Statements</u>	
<b><u>Consolidated Financial Statements</u></b>	
<u>Consolidated Balance Sheets as of June 30, 2021 and December 31, 2020 (unaudited)</u>	<u>3</u>
<u>Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2021 and 2020 (unaudited)</u>	<u>4</u>
<u>Consolidated Statements of Comprehensive Income for the Three and Six Months Ended June 30, 2021 and 2020 (unaudited)</u>	<u>5</u>
<u>Consolidated Statements of Equity for the Three and Six Months Ended June 30, 2021 and 2020 (unaudited)</u>	<u>6</u>
<u>Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2021 and 2020 (unaudited)</u>	<u>8</u>
<b><u>Notes to Consolidated Financial Statements (unaudited)</u></b>	<u>10</u>
<u>Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>30</u>
<u>Item 3: Quantitative and Qualitative Disclosures About Market Risk</u>	<u>44</u>
<u>Item 4: Controls and Procedures</u>	<u>44</u>
<b><u>PART II: OTHER INFORMATION</u></b>	
<u>Item 1: Legal Proceedings</u>	<u>44</u>
<u>Item 1A: Risk Factors</u>	<u>45</u>
<u>Item 2: Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>45</u>
<u>Item 3: Defaults Upon Senior Securities</u>	<u>45</u>
<u>Item 4: Mine Safety Disclosures</u>	<u>45</u>
<u>Item 5: Other Information</u>	<u>45</u>
<u>Item 6: Exhibits</u>	<u>46</u>
<b><u>SIGNATURES</u></b>	<u>47</u>

**PART I: FINANCIAL INFORMATION**  
**ITEM 1. Financial Statements**

**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Balance Sheets**  
(in thousands, except share data)  
(unaudited)

	June 30, 2021	December 31, 2020
<b>Assets</b>		
Properties, net:		
Operating properties, net	\$ 3,099,182	\$ 3,115,280
Projects in development or held for future development	431,535	447,269
<b>Total properties, net</b>	<b>3,530,717</b>	<b>3,562,549</b>
Property - operating right-of-use assets	39,333	40,570
Property - finance right-of-use assets	40,082	40,425
Cash and cash equivalents	17,182	18,369
Investment in unconsolidated real estate joint ventures	40,586	29,303
Accounts receivable, net	39,951	41,637
Deferred rent receivable	99,715	92,876
Intangible assets on real estate acquisitions, net	16,959	19,344
Deferred leasing costs (net of accumulated amortization of \$30,532 and \$30,375, respectively)	62,277	58,613
Investing receivables (net of allowance for credit losses of \$2,132 and \$2,851, respectively)	73,073	68,754
Prepaid expenses and other assets, net	92,157	104,583
<b>Total assets</b>	<b>\$ 4,052,032</b>	<b>\$ 4,077,023</b>
<b>Liabilities and equity</b>		
Liabilities:		
Debt, net	\$ 2,109,640	\$ 2,086,918
Accounts payable and accrued expenses	127,027	142,717
Rents received in advance and security deposits	30,893	33,425
Dividends and distributions payable	31,302	31,231
Deferred revenue associated with operating leases	9,564	10,832
Property - operating lease liabilities	29,909	30,746
Interest rate derivatives	6,646	9,522
Other liabilities	9,699	12,490
<b>Total liabilities</b>	<b>2,354,680</b>	<b>2,357,881</b>
Commitments and contingencies (Note 18)		
Redeemable noncontrolling interests	26,040	25,430
Equity:		
Corporate Office Properties Trust's shareholders' equity:		
Common Shares of beneficial interest (\$0.01 par value; 150,000,000 shares authorized; shares issued and outstanding of 112,336,070 at June 30, 2021 and 112,181,759 at December 31, 2020)	1,123	1,122
Additional paid-in capital	2,478,416	2,478,906
Cumulative distributions in excess of net income	(835,894)	(809,836)
Accumulated other comprehensive loss	(6,415)	(9,157)
<b>Total Corporate Office Properties Trust's shareholders' equity</b>	<b>1,637,230</b>	<b>1,661,035</b>
Noncontrolling interests in subsidiaries:		
Common units in Corporate Office Properties, L.P. ("COPLP")	21,604	20,465
Other consolidated entities	12,478	12,212
Noncontrolling interests in subsidiaries	34,082	32,677
<b>Total equity</b>	<b>1,671,312</b>	<b>1,693,712</b>
<b>Total liabilities, redeemable noncontrolling interests and equity</b>	<b>\$ 4,052,032</b>	<b>\$ 4,077,023</b>

See accompanying notes to consolidated financial statements.

**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Statements of Operations**  
(in thousands, except per share data)  
(unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
<b>Revenues</b>				
Lease revenue	\$ 143,658	\$ 132,147	\$ 288,282	\$ 263,159
Other property revenue	765	391	1,305	1,495
Construction contract and other service revenues	19,988	12,236	36,546	25,917
Total revenues	<u>164,411</u>	<u>144,774</u>	<u>326,133</u>	<u>290,571</u>
<b>Operating expenses</b>				
Property operating expenses	54,616	50,204	111,590	100,203
Depreciation and amortization associated with real estate operations	37,555	33,612	74,876	66,208
Construction contract and other service expenses	19,082	11,711	34,875	24,832
General, administrative and leasing expenses	9,222	8,158	17,628	15,644
Business development expenses and land carry costs	1,372	1,262	2,466	2,380
Total operating expenses	<u>121,847</u>	<u>104,947</u>	<u>241,435</u>	<u>209,267</u>
Interest expense	(15,942)	(16,797)	(33,461)	(33,637)
Interest and other income	2,228	2,282	4,093	3,487
Credit loss (expense) recoveries	(193)	(615)	714	(1,304)
Gain on sales of real estate	40,233	—	39,743	5
Loss on early extinguishment of debt	(25,228)	—	(58,394)	—
Income before equity in income of unconsolidated entities and income taxes	43,662	24,697	37,393	49,855
Equity in income of unconsolidated entities	260	454	482	895
Income tax expense	(24)	(30)	(56)	(79)
Net income	<u>43,898</u>	<u>25,121</u>	<u>37,819</u>	<u>50,671</u>
Net income attributable to noncontrolling interests:				
Common units in COPLP	(559)	(284)	(474)	(571)
Preferred units in COPLP	—	(77)	—	(154)
Other consolidated entities	(938)	(1,263)	(1,613)	(2,395)
Net income attributable to COPT common shareholders	<u>\$ 42,401</u>	<u>\$ 23,497</u>	<u>\$ 35,732</u>	<u>\$ 47,551</u>
<b>Earnings per common share: (1)</b>				
Net income attributable to COPT common shareholders - basic	<u>\$ 0.38</u>	<u>\$ 0.21</u>	<u>\$ 0.32</u>	<u>\$ 0.42</u>
Net income attributable to COPT common shareholders - diluted	<u>\$ 0.38</u>	<u>\$ 0.21</u>	<u>\$ 0.32</u>	<u>\$ 0.42</u>

(1) Basic and diluted earnings per common share are calculated based on amounts attributable to common shareholders of Corporate Office Properties Trust.

See accompanying notes to consolidated financial statements.

**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Statements of Comprehensive Income**  
(in thousands)  
(unaudited)

	<u>For the Three Months Ended June 30,</u>		<u>For the Six Months Ended June 30,</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Net income	\$ 43,898	\$ 25,121	\$ 37,819	\$ 50,671
Other comprehensive income (loss):				
Unrealized (loss) income on interest rate derivatives	(240)	(3,315)	544	(41,020)
Reclassification adjustments on interest rate derivatives recognized in interest expense	1,203	935	2,378	1,066
Total other comprehensive income (loss)	963	(2,380)	2,922	(39,954)
Comprehensive income	44,861	22,741	40,741	10,717
Comprehensive income attributable to noncontrolling interests	(1,484)	(1,556)	(2,267)	(2,235)
Comprehensive income attributable to COPT	<u>\$ 43,377</u>	<u>\$ 21,185</u>	<u>\$ 38,474</u>	<u>\$ 8,482</u>

See accompanying notes to consolidated financial statements.

**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Statements of Equity**  
(Dollars in thousands)  
(unaudited)

	Common Shares	Additional Paid-in Capital	Cumulative Distributions in Excess of Net Income	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
<u>For the Three Months Ended June 30, 2020</u>						
Balance at March 31, 2020 (112,169,463 common shares outstanding)	\$ 1,122	\$2,476,677	\$ (790,600)	\$ (62,201)	\$ 40,188	\$ 1,665,186
Share-based compensation (13,729 shares issued, net of redemptions)	—	1,188	—	—	548	1,736
Redemption of vested equity awards	—	(80)	—	—	—	(80)
Adjustments to noncontrolling interests resulting from changes in ownership of COPLP	—	428	—	—	(428)	—
Comprehensive income	—	—	23,497	(2,312)	439	21,624
Dividends	—	—	(30,856)	—	—	(30,856)
Distributions to owners of common and preferred units in COPLP	—	—	—	—	(442)	(442)
Distributions to noncontrolling interests in other consolidated entities	—	—	—	—	(8)	(8)
Adjustment to arrive at fair value of redeemable noncontrolling interests	—	(236)	—	—	—	(236)
Balance at June 30, 2020 (112,183,192 common shares outstanding)	<u>\$ 1,122</u>	<u>\$2,477,977</u>	<u>\$ (797,959)</u>	<u>\$ (64,513)</u>	<u>\$ 40,297</u>	<u>\$ 1,656,924</u>
<u>For the Three Months Ended June 30, 2021</u>						
Balance at March 31, 2021 (112,327,234 common shares outstanding)	\$ 1,123	\$2,476,807	\$ (847,407)	\$ (7,391)	\$ 33,660	\$ 1,656,792
Redemption of common units	—	—	—	—	(241)	(241)
Share-based compensation (8,836 shares issued, net of redemptions)	—	1,078	—	—	1,067	2,145
Redemption of vested equity awards	—	(68)	—	—	—	(68)
Adjustments to noncontrolling interests resulting from changes in ownership of COPLP	—	739	—	—	(739)	—
Comprehensive income	—	—	42,401	976	743	44,120
Dividends	—	—	(30,888)	—	—	(30,888)
Distributions to owners of common units in COPLP	—	—	—	—	(400)	(400)
Distributions to noncontrolling interests in other consolidated entities	—	—	—	—	(8)	(8)
Adjustment to arrive at fair value of redeemable noncontrolling interests	—	(140)	—	—	—	(140)
Balance at June 30, 2021 (112,336,070 common shares outstanding)	<u>\$ 1,123</u>	<u>\$2,478,416</u>	<u>\$ (835,894)</u>	<u>\$ (6,415)</u>	<u>\$ 34,082</u>	<u>\$ 1,671,312</u>

See accompanying notes to consolidated financial statements.

**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Statements of Equity**  
(Dollars in thousands)  
(unaudited)

	Common Shares	Additional Paid-in Capital	Cumulative Distributions in Excess of Net Income	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
<b>For the Six Months Ended June 30, 2020</b>						
Balance at December 31, 2019 (112,068,705 common shares outstanding)	\$ 1,121	\$2,481,558	\$ (778,275)	\$ (25,444)	\$ 40,285	\$ 1,719,245
Cumulative effect of accounting change for adoption of credit loss guidance	—	—	(5,541)	—	—	(5,541)
Balance at December 31, 2019, as adjusted	1,121	2,481,558	(783,816)	(25,444)	40,285	1,713,704
Conversion of common units to common shares (12,009 shares)	—	182	—	—	(182)	—
Share-based compensation (102,478 shares issued, net of redemptions)	1	2,171	—	—	774	2,946
Redemption of vested equity awards	—	(1,572)	—	—	—	(1,572)
Adjustments to noncontrolling interests resulting from changes in ownership of COPLP	—	(25)	—	—	25	—
Comprehensive income	—	—	47,551	(39,069)	160	8,642
Dividends	—	—	(61,694)	—	—	(61,694)
Distributions to owners of common and preferred units in COPLP	—	—	—	—	(862)	(862)
Contributions from noncontrolling interests in other consolidated entities	—	—	—	—	112	112
Distributions to noncontrolling interests in other consolidated entities	—	—	—	—	(15)	(15)
Adjustment to arrive at fair value of redeemable noncontrolling interests	—	(4,337)	—	—	—	(4,337)
Balance at June 30, 2020 (112,183,192 common shares outstanding)	<u>\$ 1,122</u>	<u>\$2,477,977</u>	<u>\$ (797,959)</u>	<u>\$ (64,513)</u>	<u>\$ 40,297</u>	<u>\$ 1,656,924</u>
<b>For the Six Months Ended June 30, 2021</b>						
Balance at December 31, 2020 (112,181,759 common shares outstanding)	\$ 1,122	\$2,478,906	\$ (809,836)	\$ (9,157)	\$ 32,677	\$ 1,693,712
Conversion of common units to common shares (8,054 shares)	—	121	—	—	(121)	—
Redemption of common units	—	—	—	—	(241)	(241)
Share-based compensation (146,257 shares issued, net of redemptions)	1	2,175	—	—	1,984	4,160
Redemption of vested equity awards	—	(2,358)	—	—	—	(2,358)
Adjustments to noncontrolling interests resulting from changes in ownership of COPLP	—	194	—	—	(194)	—
Comprehensive income	—	—	35,732	2,742	1,114	39,588
Dividends	—	—	(61,790)	—	—	(61,790)
Distributions to owners of common units in COPLP	—	—	—	—	(798)	(798)
Distributions to noncontrolling interests in other consolidated entities	—	—	—	—	(15)	(15)
Adjustment to arrive at fair value of redeemable noncontrolling interests	—	(622)	—	—	—	(622)
Other	—	—	—	—	(324)	(324)
Balance at June 30, 2021 (112,336,070 common shares outstanding)	<u>\$ 1,123</u>	<u>\$2,478,416</u>	<u>\$ (835,894)</u>	<u>\$ (6,415)</u>	<u>\$ 34,082</u>	<u>\$ 1,671,312</u>

**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
(in thousands)  
(unaudited)

	For the Six Months Ended June 30,	
	2021	2020
<b>Cash flows from operating activities</b>		
Revenues from real estate operations received	\$ 280,708	\$ 265,833
Construction contract and other service revenues received	38,419	42,149
Property operating expenses paid	(91,672)	(86,934)
Construction contract and other service expenses paid	(34,445)	(32,107)
General, administrative, leasing, business development and land carry costs paid	(15,399)	(16,969)
Interest expense paid	(31,392)	(31,581)
Lease incentives paid	(7,442)	(5,611)
Other	(765)	1,757
Net cash provided by operating activities	<u>138,012</u>	<u>136,537</u>
<b>Cash flows from investing activities</b>		
Development and redevelopment of properties	(110,909)	(185,357)
Tenant improvements on operating properties	(10,872)	(16,489)
Other capital improvements on operating properties	(12,382)	(11,576)
Proceeds from sale of properties	114,394	—
Leasing costs paid	(11,408)	(8,424)
Other	576	(5,442)
Net cash used in investing activities	<u>(30,601)</u>	<u>(227,288)</u>
<b>Cash flows from financing activities</b>		
Proceeds from debt		
Revolving Credit Facility	387,000	251,000
Unsecured senior notes	589,818	—
Other debt proceeds	4,459	189,359
Repayments of debt		
Revolving Credit Facility	(361,000)	(259,000)
Unsecured senior notes	(600,000)	—
Scheduled principal amortization	(1,922)	(2,044)
Deferred financing costs paid	(1,620)	(1,261)
Payments in connection with early extinguishment of debt	(55,713)	—
Common share dividends paid	(61,747)	(61,667)
Distributions paid to redeemable noncontrolling interests	(1,226)	(12,662)
Redemption of vested equity awards	(2,358)	(1,572)
Other	(3,360)	(3,666)
Net cash (used in) provided by financing activities	<u>(107,669)</u>	<u>98,487</u>
Net (decrease) increase in cash and cash equivalents and restricted cash	<u>(258)</u>	<u>7,736</u>
<b>Cash and cash equivalents and restricted cash</b>		
Beginning of period	22,033	18,130
End of period	<u>\$ 21,775</u>	<u>\$ 25,866</u>

See accompanying notes to consolidated financial statements.



**Corporate Office Properties Trust and Subsidiaries**  
**Consolidated Statements of Cash Flows (continued)**  
(in thousands)  
(unaudited)

	For the Six Months Ended June 30,	
	2021	2020
<b>Reconciliation of net income to net cash provided by operating activities:</b>		
Net income	\$ 37,819	\$ 50,671
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and other amortization	76,476	67,075
Amortization of deferred financing costs and net debt discounts	2,666	1,993
Increase in deferred rent receivable	(9,421)	(1,070)
Gain on sales of real estate	(39,743)	(5)
Share-based compensation	3,913	3,027
Loss on early extinguishment of debt	58,394	—
Other	(2,462)	(1,263)
Changes in operating assets and liabilities:		
Decrease in accounts receivable	45	5,039
Decrease in prepaid expenses and other assets, net	13,894	23,202
Decrease in accounts payable, accrued expenses and other liabilities	(1,037)	(8,971)
Decrease in rents received in advance and security deposits	(2,532)	(3,161)
Net cash provided by operating activities	<u>\$ 138,012</u>	<u>\$ 136,537</u>
<b>Reconciliation of cash and cash equivalents and restricted cash:</b>		
Cash and cash equivalents at beginning of period	\$ 18,369	\$ 14,733
Restricted cash at beginning of period	3,664	3,397
Cash and cash equivalents and restricted cash at beginning of period	<u>\$ 22,033</u>	<u>\$ 18,130</u>
Cash and cash equivalents at end of period	\$ 17,182	\$ 21,596
Restricted cash at end of period	4,593	4,270
Cash and cash equivalents and restricted cash at end of period	<u>\$ 21,775</u>	<u>\$ 25,866</u>
<b>Supplemental schedule of non-cash investing and financing activities:</b>		
(Decrease) increase in accrued capital improvements, leasing and other investing activity costs	\$ (15,887)	\$ 12,940
Recognition of operating right-of-use assets and related lease liabilities	\$ 328	\$ 3,381
Investment in unconsolidated real estate joint venture retained in property disposition	\$ 11,842	\$ —
Increase (decrease) in fair value of derivatives applied to accumulated other comprehensive loss and noncontrolling interests	\$ 2,922	\$ (39,953)
Dividends/distributions payable	\$ 31,302	\$ 31,302
Decrease in noncontrolling interests and increase in shareholders' equity in connection with the conversion of common units into common shares	\$ 121	\$ 182
Adjustments to noncontrolling interests resulting from changes in COPLP ownership	\$ (194)	\$ 25
Increase in redeemable noncontrolling interests and decrease in equity to carry redeemable noncontrolling interests at fair value	\$ 622	\$ 4,337

See accompanying notes to consolidated financial statements.

**Corporate Office Properties Trust and Subsidiaries**  
**Notes to Consolidated Financial Statements**  
**(unaudited)**

**1. Organization**

Corporate Office Properties Trust (“COPT”) and subsidiaries (collectively, the “Company”, “we” or “us”) is a fully-integrated and self-managed real estate investment trust (“REIT”). We own, manage, lease, develop and selectively acquire office and data center properties. The majority of our portfolio is in locations that support the United States Government (“USG”) and its contractors, most of whom are engaged in national security, defense and information technology (“IT”) related activities servicing what we believe are growing, durable, priority missions (“Defense/IT Locations”). We also own a portfolio of office properties located in select urban/urban-like submarkets in the Greater Washington, DC/Baltimore region with durable Class-A office fundamentals and characteristics (“Regional Office”). As of June 30, 2021, our properties included the following:

- 183 properties totaling 21.1 million square feet comprised of 16.4 million square feet in 157 office properties and 4.7 million square feet in 26 single-tenant data center shell properties (“data center shells”). We owned 19 of these data center shells through unconsolidated real estate joint ventures;
- a wholesale data center with a critical load of 19.25 megawatts;
- 14 properties under development or redevelopment (11 office properties and three data center shells), including three partially-operational properties, that we estimate will total approximately 2.0 million square feet upon completion; and
- approximately 770 acres of land controlled for future development that we believe could be developed into approximately 9.2 million square feet and 43 acres of other land.

We conduct almost all of our operations and own almost all of our assets through our operating partnership, Corporate Office Properties, L.P. (“COPLP”) and subsidiaries (collectively, the “Operating Partnership”), of which COPT is the sole general partner. COPLP owns real estate directly and through subsidiary partnerships and limited liability companies (“LLCs”). In addition to owning real estate, COPLP also owns subsidiaries that provide real estate services such as property management, development and construction services primarily for our properties but also for third parties. Some of these services are performed by a taxable REIT subsidiary (“TRS”).

Equity interests in COPLP are in the form of common and preferred units. As of June 30, 2021, COPT owned 98.3% of the outstanding COPLP common units (“common units”) and there were no preferred units outstanding. Common units not owned by COPT carry certain redemption rights. The number of common units owned by COPT is equivalent to the number of outstanding common shares of beneficial interest (“common shares”) of COPT, and the entitlement of common units to quarterly distributions and payments in liquidation is substantially the same as that of COPT common shareholders.

COPT’s common shares are publicly traded on the New York Stock Exchange (“NYSE”) under the ticker symbol “OFC”.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The consolidated financial statements include the accounts of COPT, the Operating Partnership, their subsidiaries and other entities in which COPT has a majority voting interest and control. We also consolidate certain entities when control of such entities can be achieved through means other than voting rights (“variable interest entities” or “VIEs”) if we are deemed to be the primary beneficiary of such entities. We eliminate all intercompany balances and transactions in consolidation.

We use the equity method of accounting when we own an interest in an entity and can exert significant influence over but cannot control the entity’s operations. We discontinue equity method accounting if our investment in an entity (and net advances) is reduced to zero unless we have guaranteed obligations of the entity or are otherwise committed to provide further financial support for the entity.

When we own an equity investment in an entity and cannot exert significant influence over its operations, we measure the investment at fair value, with changes recognized through net income. For an investment without a readily determinable fair value, we measure the investment at cost, less any impairments, plus or minus changes resulting from observable price changes for an identical or similar investment of the same issuer.

These interim financial statements should be read together with the consolidated financial statements and notes thereto as

of and for the year ended December 31, 2020 included in the Company's and Operating Partnership's 2020 Annual Report on Form 10-K. The unaudited consolidated financial statements include all adjustments that are necessary, in the opinion of management, to fairly state our financial position and results of operations. All adjustments are of a normal recurring nature. The consolidated financial statements have been prepared using the accounting policies described in the Company's and Operating Partnership's 2020 Annual Report on Form 10-K as updated for our adoption of recent accounting pronouncements discussed below.

### **Reclassification**

We reclassified certain amounts from the prior period to conform to the current period presentation of our consolidated financial statements with no effect on previously reported net income or equity.

### **Recent Accounting Pronouncements**

In March 2020, the Financial Accounting Standards Board issued guidance containing practical expedients for reference rate reform related activities pertaining to debt, leases, derivatives and other contracts. The guidance is optional and may be elected over time as reference rate reform activities occur. In 2020, we elected to apply an expedient to treat any changes in loans resulting from reference rate reform as debt modifications (as opposed to extinguishments) and hedge accounting expedients related to probability and the assessments of effectiveness for future LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the corresponding derivatives. Application of the hedge accounting expedients preserves the presentation of derivatives consistent with past presentation. We will continue to evaluate the impact of this guidance and may apply other elections as applicable as additional changes in the market occur.

## **3. Fair Value Measurements**

### **Recurring Fair Value Measurements**

We have a non-qualified elective deferred compensation plan for Trustees and certain members of our management team that, prior to December 31, 2019, permitted participants to defer up to 100% of their compensation on a pre-tax basis and receive a tax-deferred return on such deferrals. Effective December 31, 2019, no new investments of deferred compensation were eligible for the plan. The assets held in the plan (comprised primarily of mutual funds and equity securities) and the corresponding liability to the participants are measured at fair value on a recurring basis on our consolidated balance sheets using quoted market prices, as are other marketable securities that we hold. The balance of the plan, which was fully funded and totaled \$2.7 million as of June 30, 2021, is included in the line entitled "prepaid expenses and other assets, net" on our consolidated balance sheets along with an insignificant amount of other marketable securities. The offsetting liability associated with the plan is adjusted to fair value at the end of each accounting period based on the fair value of the plan assets and reported in "other liabilities" on our consolidated balance sheets. The assets of the plan are classified in Level 1 of the fair value hierarchy, while the offsetting liability is classified in Level 2 of the fair value hierarchy.

The fair values of our interest rate derivatives are determined using widely accepted valuation techniques, including a discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate market data and implied volatilities in such interest rates. While we determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with our interest rate derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default. However, as of June 30, 2021, we assessed the significance of the impact of the credit valuation adjustments on the overall valuation of our derivatives and determined that these adjustments are not significant. As a result, we determined that our interest rate derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The carrying values of cash and cash equivalents, restricted cash, accounts receivable, other assets (excluding investing receivables) and accounts payable and accrued expenses are reasonable estimates of their fair values because of the short maturities of these instruments. The fair values of our investing receivables, as disclosed in Note 7, were based on the discounted estimated future cash flows of the loans (categorized within Level 3 of the fair value hierarchy); the discount rates used approximate current market rates for loans with similar maturities and credit quality, and the estimated cash payments include scheduled principal and interest payments. For our disclosure of debt fair values in Note 9, we estimated the fair value of our unsecured senior notes based on quoted market rates for publicly-traded debt (categorized within Level 2 of the fair value hierarchy) and estimated the fair value of our other debt based on the discounted estimated future cash payments to be made on such debt (categorized within Level 3 of the fair value hierarchy); the discount rates used approximate current market rates for loans, or groups of loans, with similar maturities and credit quality, and the estimated future payments include scheduled

principal and interest payments. Fair value estimates are made as of a specific point in time, are subjective in nature and involve uncertainties and matters of significant judgment.

For additional fair value information, refer to Note 7 for investing receivables, Note 9 for debt and Note 10 for interest rate derivatives.

The table below sets forth our financial assets and liabilities accounted for at fair value on a recurring basis as of June 30, 2021 and the hierarchy level of inputs used in measuring their respective fair values under applicable accounting standards (in thousands):

Description	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
<b>Assets:</b>				
Marketable securities in deferred compensation plan (1)				
Mutual funds	\$ 2,648	\$ —	\$ —	\$ 2,648
Other	14	—	—	14
Other marketable securities (1)	33	—	—	33
Interest rate derivatives (1)	—	46	—	46
<b>Total assets</b>	<b>\$ 2,695</b>	<b>\$ 46</b>	<b>\$ —</b>	<b>\$ 2,741</b>
<b>Liabilities:</b>				
Deferred compensation plan liability (2)	\$ —	\$ 2,662	\$ —	\$ 2,662
Interest rate derivatives	—	6,646	—	6,646
<b>Total liabilities</b>	<b>\$ —</b>	<b>\$ 9,308</b>	<b>\$ —</b>	<b>\$ 9,308</b>

(1) Included in the line entitled “prepaid expenses and other assets, net” on our consolidated balance sheet.

(2) Included in the line entitled “other liabilities” on our consolidated balance sheet.

#### 4. Properties, Net

Operating properties, net consisted of the following (in thousands):

	June 30, 2021	December 31, 2020
Land	\$ 527,994	\$ 528,269
Buildings and improvements	3,753,620	3,711,264
Less: Accumulated depreciation	(1,182,432)	(1,124,253)
<b>Operating properties, net</b>	<b>\$ 3,099,182</b>	<b>\$ 3,115,280</b>

#### 2021 Dispositions

On June 2, 2021, we sold a 90% interest in two data center shell properties in Northern Virginia based on an aggregate property value of \$118.8 million and retained a 10% interest in the properties through B RE COPT DC JV III LLC, a newly-formed joint venture. Our partner in the joint venture acquired the 90% interest from us for \$106.9 million. We account for our interest in the joint venture using the equity method of accounting as described further in Note 6. We recognized a gain on sale of \$40.3 million.

#### 2021 Development Activities

During the six months ended June 30, 2021, we placed into service 243,000 square feet in four newly-developed properties. As of June 30, 2021, we had 13 properties under development, including three partially-operational properties, that we estimate will total 1.9 million square feet upon completion and one property under redevelopment that we estimate will total 57,000 square feet upon completion.

## 5. Leases

### Lessor Arrangements

We lease real estate properties, comprised primarily of office properties and data center shells, to third parties. These leases encompass all, or a portion, of properties, with various expiration dates. Our lease revenue is comprised of: fixed lease revenue, including contractual rent billings under leases recognized on a straight-line basis over lease terms and amortization of lease incentives and above- and below- market lease intangibles; and variable lease revenue, including tenant expense recoveries, lease termination revenue and other revenue from tenants that is not fixed under the lease. The table below sets forth our composition of lease revenue recognized between fixed and variable lease revenue (in thousands):

Lease revenue	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Fixed	\$ 113,423	\$ 103,993	\$ 225,848	\$ 208,102
Variable	30,235	28,154	62,434	55,057
	<u>\$ 143,658</u>	<u>\$ 132,147</u>	<u>\$ 288,282</u>	<u>\$ 263,159</u>

Fixed contractual payments due under our property leases were as follows (in thousands):

Year Ending December 31,	As of June 30, 2021	
	Operating leases	Sales-type leases
2021 (1)	\$ 215,266	\$ 442
2022	398,730	960
2023	346,493	960
2024	299,455	960
2025	220,803	960
Thereafter	879,852	4,516
Total contractual payments	<u>\$ 2,360,599</u>	<u>8,798</u>
Less: Amount representing interest		(2,393)
Net investment in sales-type leases		<u>\$ 6,405</u>

(1) Represents the six months ending December 31, 2021.

### Lessee Arrangements

As of June 30, 2021, our balance sheet included \$79.4 million in right-of-use assets associated primarily with land leased from third parties underlying certain properties that we are operating or developing, with various expiration dates. Our property right-of-use assets consisted of the following (in thousands):

Leases	Balance Sheet Location	June 30, 2021	December 31, 2020
Right-of-use assets			
Operating leases - Property	Property - operating right-of-use assets	\$ 39,333	\$ 40,570
Finance leases - Property	Property - finance right-of-use assets	40,082	40,425
Total right-of-use assets		<u>\$ 79,415</u>	<u>\$ 80,995</u>

Property lease liabilities consisted of the following (in thousands):

Leases	Balance Sheet Location	June 30, 2021	December 31, 2020
Lease liabilities			
Operating leases - Property	Property - operating lease liabilities	\$ 29,909	\$ 30,746
Finance leases - Property	Other liabilities	18	28
Total lease liabilities		<u>\$ 29,927</u>	<u>\$ 30,774</u>

The table below sets forth the weighted average terms and discount rates of our property leases as of June 30, 2021:

Weighted average remaining lease term	
Operating leases	51 years
Finance leases	< 1 year
Weighted average discount rate	
Operating leases	7.16 %
Finance leases	3.62 %

The table below presents our total property lease cost (in thousands):

Lease cost	Statement of Operations Location	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
		2021	2020	2021	2020
Operating lease cost					
Property leases - fixed	Property operating expenses	\$ 1,013	\$ 440	\$ 1,986	\$ 867
Property leases - variable	Property operating expenses	10	5	20	9
Finance lease cost					
Amortization of property right-of-use assets	Property operating expenses	9	9	18	18
		<u>\$ 1,032</u>	<u>\$ 454</u>	<u>\$ 2,024</u>	<u>\$ 894</u>

The table below presents the effect of property lease payments on our consolidated statements of cash flows (in thousands):

Supplemental cash flow information	For the Six Months Ended June 30,	
	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	\$ 1,586	\$ 541
Financing cash flows for financing leases	\$ 10	\$ 14

Payments on property leases were due as follows (in thousands):

Year Ending December 31,	As of June 30, 2021		
	Operating leases	Finance leases	Total
2021 (1)	\$ 1,610	\$ 4	\$ 1,614
2022	3,297	14	3,311
2023	3,352	—	3,352
2024	3,403	—	3,403
2025	1,749	—	1,749
Thereafter	123,979	—	123,979
Total lease payments	137,390	18	137,408
Less: Amount representing interest	(107,481)	—	(107,481)
Lease liability	<u>\$ 29,909</u>	<u>\$ 18</u>	<u>\$ 29,927</u>

(1) Represents the six months ending December 31, 2021.

## 6. Real Estate Joint Ventures

### Consolidated Real Estate Joint Ventures

The table below sets forth information pertaining to our investments in consolidated real estate joint ventures as of June 30, 2021 (dollars in thousands):

Entity	Date Acquired	Nominal Ownership %	Location	June 30, 2021 (1)		
				Total Assets	Encumbered Assets	Total Liabilities
LW Redstone Company, LLC (2)	3/23/2010	85%	Huntsville, Alabama	\$ 429,103	\$ 90,985	\$ 89,943
Stevens Investors, LLC	8/11/2015	95%	Washington, DC	163,349	162,141	89,142
M Square Associates, LLC	6/26/2007	50%	College Park, Maryland	101,228	61,395	52,767
				<u>\$ 693,680</u>	<u>\$ 314,521</u>	<u>\$ 231,852</u>

(1) Excludes amounts eliminated in consolidation.

(2) While net cash flow distributions to the partners vary depending on the source of the funds distributed, cash flows are generally distributed as follows: (1) cumulative preferred returns of 13.5% on our partner's \$9.0 million in invested capital; (2) cumulative preferred returns of 13.5% on our invested capital; (3) return of our invested capital; (4) return of our partner's invested capital; and (5) any remaining residual 85% to us and 15% to our partner.

### Unconsolidated Real Estate Joint Ventures

The table below sets forth information pertaining to our investments in unconsolidated real estate joint ventures accounted for using the equity method of accounting (dollars in thousands):

Entity	Date Acquired	Nominal Ownership %	Number of Properties	Carrying Value of Investment (1)	
				June 30, 2021	December 31, 2020
B RE COPT DC JV II LLC (2)	10/30/2020	10%	8	\$ 15,877	\$ 15,988
BREIT COPT DC JV LLC	6/20/2019	10%	9	12,840	13,315
B RE COPT DC JV III LLC	6/2/2021	10%	2	11,869	—
			<u>19</u>	<u>\$ 40,586</u>	<u>\$ 29,303</u>

(1) Included in the line entitled "investment in unconsolidated real estate joint ventures" on our consolidated balance sheets.

(2) Our investment in B RE COPT DC JV II LLC was lower than our share of the joint venture's equity by \$7.3 million as of June 30, 2021 and \$7.4 million as of December 31, 2020 due to a difference between our cost basis and our share of the joint venture's underlying equity in its net assets. We recognize adjustments to our share of the joint venture's earnings and losses resulting from this basis difference in the underlying assets of the joint venture.

As described further in Note 4, on June 2, 2021, we sold a 90% interest in two data center shell properties in Northern Virginia and retained a 10% interest in the properties through B RE COPT DC JV III LLC, a newly-formed joint venture. We concluded that the joint venture is a variable interest entity. Under the terms of the joint venture agreement, we and our partner receive returns in proportion to our investments, and our maximum exposure to losses is limited to our investment, subject to certain indemnification obligations with respect to any nonrecourse debt secured by the properties. The nature of our involvement in the activities of the joint venture does not give us power over decisions that significantly affect its economic performance.

## 7. Investing Receivables

Investing receivables consisted of the following (in thousands):

	June 30, 2021	December 31, 2020
Notes receivable from the City of Huntsville	\$ 69,165	\$ 65,564
Other investing loans receivable	6,040	6,041
Amortized cost basis	75,205	71,605
Allowance for credit losses	(2,132)	(2,851)
Investing receivables, net	<u>\$ 73,073</u>	<u>\$ 68,754</u>

The balances above include accrued interest receivable, net of allowance for credit losses, of \$1.8 million as of June 30, 2021 and \$4.8 million as of December 31, 2020.

Our notes receivable from the City of Huntsville funded infrastructure costs in connection with our LW Redstone Company, LLC joint venture (see Note 6) and carry an interest rate of 9.95%. Our other investing loans receivable carry an interest rate of 8.0%.

The fair value of these receivables was approximately \$76 million as of June 30, 2021 and \$73 million as of December 31, 2020.

#### 8. Prepaid Expenses and Other Assets, Net

Prepaid expenses and other assets, net consisted of the following (in thousands):

	June 30, 2021	December 31, 2020
Lease incentives, net	\$ 37,665	\$ 35,642
Furniture, fixtures and equipment, net	9,993	10,433
Construction contract costs in excess of billings, net	9,766	10,343
Net investment in sales-type leases	6,405	6,573
Non-real estate equity investments	5,541	5,509
Restricted cash	4,593	3,664
Prepaid expenses	4,516	19,690
Marketable securities in deferred compensation plan	2,662	3,027
Deferred tax asset, net (1)	1,928	1,989
Deferred financing costs, net (2)	1,876	2,439
Other assets	7,212	5,274
Prepaid expenses and other assets, net	<u>\$ 92,157</u>	<u>\$ 104,583</u>

(1) Includes a valuation allowance of \$41,000 as of June 30, 2021 and \$201,000 as of December 31, 2020.

(2) Represents deferred costs, net of accumulated amortization, attributable to our Revolving Credit Facility and interest rate derivatives.



## 9. Debt, Net

Our debt consisted of the following (dollars in thousands):

	Carrying Value (1) as of		June 30, 2021	
	June 30, 2021	December 31, 2020	Stated Interest Rates	Scheduled Maturity
<b>Mortgage and Other Secured Debt:</b>				
Fixed rate mortgage debt (2)	\$ 138,209	\$ 139,991	3.82% - 4.62% (3)	2023-2026
Variable rate secured debt (4)	121,126	115,119	LIBOR + 1.45% to 2.35% (5)	2022-2026
Total mortgage and other secured debt	259,335	255,110		
Revolving Credit Facility (6)	169,000	143,000	LIBOR + 0.775% to 1.45% (7)	March 2023 (6)
Term Loan Facility	398,837	398,447	LIBOR + 1.00% to 1.65% (8)	December 2022
<b>Unsecured Senior Notes</b>				
5.00%, \$300,000 aggregate principal	298,127	297,915	5.00% (9)	July 2025
2.25%, \$400,000 aggregate principal	394,975	394,464	2.25% (10)	March 2026
2.75%, \$600,000 aggregate principal	588,538	—	2.75% (11)	April 2031
3.60%, \$350,000 aggregate principal	—	348,888	3.60% (12)	N/A (11)
5.25%, \$250,000 aggregate principal	—	248,194	5.25% (13)	N/A (12)
Unsecured note payable	828	900	0% (14)	May 2026
Total debt, net	\$ 2,109,640	\$ 2,086,918		

- (1) The carrying values of our debt other than the Revolving Credit Facility reflect net deferred financing costs of \$ 5.9 million as of June 30, 2021 and December 31, 2020.
- (2) Certain of the fixed rate mortgages carry interest rates that, upon assumption, were above or below market rates and therefore were recorded at their fair value based on applicable effective interest rates. The carrying values of these loans reflect net unamortized premiums totaling \$124,000 as of June 30, 2021 and \$155,000 as of December 31, 2020.
- (3) The weighted average interest rate on our fixed rate mortgage debt was 4.16% as of June 30, 2021.
- (4) Includes a construction loan with \$23.6 million in remaining borrowing capacity as of June 30, 2021.
- (5) The weighted average interest rate on our variable rate secured debt was 2.23% as of June 30, 2021.
- (6) The facility matures in March 2023, with the ability for us to further extend such maturity by two six-month periods at our option, provided that there is no default under the facility and we pay an extension fee of 0.075% of the total availability under the facility for each extension period. In connection with this facility, we also have the ability to borrow up to \$500.0 million under new term loans from the facility's lender group provided that there is no default under the facility and subject to the approval of the lenders.
- (7) The weighted average interest rate on the Revolving Credit Facility was 1.19% as of June 30, 2021.
- (8) The interest rate on this loan was 1.34% as of June 30, 2021.
- (9) The carrying value of these notes reflects an unamortized discount totaling \$1.6 million as of June 30, 2021 and \$1.8 million as of December 31, 2020. The effective interest rate under the notes, including amortization of the issuance costs, was 5.15%.
- (10) The carrying value of these notes reflects an unamortized discount totaling \$4.1 million as of June 30, 2021 and \$4.5 million as of December 31, 2020. The effective interest rate under the notes, including amortization of the issuance costs, was 2.48%.
- (11) Refer to paragraph below for further disclosure.
- (12) The carrying value of these notes reflects an unamortized discount totaling \$781,000 as of December 31, 2020. The effective interest rate under the notes, including amortization of the issuance costs, was 3.70%. Refer to paragraph below for further disclosure.
- (13) The carrying value of these notes reflects an unamortized discount totaling \$1.6 million as of December 31, 2020. The effective interest rate under the notes, including amortization of the issuance costs, was 5.49%. Refer to paragraph below for further disclosure.
- (14) This note carries an interest rate that, upon assumption, was below market rates and it therefore was recorded at its fair value based on applicable effective interest rates. The carrying value of this note reflects an unamortized discount totaling \$133,000 as of June 30, 2021 and \$161,000 as of December 31, 2020.

All debt is owed by the Operating Partnership. While COPT is not directly obligated by any debt, it has guaranteed COPLP's Revolving Credit Facility, Term Loan Facility and Unsecured Senior Notes.

On March 11, 2021, we issued \$600.0 million of 2.75% Senior Notes due 2031 (the "2.75% Notes") at an initial offering price of 98.95% of their face value. The proceeds from this issuance, after deducting underwriting discounts, but before other offering expenses, were \$589.8 million. The notes mature on April 15, 2031. We may redeem the notes, in whole at any time or in part from time to time, at our option, at a redemption price equal to the greater of (1) the aggregate principal amount of the notes being redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption) discounted to its present value, on a semi-annual basis at an adjusted treasury rate plus a spread of 25 basis points, plus accrued and unpaid interest thereon to the date of redemption. However, if this redemption occurs on or after three months prior to the maturity date, the redemption price will be equal to 100% of the principal amount of the notes being redeemed, plus accrued and unpaid interest thereon to, but not

including, the redemption date. These notes are unconditionally guaranteed by COPT. The carrying value of these notes reflects an unamortized discount totaling \$9.9 million as of June 30, 2021. The effective interest rate under the notes, including amortization of discount and issuance costs, was 2.94%.

With regard to our 3.60% Senior Notes due 2023 (the “3.60% Notes”) and 5.25% Senior Notes due 2024 (the “5.25% Notes”), we:

- effective March 11, 2021, purchased pursuant to tender offers \$184.4 million of 3.60% Notes for \$196.7 million and \$145.6 million of 5.25% Notes for \$164.7 million, plus accrued interest; and
- on April 12, 2021, redeemed the remaining \$165.6 million of 3.60% Notes for \$176.3 million and \$104.4 million of 5.25% Notes for \$117.7 million, plus accrued interest.

In connection with these purchases and redemptions, we recognized a loss on early extinguishment of debt of \$5.2 million in the three months ended June 30, 2021 and \$58.4 million in the six months ended June 30, 2021.

Certain of our debt instruments require that we comply with a number of restrictive financial covenants. As of June 30, 2021, we were compliant with these financial covenants.

We capitalized interest costs of \$1.7 million in the three months ended June 30, 2021, \$3.2 million in the three months ended June 30, 2020, \$3.5 million in the six months ended June 30, 2021 and \$6.5 million in the six months ended June 30, 2020.

The following table sets forth information pertaining to the fair value of our debt (in thousands):

	June 30, 2021		December 31, 2020	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Fixed-rate debt				
Unsecured Senior Notes	\$ 1,281,640	\$ 1,324,953	\$ 1,289,461	\$ 1,334,342
Other fixed-rate debt	139,037	138,241	140,891	142,838
Variable-rate debt	688,963	691,144	656,566	654,102
	<u>\$ 2,109,640</u>	<u>\$ 2,154,338</u>	<u>\$ 2,086,918</u>	<u>\$ 2,131,282</u>

## 10. Interest Rate Derivatives

The following table sets forth the key terms and fair values of our interest rate swap derivatives, each of which was designated as a cash flow hedge of interest rate risk (dollars in thousands):

Notional Amount	Fixed Rate	Floating Rate Index	Effective Date	Expiration Date	Fair Value at	
					June 30, 2021	December 31, 2020
\$ 100,000	1.901%	One-Month LIBOR	9/1/2016	12/1/2022	\$ (2,477)	\$ (3,394)
\$ 100,000	1.905%	One-Month LIBOR	9/1/2016	12/1/2022	(2,483)	(3,401)
\$ 50,000	1.908%	One-Month LIBOR	9/1/2016	12/1/2022	(1,244)	(1,704)
\$ 11,200 (1)	1.678%	One-Month LIBOR	8/1/2019	8/1/2026	(442)	(733)
\$ 23,000 (2)	0.573%	One-Month LIBOR	4/1/2020	3/26/2025	46	(290)
					<u>\$ (6,600)</u>	<u>\$ (9,522)</u>

- (1) The notional amount of this instrument is scheduled to amortize to \$10.0 million.  
(2) The notional amount of this instrument is scheduled to amortize to \$22.1 million.

The table below sets forth the fair value of our interest rate derivatives as well as their classification on our consolidated balance sheets (in thousands):

Derivatives	Balance Sheet Location	Fair Value at	
		June 30, 2021	December 31, 2020
Interest rate swaps designated as cash flow hedges	Prepaid expenses and other assets, net	\$ 46	\$ —
Interest rate swaps designated as cash flow hedges	Interest rate derivatives (liabilities)	\$ (6,646)	\$ (9,522)

The tables below presents the effect of our interest rate derivatives on our consolidated statements of operations and comprehensive income (in thousands):

Derivatives in Hedging Relationships	Amount of (Loss) Income Recognized in AOCL on Derivatives				Amount of Loss Reclassified from AOCL into Interest Expense on Statement of Operations			
	For the Three Months Ended June 30,		For the Six Months Ended June 30,		For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020	2021	2020	2021	2020
Interest rate derivatives	\$ (240)	\$ (3,315)	\$ 544	\$ (41,020)	\$ (1,203)	\$ (935)	\$ (2,378)	\$ (1,066)

Based on the fair value of our derivatives as of June 30, 2021, we estimate that approximately \$7.7 million of losses will be reclassified from AOCL as an increase to interest expense over the next 12 months.

We have agreements with each of our interest rate derivative counterparties that contain provisions under which, if we default or are capable of being declared in default on defined levels of our indebtedness, we could also be declared in default on our derivative obligations. Failure to comply with the loan covenant provisions could result in our being declared in default on any derivative instrument obligations covered by the agreements. As of June 30, 2021, we were not in default with any of these provisions. As of June 30, 2021, the fair value of interest rate derivatives in a liability position related to these agreements was \$6.7 million, excluding the effects of accrued interest and credit valuation adjustments. As of June 30, 2021, we had not posted any collateral related to these agreements. If we breach any of these provisions, we could be required to settle our obligations under the agreements at their termination value, which was \$7.1 million as of June 30, 2021.

## 11. Redeemable Noncontrolling Interests

Our partners in two real estate joint ventures, LW Redstone Company, LLC and Stevens Investors, LLC, have the right to require us to acquire their respective interests at fair value; accordingly, we classify the fair value of our partners' interests as redeemable noncontrolling interests in the mezzanine section of our consolidated balance sheets. The table below sets forth the activity for these redeemable noncontrolling interests (in thousands):

	For the Six Months Ended June 30,	
	2021	2020
Beginning balance	\$ 25,430	\$ 29,431
Distributions to noncontrolling interests	(1,165)	(12,695)
Net income attributable to noncontrolling interests	1,153	2,075
Adjustment to arrive at fair value of interests	622	4,337
Ending balance	\$ 26,040	\$ 23,148

We determine the fair value of the interests based on unobservable inputs after considering the assumptions that market participants would make in pricing the interest. We apply a discount rate to the estimated future cash flows allocable to our partners from the properties underlying the respective joint ventures. Estimated cash flows used in such analyses are based on our plans for the properties and our views of market and economic conditions, and consider items such as current and future rental rates, occupancy projections and estimated operating and development expenditures.

## 12. Equity

### Common Shares

As of June 30, 2021, we had remaining capacity under our at-the-market stock offering program equal to an aggregate gross sales price of \$00 million in common share sales.

During the six months ended June 30, 2021, certain COPLP limited partners converted 8,054 common units in COPLP for an equal number of common shares.

We declared dividends per common share of \$0.275 in the three months ended June 30, 2021 and 2020 and \$0.550 in the six months ended June 30, 2021 and 2020.

See Note 16 for disclosure of COPT common share and COPLP common unit activity pertaining to our share-based compensation plans.

### 13. Credit Losses, Financial Assets and Other Instruments

The table below sets forth the activity for the allowance for credit losses (in thousands):

	For the Six Months Ended June 30, 2021			
	Investing Receivables	Tenant Notes Receivable (1)	Other Assets (2)	Total
December 31, 2020	\$ 2,851	\$ 1,203	\$ 643	\$ 4,697
Credit loss (recoveries) expense	(719)	(77)	82	(714)
June 30, 2021	\$ 2,132	\$ 1,126	\$ 725	\$ 3,983

(1) Included in the line entitled "accounts receivable, net" on our consolidated balance sheets.

(2) The balance as of June 30, 2021 and December 31, 2020 included \$89,000 and \$257,000, respectively, in the line entitled "accounts receivable, net" and \$636,000 and \$386,000, respectively, in the line entitled "prepaid expenses and other assets, net" on our consolidated balance sheets.

The following table presents the amortized cost basis of our investing receivables, tenant notes receivable and sales-type lease receivables by credit risk classification, by origination year as of June 30, 2021 (in thousands):

	Origination Year						Total
	2016 and Earlier	2017	2018	2019	2020	2021	
<b>Investing receivables:</b>							
Credit risk classification:							
Investment grade	\$ 67,112	\$ 1,019	\$ —	\$ —	\$ 1,028	\$ 6	\$ 69,165
Non-investment grade	—	—	—	6,040	—	—	6,040
Total	\$ 67,112	\$ 1,019	\$ —	\$ 6,040	\$ 1,028	\$ 6	\$ 75,205
<b>Tenant notes receivable:</b>							
Credit risk classification:							
Investment grade	\$ —	\$ —	\$ 965	\$ 74	\$ 308	\$ —	\$ 1,347
Non-investment grade	234	—	149	157	1,803	—	2,343
Total	\$ 234	\$ —	\$ 1,114	\$ 231	\$ 2,111	\$ —	\$ 3,690
<b>Sales-type lease receivables:</b>							
Credit risk classification:							
Investment grade	\$ —	\$ —	\$ —	\$ —	\$ 6,405	\$ —	\$ 6,405

Our investment grade credit risk classification represents entities with investment grade credit ratings from ratings agencies (such as Standard & Poor's Ratings Services, Moody's Investors Service, Inc. or Fitch Ratings Ltd.), meaning that they are considered to have at least an adequate capacity to meet their financial commitments, with credit risk ranging from minimal to moderate. Our non-investment grade credit risk classification represents entities with either no credit agency credit ratings or ratings deemed to be sub-investment grade; we believe that there is significantly more credit risk associated with this classification. The credit risk classifications of our investing receivables and tenant notes receivable were last updated in June 2021.

An insignificant portion of the investing and tenant notes receivables set forth above was past due, which we define as being delinquent by more than three months from the due date.

Notes receivable on nonaccrual status as of June 30, 2021 and December 31, 2020 were not significant. We did not recognize any interest income on notes receivable on nonaccrual status during the three or six months ended June 30, 2021 and 2020.

#### **14. Information by Business Segment**

We have the following reportable segments: Defense/IT Locations; Regional Office; Wholesale Data Center; and Other. We also report on Defense/IT Locations sub-segments, which include the following: Fort George G. Meade and the Baltimore/Washington Corridor (“Fort Meade/BW Corridor”); Northern Virginia Defense/IT Locations; Lackland Air Force Base (in San Antonio); locations serving the U.S. Navy (“Navy Support Locations”), which included properties proximate to the Washington Navy Yard, the Naval Air Station Patuxent River in Maryland and the Naval Surface Warfare Center Dahlgren Division in Virginia; Redstone Arsenal (in Huntsville); and data center shells (properties leased to tenants to be operated as data centers in which the tenants fund the costs for the power, fiber connectivity and data center infrastructure).

We measure the performance of our segments through the measure we define as net operating income from real estate operations (“NOI from real estate operations”), which includes: real estate revenues and property operating expenses; and the net of revenues and property operating expenses of real estate operations owned through unconsolidated real estate joint ventures (“UJVs”) that is allocable to our ownership interest (“UJV NOI allocable to COPT”). Amounts reported for segment assets represent long-lived assets associated with consolidated operating properties (including the carrying value of properties, right-of-use assets, net of related lease liabilities, intangible assets, deferred leasing costs, deferred rents receivable and lease incentives) and the carrying value of investments in UJVs owning operating properties. Amounts reported as additions to long-lived assets represent additions to existing consolidated operating properties, excluding transfers from non-operating properties, which we report separately.

The table below reports segment financial information for our reportable segments (in thousands):

**Defense/Information Technology Locations**

	Fort Meade/BW Corridor	Northern Virginia Defense/IT	Lackland Air Force Base	Navy Support Locations	Redstone Arsenal	Data Center Shells	Total Defense/IT Locations	Regional Office	Operating Wholesale Data Center	Other	Total
<b>Three Months Ended June 30, 2021</b>											
Revenues from real estate operations	\$ 64,840	\$ 14,712	\$ 13,688	\$ 8,445	\$ 8,775	\$ 8,070	\$ 118,530	\$ 16,884	\$ 8,175	\$ 834	\$ 144,423
Property operating expenses	(21,714)	(5,538)	(7,506)	(3,227)	(2,968)	(777)	(41,730)	(7,842)	(4,629)	(415)	(54,616)
UJV NOI allocable to COPT	—	—	—	—	—	973	973	—	—	—	973
NOI from real estate operations	\$ 43,126	\$ 9,174	\$ 6,182	\$ 5,218	\$ 5,807	\$ 8,266	\$ 77,773	\$ 9,042	\$ 3,546	\$ 419	\$ 90,780
Additions to long-lived assets	\$ 11,511	\$ 1,022	\$ —	\$ 1,205	\$ 3,053	\$ —	\$ 16,791	\$ 4,089	\$ 121	\$ 9	\$ 21,010
Transfers from non-operating properties	\$ 784	\$ 25	\$ 49,218	\$ —	\$ 1,288	\$ 1,017	\$ 52,332	\$ 38,000	\$ —	\$ —	\$ 90,332
<b>Three Months Ended June 30, 2020</b>											
Revenues from real estate operations	\$ 62,698	\$ 14,447	\$ 13,257	\$ 8,119	\$ 4,647	\$ 7,076	\$ 110,244	\$ 15,162	\$ 6,455	\$ 677	\$ 132,538
Property operating expenses	(20,859)	(5,335)	(7,785)	(3,171)	(1,612)	(789)	(39,551)	(6,888)	(3,463)	(302)	(50,204)
UJV NOI allocable to COPT	—	—	—	—	—	1,725	1,725	—	—	—	1,725
NOI from real estate operations	\$ 41,839	\$ 9,112	\$ 5,472	\$ 4,948	\$ 3,035	\$ 8,012	\$ 72,418	\$ 8,274	\$ 2,992	\$ 375	\$ 84,059
Additions to long-lived assets	\$ 6,958	\$ 3,204	\$ —	\$ 2,110	\$ 146	\$ —	\$ 12,418	\$ 4,445	\$ 7,904	\$ 103	\$ 24,870
Transfers from non-operating properties	\$ 3,975	\$ 524	\$ 145	\$ —	\$ 29,171	\$ 49,964	\$ 83,779	\$ —	\$ —	\$ —	\$ 83,779
<b>Six Months Ended June 30, 2021</b>											
Revenues from real estate operations	\$ 131,286	\$ 29,923	\$ 26,243	\$ 16,843	\$ 17,028	\$ 16,857	\$ 238,180	\$ 33,561	\$ 16,265	\$ 1,581	\$ 289,587
Property operating expenses	(46,385)	(11,414)	(14,380)	(6,660)	(5,522)	(1,859)	(86,220)	(15,506)	(9,050)	(814)	(111,590)
UJV NOI allocable to COPT	—	—	—	—	—	1,890	1,890	—	—	—	1,890
NOI from real estate operations	\$ 84,901	\$ 18,509	\$ 11,863	\$ 10,183	\$ 11,506	\$ 16,888	\$ 153,850	\$ 18,055	\$ 7,215	\$ 767	\$ 179,887
Additions to long-lived assets	\$ 18,392	\$ 1,307	\$ —	\$ 1,757	\$ 3,311	\$ —	\$ 24,767	\$ 8,111	\$ 349	\$ 13	\$ 33,240
Transfers from non-operating properties	\$ 1,140	\$ 113	\$ 49,269	\$ —	\$ 14,205	\$ 2,002	\$ 66,729	\$ 38,357	\$ —	\$ —	\$ 105,086
Segment assets at June 30, 2021	\$ 1,266,622	\$ 385,050	\$ 189,418	\$ 174,633	\$ 295,672	\$ 353,797	\$ 2,665,192	\$ 538,518	\$ 196,395	\$ 3,453	\$ 3,403,558
<b>Six Months Ended June 30, 2020</b>											
Revenues from real estate operations	\$ 127,136	\$ 28,125	\$ 25,333	\$ 16,460	\$ 9,323	\$ 12,653	\$ 219,030	\$ 30,622	\$ 13,627	\$ 1,375	\$ 264,654
Property operating expenses	(42,081)	(10,520)	(14,580)	(6,456)	(3,459)	(1,446)	(78,542)	(14,425)	(6,696)	(540)	(100,203)
UJV NOI allocable to COPT	—	—	—	—	—	3,438	3,438	—	—	—	3,438
NOI from real estate operations	\$ 85,055	\$ 17,605	\$ 10,753	\$ 10,004	\$ 5,864	\$ 14,645	\$ 143,926	\$ 16,197	\$ 6,931	\$ 835	\$ 167,889
Additions to long-lived assets	\$ 14,633	\$ 5,895	\$ —	\$ 3,868	\$ 316	\$ —	\$ 24,712	\$ 7,802	\$ 8,782	\$ 168	\$ 41,464
Transfers from non-operating properties	\$ 4,513	\$ 780	\$ 160	\$ —	\$ 30,307	\$ 106,196	\$ 141,956	\$ —	\$ —	\$ —	\$ 141,956
Segment assets at June 30, 2020	\$ 1,271,790	\$ 394,363	\$ 144,253	\$ 181,744	\$ 167,161	\$ 382,749	\$ 2,542,060	\$ 389,058	\$ 205,711	\$ 3,710	\$ 3,140,539

The following table reconciles our segment revenues to total revenues as reported on our consolidated statements of operations (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Segment revenues from real estate operations	\$ 144,423	\$ 132,538	\$ 289,587	\$ 264,654
Construction contract and other service revenues	19,988	12,236	36,546	25,917
Total revenues	<u>\$ 164,411</u>	<u>\$ 144,774</u>	<u>\$ 326,133</u>	<u>\$ 290,571</u>

The following table reconciles UJV NOI allocable to COPT to equity in income of unconsolidated entities as reported on our consolidated statements of operations (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
UJV NOI allocable to COPT	\$ 973	\$ 1,725	\$ 1,890	\$ 3,438
Less: Income from UJV allocable to COPT attributable to depreciation and amortization expense and interest expense	(711)	(1,270)	(1,404)	(2,540)
Add: Equity in loss of unconsolidated non-real estate entities	(2)	(1)	(4)	(3)
Equity in income of unconsolidated entities	<u>\$ 260</u>	<u>\$ 454</u>	<u>\$ 482</u>	<u>\$ 895</u>

As previously discussed, we provide real estate services such as property management, development and construction services primarily for our properties but also for third parties. The primary manner in which we evaluate the operating performance of our service activities is through a measure we define as net operating income from service operations ("NOI from service operations"), which is based on the net of revenues and expenses from these activities. Construction contract and other service revenues and expenses consist primarily of subcontracted costs that are reimbursed to us by the customer along with a management fee. The operating margins from these activities are small relative to the revenue. We believe NOI from service operations is a useful measure in assessing both our level of activity and our profitability in conducting such operations. The table below sets forth the computation of our NOI from service operations (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Construction contract and other service revenues	\$ 19,988	\$ 12,236	\$ 36,546	\$ 25,917
Construction contract and other service expenses	(19,082)	(11,711)	(34,875)	(24,832)
NOI from service operations	<u>\$ 906</u>	<u>\$ 525</u>	<u>\$ 1,671</u>	<u>\$ 1,085</u>

The following table reconciles our NOI from real estate operations for reportable segments and NOI from service operations to net income as reported on our consolidated statements of operations (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
NOI from real estate operations	\$ 90,780	\$ 84,059	\$ 179,887	\$ 167,889
NOI from service operations	906	525	1,671	1,085
Interest and other income	2,228	2,282	4,093	3,487
Credit loss (expense) recoveries	(193)	(615)	714	(1,304)
Gain on sales of real estate	40,233	—	39,743	5
Equity in income of unconsolidated entities	260	454	482	895
Income tax expense	(24)	(30)	(56)	(79)
Depreciation and other amortization associated with real estate operations	(37,555)	(33,612)	(74,876)	(66,208)
General, administrative and leasing expenses	(9,222)	(8,158)	(17,628)	(15,644)
Business development expenses and land carry costs	(1,372)	(1,262)	(2,466)	(2,380)
Interest expense	(15,942)	(16,797)	(33,461)	(33,637)
UJV NOI allocable to COPT included in equity in income of unconsolidated entities	(973)	(1,725)	(1,890)	(3,438)
Loss on early extinguishment of debt	(25,228)	—	(58,394)	—
Net income	\$ 43,898	\$ 25,121	\$ 37,819	\$ 50,671

The following table reconciles our segment assets to our consolidated total assets (in thousands):

	June 30, 2021	June 30, 2020
Segment assets	\$ 3,403,558	\$ 3,140,539
Operating properties lease liabilities included in segment assets	29,927	19,073
Non-operating property assets	441,048	679,207
Other assets	177,499	172,506
Total consolidated assets	\$ 4,052,032	\$ 4,011,325

The accounting policies of the segments are the same as those used to prepare our consolidated financial statements. In the segment reporting presented above, we did not allocate interest expense, depreciation and amortization, impairment losses, gain on sales of real estate, loss on early extinguishment of debt and equity in income of unconsolidated entities not included in NOI to our real estate segments since they are not included in the measure of segment profit reviewed by management. We also did not allocate general, administrative and leasing expenses, business development expenses and land carry costs, interest and other income, credit loss (expense) recoveries, income taxes and noncontrolling interests because these items represent general corporate or non-operating property items not attributable to segments.

## 15. Construction Contract and Other Service Revenues

We disaggregate our construction contract and other service revenues by compensation arrangement and by service type as we believe it best depicts the nature, timing and uncertainty of our revenue. The table below reports construction contract and other service revenues by compensation arrangement (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Construction contract revenue:				
Guaranteed maximum price	\$ 11,388	\$ 5,432	\$ 13,489	\$ 10,476
Cost-plus fee	5,847	3,563	18,333	6,872
Firm fixed price	2,441	2,984	3,912	8,056
Other	312	257	812	513
	\$ 19,988	\$ 12,236	\$ 36,546	\$ 25,917



The table below reports construction contract and other service revenues by service type (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Construction contract revenue:				
Construction	\$ 18,828	\$ 10,851	\$ 34,584	\$ 23,734
Design	848	1,128	1,150	1,670
Other	312	257	812	513
	<u>\$ 19,988</u>	<u>\$ 12,236</u>	<u>\$ 36,546</u>	<u>\$ 25,917</u>

We recognized an insignificant amount of revenue in the three and six months ended June 30, 2021 and 2020 from performance obligations satisfied (or partially satisfied) in previous periods.

Accounts receivable related to our construction contract services is included in accounts receivable, net on our consolidated balance sheets. The beginning and ending balances of accounts receivable related to our construction contracts were as follows (in thousands):

	For the Six Months Ended June 30,	
	2021	2020
Beginning balance	\$ 13,997	\$ 12,378
Ending balance	\$ 10,003	\$ 8,898

Contract assets, which we refer to herein as construction contract costs in excess of billings, net, are included in prepaid expenses and other assets, net reported on our consolidated balance sheets. The beginning and ending balances of our contract assets were as follows (in thousands):

	For the Six Months Ended June 30,	
	2021	2020
Beginning balance	\$ 10,343	\$ 17,223
Ending balance	\$ 9,766	\$ 5,508

Contract liabilities are included in other liabilities reported on our consolidated balance sheets. Changes in contract liabilities were as follows (in thousands):

	For the Six Months Ended June 30,	
	2021	2020
Beginning balance	\$ 4,610	\$ 1,184
Ending balance	\$ 2,320	\$ 2,435
Portion of beginning balance recognized in revenue during:		
Three months ended June 30	\$ 2,070	\$ 92
Six months ended June 30	\$ 2,617	\$ 738

Revenue allocated to the remaining performance obligations under existing contracts as of June 30, 2021 that will be recognized as revenue in future periods was \$71.7 million, approximately \$69 million of which we expect to recognize during the remainder of 2021.

We have no deferred incremental costs incurred to obtain or fulfill our construction contracts or other service revenues and had no significant credit loss expense on construction contracts receivable or unbilled construction revenue in the three or six months ended June 30, 2021 and 2020.

## 16. Share-Based Compensation

### Restricted Shares

During the six months ended June 30, 2021, certain employees and non-employee members of our Board of Trustees ("Trustees") were granted a total of 61,345 restricted common shares with an aggregate grant date fair value of \$4.2 million (weighted average of \$26.19 per share). Restricted shares granted to employees vest based on increments and over periods of

time set forth under the terms of the respective awards provided that the employee remains employed by us. Restricted shares granted to non-employee Trustees vest on the first anniversary of the grant date, provided that the Trustee remains in his or her position. During the six months ended June 30, 2021, forfeiture restrictions lapsed on 150,751 previously issued common shares; these shares had a weighted average grant date fair value of \$25.75 per share, and the aggregate intrinsic value of the shares on the vesting dates was \$3.9 million.

#### Performance Share Awards (“PSUs”)

We issued 93,824 common shares on February 3, 2021 to executives in settlement of PSUs granted in 2018, representing 200% of the target awards for those PSUs.

#### Profit Interest Units in COPLP (“PIUs”)

We granted two forms of PIUs: time-based PIUs (“TB-PIUs”); and performance-based PIUs (“PB-PIUs”). TB-PIUs are subject to forfeiture restrictions until the end of the requisite service period, at which time the TB-PIUs automatically convert into vested PIUs. PB-PIUs are subject to a market condition in that the number of earned awards are determined at the end of the performance period (as described further below) and then settled in vested PIUs. Vested PIUs carry substantially the same rights to redemption and distributions as non-PIU common units.

#### TB-PIUs

During the six months ended June 30, 2021, we granted 93,983 TB-PIUs with an aggregate grant date fair value of \$2.5 million (weighted average of \$26.16 per TB-PIU) to senior management team members and certain non-employee Trustees. TB-PIUs granted to senior management team members generally vest in equal annual increments over a three-year period beginning on the first anniversary of the date of grant provided that the employee remains employed by us. TB-PIUs granted to non-employee Trustees vest on the first anniversary of the grant date, provided that the Trustee remains in his or her position. Prior to vesting, TB-PIUs carry substantially the same rights to distributions as non-PIU common units but carry no redemption rights. During the six months ended June 30, 2021, forfeiture restrictions lapsed on 40,591 previously issued TB-PIUs; these TB-PIUs had a weighted average grant date fair value of \$25.14 per unit, and the aggregate intrinsic value of the TB-PIUs on the vesting date was \$1.1 million.

#### PB-PIUs

On January 1, 2021, we granted certain senior management team members 227,544 PB-PIUs with a three-year performance period concluding on the earlier of December 31, 2023 or the date of: (1) termination by us without cause, death or disability of the employee or constructive discharge of the employee (collectively, “qualified termination”); or (2) a sale event. The number of earned awards at the end of the performance period will be determined based on the percentile rank of COPT’s total shareholder return (“TSR”) relative to a peer group of companies, as set forth in the following schedule:

Percentile Rank	Earned PB-PIUs Payout %
75th or greater	100% of PB-PIUs granted
50th (target)	50% of PB-PIUs granted
25th	25% of PB-PIUs granted
Below 25th	0% of PB-PIUs granted

If the percentile rank exceeds the 25th percentile and is between two of the percentile ranks set forth in the table above, then the percentage of the earned awards will be interpolated between the ranges set forth in the table above to reflect any performance between the listed percentiles. If COPT’s TSR during the measurement period is negative, the maximum number of earned awards will be limited to the target level payout percentage. During the performance period, PB-PIUs carry rights to distributions equal to 10% of the distribution rights of non-PIU common units but carry no redemption rights.

At the end of the performance period, we will settle the award by issuing vested PIUs equal to: the number of earned awards; and the excess, if any, of (1) the aggregate distributions that would have been paid with respect to vested PIUs issued in settlement of the earned awards through the date of settlement had such vested PIUs been issued on the grant date over (2) the aggregate distributions made on the PB-PIUs during the performance period, divided by the price of our common shares on the settlement date. If a performance period ends due to a sale event or qualified termination, the number of earned awards is prorated based on the portion of the three-year performance period that has elapsed. If employment is terminated by the employee or by us for cause, all PB-PIUs are forfeited.

These PB-PIU grants had an aggregate grant date fair value of \$3.4 million (\$30.03 per target-level award associated with the grants) which is being recognized over the performance period. The grant date fair value was computed using a Monte Carlo model that included the following assumptions: baseline common share value of \$26.08; expected volatility for common shares of 34.7%; and a risk-free interest rate of 0.18%.

#### Deferred Share Awards

During the six months ended June 30, 2021, a non-employee Trustee was granted 3,416 deferred share awards with an aggregate grant date fair value of \$93,000 (\$27.12 per share). Deferred share awards vest on the first anniversary of the grant date, provided that the Trustee remains in his or her position. We settle deferred share awards by issuing an equivalent number of common shares upon vesting of the awards or a later date elected by the Trustee (generally upon cessation of being a Trustee).

#### 17. Earnings Per Share (“EPS”)

We present both basic and diluted EPS. We compute basic EPS by dividing net income available to common shareholders allocable to unrestricted common shares under the two-class method by the weighted average number of unrestricted common shares outstanding during the period. Our computation of diluted EPS is similar except that:

- the denominator is increased to include: (1) the weighted average number of potential additional common shares that would have been outstanding if securities that are convertible into common shares were converted; and (2) the effect of dilutive potential common shares outstanding during the period attributable to redeemable noncontrolling interests and share-based compensation awards using the if-converted or treasury stock methods; and
- the numerator is adjusted to add back any changes in income or loss that would result from the assumed conversion into common shares that we add to the denominator.

Summaries of the numerator and denominator for purposes of basic and diluted EPS calculations are set forth below (in thousands, except per share data):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Numerator:				
Net income attributable to COPT	\$ 42,401	\$ 23,497	\$ 35,732	\$ 47,551
Income attributable to share-based compensation awards	(136)	(115)	(244)	(220)
Numerator for basic EPS on net income attributable to COPT common shareholders	42,265	23,382	35,488	47,331
Redeemable noncontrolling interests	(20)	—	7	—
Income attributable to share-based compensation awards	11	6	9	14
Numerator for diluted EPS on net income attributable to COPT common shareholders	\$ 42,256	\$ 23,388	\$ 35,504	\$ 47,345
Denominator (all weighted averages):				
Denominator for basic EPS (common shares)	111,974	111,800	111,931	111,762
Dilutive effect of redeemable noncontrolling interests	133	—	125	—
Dilutive effect of share-based compensation awards	297	321	280	280
Denominator for diluted EPS (common shares)	112,404	112,121	112,336	112,042
Basic EPS	\$ 0.38	\$ 0.21	\$ 0.32	\$ 0.42
Diluted EPS	\$ 0.38	\$ 0.21	\$ 0.32	\$ 0.42

Our diluted EPS computations do not include the effects of the following securities since the conversions of such securities would increase diluted EPS for the respective periods (in thousands):

	Weighted Average Shares Excluded from Denominator			
	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Conversion of common units	1,262	1,237	1,254	1,232
Conversion of redeemable noncontrolling interests	776	878	799	944
Conversion of Series I Preferred Units	—	176	—	176

The following securities were also excluded from the computation of diluted EPS because their effect was antidilutive:

- weighted average restricted shares and deferred share awards for the three months ended June 30, 2021 and 2020 of 20,000 and 429,000, respectively, and for the six months ended June 30, 2021 and 2020 of 419,000 and 434,000, respectively;
- weighted average unvested TB-PIUs for the three months ended June 30, 2021 and 2020 of 66,000 and 90,000, respectively, and for the six months ended June 30, 2021 and 2020 of 148,000 and 82,000, respectively; and
- weighted average unvested PB-PIUs for the three and six months ended June 30, 2021 of 228,000.

## 18. Commitments and Contingencies

### Litigation and Claims

In the normal course of business, we are subject to legal actions and other claims. We record losses for specific legal proceedings and claims when we determine that a loss is probable and the amount of loss can be reasonably estimated. As of June 30, 2021, management believes that it is reasonably possible that we could recognize a loss of up to \$3.3 million for certain municipal tax claims; while we do not believe this loss would materially affect our financial position or liquidity, it could be material to our results of operations. Management believes that it is also reasonably possible that we could incur losses pursuant to other claims but do not believe such losses would materially affect our financial position, liquidity or results of operations. Our assessment of the potential outcomes of these matters involves significant judgment and is subject to change based on future developments.

### Environmental

We are subject to various Federal, state and local environmental regulations related to our property ownership and operation. We have performed environmental assessments of our properties, the results of which have not revealed any environmental liability that we believe would have a materially adverse effect on our financial position, operations or liquidity.

In connection with a lease and subsequent sale in 2008 and 2010 of three properties in Dayton, New Jersey, we agreed to provide certain environmental indemnifications limited to \$19 million in the aggregate. We have insurance coverage in place to mitigate much of any potential future losses that may result from these indemnification agreements.

### Tax Incremental Financing Obligation

Anne Arundel County, Maryland issued tax incremental financing bonds to third-party investors in order to finance public improvements needed in connection with our project known as the National Business Park. These bonds had a remaining principal balance of approximately \$33 million as of June 30, 2021. The real estate taxes on increases in assessed values post-bond issuance of properties in development districts encompassing the National Business Park are transferred to a special fund pledged to the repayment of the bonds. While we are obligated to fund, through a special tax, any future shortfalls between debt service of the bonds and real estate taxes available to repay the bonds, as of June 30, 2021, we do not expect any such future fundings will be required.

### Effects of COVID-19

As of the date of this filing, spread of the coronavirus, or COVID-19, continues world- and nation-wide. To date, the United States has made significant progress with the pandemic relative to the beginning of the year, with significantly lower new case volumes and a significant increase in the proportion of the population that has been vaccinated. With this progress, most restrictive measures previously instituted to control spread have been gradually lifted and an increasing proportion of the

population has resumed a return to normal activities. However, there continues to be significant uncertainty regarding the duration and extent of the pandemic due to factors such as the continuing spread of the virus (including recent increases in new case volumes in much of the United States), the pace of vaccination efforts (including potential future booster shots) and vaccine efficacy in terms of duration and against variants of the virus. While the pandemic has impacted the operations of much of the commercial real estate industry, we believe that we have been less susceptible to such impact due to our portfolio's significant concentration in Defense/IT Locations. As a result, we believe that we have not been significantly affected by the pandemic.

COVID-19, along with measures instituted to prevent spread, may adversely affect us in many ways, including, but not limited to:

- disruption of our tenants' operations, which could adversely affect their ability, or willingness, to sustain their businesses and/or fulfill their lease obligations;
- our ability to maintain occupancy in our properties and obtain new leases for unoccupied and new development space at favorable terms or at all;
- shortages in supply of products or services from our and our tenants' vendors that are needed for us and our tenants to operate effectively, and which could lead to increased costs for such products and services;
- access to debt and equity capital on attractive terms or at all. Severe disruption and instability in the global financial markets or deteriorations in credit and financing conditions may affect our or our tenants' ability to access capital necessary to fund operations, refinance debt or fund planned investments on a timely basis, and may adversely affect the valuation of financial assets and liabilities;
- our and our tenants' ability to continue or complete planned development, including the potential for delays in the supply of materials or labor necessary for development; and
- an increase in the pace of businesses implementing remote work arrangements over the long-term, which would adversely effect demand for office space.

The extent of the effect on our operations, financial condition and cash flows will be dependent on future developments, including the duration and extent of the pandemic, the prevalence, strength and duration of restrictive measures and the resulting effects on our tenants, potential future tenants, the commercial real estate industry and the broader economy, all of which are uncertain and difficult to predict.

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

### Overview

During the six months ended June 30, 2021, we:

- finished the period with our office and data center shell portfolio 93.5% occupied and 94.3% leased;
- placed into service 243,000 square feet in four newly-developed office properties that were 77.7% leased as of June 30, 2021;
- refinanced certain unsecured senior notes issuances with a new unsecured senior note issuance by:
  - issuing \$600.0 million of 2.75% Notes at an initial offering price of 98.95% of their face value on March 11, 2021. The proceeds from this issuance, after deducting underwriting discounts but before other offering expenses, were \$589.8 million; and
  - purchasing or redeeming \$350.0 million of 3.60% Notes (52.7% of such notes effective March 11, 2021 and the remaining notes on April 12, 2021) and \$250.0 million of 5.25% Notes (58.2% of such notes effective March 11, 2021 and the remaining notes on April 12, 2021) for \$373.1 million and \$282.4 million, respectively, plus accrued interest. In connection with these purchases, we recognized a loss on early extinguishment of debt in the three months and six months ended June 30, 2021 of \$25.2 million and \$58.4 million, respectively.
- We used borrowings under our Revolving Credit Facility to fund the net cash outlay resulting from this refinancing; and
- sold a 90% interest in two data center shell properties in Northern Virginia on June 2, 2021 based on an aggregate property value of \$118.8 million and retained a 10% interest in the properties through B RE COPT DC JV III LLC, a newly-formed joint venture. Our partner in the joint venture acquired the 90% interest from us for \$106.9 million, which was used by us to repay borrowings under our Revolving Credit Facility.

With regard to our operating portfolio square footage, occupancy and leasing statistics included below and elsewhere in this Quarterly Report on Form 10-Q, amounts disclosed include information pertaining to properties owned through unconsolidated real estate joint ventures.

We discuss significant factors contributing to changes in our net income in the section below entitled "Results of Operations." In addition, the section below entitled "Liquidity and Capital Resources" includes discussions of, among other things:

- how we expect to generate cash for short and long-term capital needs; and
- our commitments and contingencies.

You should refer to our consolidated financial statements and the notes thereto as you read this section.

This section contains "forward-looking" statements, as defined in the Private Securities Litigation Reform Act of 1995, that are based on our current expectations, estimates and projections about future events and financial trends affecting the financial condition and operations of our business. Forward-looking statements can be identified by the use of words such as "may," "will," "should," "could," "believe," "anticipate," "expect," "estimate," "plan" or other comparable terminology. Forward-looking statements are inherently subject to risks and uncertainties, many of which we cannot predict with accuracy and some of which we might not even anticipate. Although we believe that the expectations, estimates and projections reflected in such forward-looking statements are based on reasonable assumptions at the time made, we can give no assurance that these expectations, estimates and projections will be achieved. Future events and actual results may differ materially from those discussed in the forward-looking statements. Important factors that may affect these expectations, estimates and projections include, but are not limited to:

- general economic and business conditions, which will, among other things, affect office property and data center demand and rents, tenant creditworthiness, interest rates, financing availability, construction costs and property values;
- adverse changes in the real estate markets, including, among other things, increased competition with other companies;
- risks and uncertainties regarding the impact of the COVID-19 pandemic, and similar pandemics, along with restrictive measures instituted to prevent spread, on our business, the real estate industry and national, regional and local economic conditions;
- governmental actions and initiatives, including risks associated with the impact of a prolonged government shutdown or budgetary reductions or impasses, such as a reduction in rental revenues, non-renewal of leases and/or reduced or delayed demand for additional space by our strategic customers;
- our ability to borrow on favorable terms;

- risks of real estate acquisition and development activities, including, among other things, risks that development projects may not be completed on schedule, that tenants may not take occupancy or pay rent or that development or operating costs may be greater than anticipated;
- risks of investing through joint venture structures, including risks that our joint venture partners may not fulfill their financial obligations as investors or may take actions that are inconsistent with our objectives;
- changes in our plans for properties or views of market economic conditions or failure to obtain development rights, either of which could result in recognition of significant impairment losses;
- our ability to satisfy and operate effectively under Federal income tax rules relating to real estate investment trusts and partnerships;
- possible adverse changes in tax laws;
- the dilutive effects of issuing additional common shares;
- our ability to achieve projected results;
- security breaches relating to cyber attacks, cyber intrusions or other factors; and
- environmental requirements.

We undertake no obligation to publicly update or supplement forward-looking statements.

#### **Effects of COVID-19**

As of the date of this filing, spread of the coronavirus, or COVID-19, continues world- and nation-wide. To date, the United States has made significant progress with the pandemic relative to the beginning of the year, with significantly lower new case volumes and a significant increase in the proportion of the population that has been vaccinated. With this progress, most restrictive measures previously instituted to control spread have been gradually lifted and an increasing proportion of the population has resumed a return to normal activities. However, there continues to be significant uncertainty regarding the duration and extent of the pandemic due to factors such as the continuing spread of the virus (including recent increases in new case volumes in much of the United States), the pace of vaccination efforts (including potential future booster shots) and vaccine efficacy in terms of duration and against variants of the virus.

While the pandemic has impacted the operations of much of the commercial real estate industry, we believe that we have been less susceptible to such impact due to our portfolio's significant concentration in Defense/IT Locations. As a result, our results of operations were not significantly affected by the pandemic. For the three and six months ended June 30, 2021, our:

- Same Properties NOI from real estate operations increased for the three and six months ended June 30, 2021 relative to the comparable 2020 periods by \$2.1 million and \$1.1 million, respectively, and was only minimally affected by the pandemic-related net effect of lower provisions for collectability losses, offset in part by lower parking revenue, in the 2021 periods relative to the 2020 periods; and
- lease revenue collections were not significantly affected by the pandemic. After agreeing to deferred payment arrangements for approximately \$2.6 million in lease receivables last year (most of which was repaid by June 30, 2021), we did not agree to significant additional arrangements to date in 2021.

While we do not currently expect that the pandemic will significantly affect our future results of operations, financial condition or cash flows, we believe that the impact will be dependent on future developments, including the duration and extent of the pandemic, the prevalence, strength and duration of restrictive measures and the resulting effects on our tenants, potential future tenants, the commercial real estate industry and the broader economy, all of which are uncertain and difficult to predict. Nevertheless, we believe at this time that there is more inherent risk associated with the operations of our Regional Office properties than our Defense/IT Locations.

While we do not believe that our development leasing and ability to renew leases scheduled to expire have been significantly affected by the pandemic, we do believe that the impact of the restrictive measures and the economic uncertainty caused by the pandemic has impacted our timing and volume of vacant space leasing, and may continue to do so in the future.

The pandemic enhances the risk of us being able to stay on pace to complete development and begin operations on schedule due to the potential for delays from: jurisdictional permitting and inspections; factories' ability to provide materials; and possible labor shortages. These types of issues have not significantly affected us to date but could in the future, depending on pandemic related developments.

We do not expect that we will be required to incur significant additional capital expenditures on existing properties as a result of the pandemic.

## Occupancy and Leasing

### Office and Data Center Shell Portfolio

The tables below set forth occupancy information pertaining to our portfolio of office and data center shell properties:

	June 30, 2021	December 31, 2020
Occupancy rates at period end		
Total	93.5 %	94.1 %
Defense/IT Locations:		
Fort Meade/BW Corridor	90.6 %	91.0 %
Northern Virginia Defense/IT	87.7 %	88.1 %
Lackland Air Force Base	100.0 %	100.0 %
Navy Support Locations	96.9 %	97.2 %
Redstone Arsenal	99.6 %	99.4 %
Data Center Shells	100.0 %	100.0 %
Total Defense/IT Locations	94.3 %	94.5 %
Regional Office	88.3 %	92.5 %
Other	66.2 %	68.4 %
Average contractual annual rental rate per square foot at period end (1)	\$ 32.18	\$ 31.50

(1) Includes estimated expense reimbursements.

	Rentable Square Feet	Occupied Square Feet
	(in thousands)	
December 31, 2020	20,959	19,722
Vacated upon lease expiration (1)	—	(391)
Occupancy for new leases	—	269
Developed or redeveloped	243	162
Removed from operations	(63)	—
Other changes	(4)	—
June 30, 2021	21,135	19,762

(1) Includes lease terminations and space reductions occurring in connection with lease renewals.

During the six months ended June 30, 2021, we completed 1.7 million square feet of leasing, including: renewed leases on 815,000 square feet, representing 78.3% of the square footage of our lease expirations (including the effect of early renewals and excluding vacated space removed from service for redevelopment); 205,000 square feet of vacant space; and 641,000 square feet of development space.

### Wholesale Data Center

Our 19.25 megawatt wholesale data center was 86.7% leased as of June 30, 2021 and December 31, 2020. An 11.25 megawatt lease that expired in August 2020 remains in place until renewed by both parties or terminated by either party.

### Results of Operations

We evaluate the operating performance of our properties using NOI from real estate operations, our segment performance measure, which includes: real estate revenues and property operating expenses; and the net of revenues and property operating expenses of real estate operations owned through unconsolidated real estate joint ventures (“UJVs”) that is allocable to our ownership interest (“UJV NOI allocable to COPT”). We view our NOI from real estate operations as comprising the following primary categories:

- office and data center shell properties:
  - stably owned and 100% operational throughout the current and prior year reporting periods being compared. We define these as changes from “Same Properties”;



- developed or redeveloped and placed into service that were not 100% operational throughout the current and prior year reporting periods; and
- disposed; and
- our wholesale data center.

In addition to owning properties, we provide construction management and other services. The primary manner in which we evaluate the operating performance of our construction management and other service activities is through a measure we define as NOI from service operations, which is based on the net of the revenues and expenses from these activities. The revenues and expenses from these activities consist primarily of subcontracted costs that are reimbursed to us by customers along with a management fee. The operating margins from these activities are small relative to the revenue. We believe NOI from service operations is a useful measure in assessing both our level of activity and our profitability in conducting such operations.

Since both of the measures discussed above exclude certain items includable in net income, reliance on these measures has limitations; management compensates for these limitations by using the measures simply as supplemental measures that are considered alongside other GAAP and non-GAAP measures. A reconciliation of NOI from real estate operations and NOI from service operations to net income reported on our consolidated statements of operations is provided in Note 14 to our consolidated financial statements.

Comparison of Statements of Operations for the Three Months Ended June 30, 2021 and 2020

	<b>For the Three Months Ended June 30,</b>		
	<b>2021</b>	<b>2020</b>	<b>Variance</b>
	(in thousands)		
<b>Revenues</b>			
Revenues from real estate operations	\$ 144,423	\$ 132,538	\$ 11,885
Construction contract and other service revenues	19,988	12,236	7,752
Total revenues	164,411	144,774	19,637
<b>Operating expenses</b>			
Property operating expenses	54,616	50,204	4,412
Depreciation and amortization associated with real estate operations	37,555	33,612	3,943
Construction contract and other service expenses	19,082	11,711	7,371
General, administrative and leasing expenses	9,222	8,158	1,064
Business development expenses and land carry costs	1,372	1,262	110
Total operating expenses	121,847	104,947	16,900
Interest expense	(15,942)	(16,797)	855
Interest and other income	2,228	2,282	(54)
Credit loss expense	(193)	(615)	422
Gain on sales of real estate	40,233	—	40,233
Loss on early extinguishment of debt	(25,228)	—	(25,228)
Equity in income of unconsolidated entities	260	454	(194)
Income tax expense	(24)	(30)	6
<b>Net income</b>	<b>\$ 43,898</b>	<b>\$ 25,121</b>	<b>\$ 18,777</b>

	For the Three Months Ended June 30,		
	2021	2020	Variance
(Dollars in thousands, except per square foot data)			
<b>Revenues</b>			
Same Properties revenues			
Lease revenue, excluding net lease termination revenue and provision for collectability losses	\$ 121,160	\$ 120,866	\$ 294
Lease termination revenue, net	1,094	200	894
Provision for collectability losses included in lease revenue	5	(1,374)	1,379
Other property revenue	732	389	343
Same Properties total revenues	122,991	120,081	2,910
Developed and redeveloped properties placed in service	11,647	2,484	9,163
Wholesale data center	8,175	6,455	1,720
Dispositions	1,165	3,099	(1,934)
Other	445	419	26
	<u>144,423</u>	<u>132,538</u>	<u>11,885</u>
<b>Property operating expenses</b>			
Same Properties			
Developed and redeveloped properties placed in service	(46,852)	(46,001)	(851)
Wholesale data center	(2,761)	(289)	(2,472)
Dispositions	(4,629)	(3,463)	(1,166)
Other	(135)	(311)	176
	<u>(239)</u>	<u>(140)</u>	<u>(99)</u>
	<u>(54,616)</u>	<u>(50,204)</u>	<u>(4,412)</u>
<b>UJV NOI allocable to COPT</b>			
Same Properties			
Dispositions	503	506	(3)
Retained interest in newly-formed UJVs	—	1,219	(1,219)
	<u>470</u>	<u>—</u>	<u>470</u>
	<u>973</u>	<u>1,725</u>	<u>(752)</u>
<b>NOI from real estate operations</b>			
Same Properties			
Developed and redeveloped properties placed in service	76,642	74,586	2,056
Wholesale data center	8,886	2,195	6,691
Dispositions, net of retained interest in newly-formed UJVs	3,546	2,992	554
Other	1,500	4,007	(2,507)
	<u>206</u>	<u>279</u>	<u>(73)</u>
	<u>\$ 90,780</u>	<u>\$ 84,059</u>	<u>\$ 6,721</u>
<b>Same Properties NOI from real estate operations by segment</b>			
Defense/IT Locations			
Regional Office	\$ 68,041	\$ 65,937	\$ 2,104
Other	8,220	8,274	(54)
	<u>381</u>	<u>375</u>	<u>6</u>
	<u>\$ 76,642</u>	<u>\$ 74,586</u>	<u>\$ 2,056</u>
<b>Same Properties rent statistics</b>			
Average occupancy rate	92.7 %	92.7 %	— %
Average straight-line rent per occupied square foot (1)	\$ 6.55	\$ 6.44	\$ 0.11

(1) Includes minimum base rents, net of abatements, and lease incentives on a straight-line basis for the periods set forth above.

Our Same Properties pool consisted of 158 properties, comprising 81.9% of our office and data center shell portfolio's square footage as of June 30, 2021. This pool of properties changed from the pool used for purposes of comparing 2020 and 2019 in our 2020 Annual Report on Form 10-K due to the: addition of eight properties placed in service and 100% operational

on or before January 1, 2020 and nine properties owned through an unconsolidated real estate joint venture that was formed in 2019; and removal of two properties in which we sold a 90% interest and one property reclassified as redevelopment.

Regarding the changes in NOI from real estate operations reported above:

- the increase for our Same Properties pool was due primarily to lower provisions for collectability losses and higher lease termination revenue in the current period;
- developed and redeveloped properties placed in service reflects the effect of 15 properties placed in service in 2020 and 2021; and
- dispositions, net of retained interest in newly-formed UJVs reflects the effect of our decrease in ownership of eight data center shells in 2020 and two in 2021.

*NOI from Service Operations*

	For the Three Months Ended June 30,		
	2021	2020	Variance
	(in thousands)		
Construction contract and other service revenues	\$ 19,988	\$ 12,236	\$ 7,752
Construction contract and other service expenses	(19,082)	(11,711)	(7,371)
NOI from service operations	\$ 906	\$ 525	\$ 381

Construction contract and other service revenue and expenses increased due primarily to a higher volume of construction activity in connection with several of our tenants. Construction contract activity is inherently subject to significant variability depending on the volume and nature of projects undertaken by us primarily on behalf of tenants. Service operations are an ancillary component of our overall operations that typically contribute an insignificant amount of income relative to our real estate operations.

*Depreciation and amortization associated with real estate operations*

The increase in depreciation and amortization associated with real estate operations was mostly attributable to newly-developed properties placed in service.

*Gain on sales of real estate*

The gain on sales of real estate was due to our sale of a 90% interest in two data center shell properties in the current period.

*Loss on extinguishment of debt*

The loss on early extinguishment of debt recognized in the current period was attributable to our redemption of the remaining 3.60% Notes and 5.25% Notes in the current period.

Comparison of Statements of Operations for the Six Months Ended June 30, 2021 and 2020

	For the Six Months Ended June 30,		
	2021	2020	Variance
	(in thousands)		
<b>Revenues</b>			
Revenues from real estate operations	\$ 289,587	\$ 264,654	\$ 24,933
Construction contract and other service revenues	36,546	25,917	10,629
Total revenues	326,133	290,571	35,562
<b>Operating expenses</b>			
Property operating expenses	111,590	100,203	11,387
Depreciation and amortization associated with real estate operations	74,876	66,208	8,668
Construction contract and other service expenses	34,875	24,832	10,043
General, administrative and leasing expenses	17,628	15,644	1,984
Business development expenses and land carry costs	2,466	2,380	86
Total operating expenses	241,435	209,267	32,168
Interest expense	(33,461)	(33,637)	176
Interest and other income	4,093	3,487	606
Credit loss recoveries (expense)	714	(1,304)	2,018
Gain on sales of real estate	39,743	5	39,738
Loss on early extinguishment of debt	(58,394)	—	(58,394)
Equity in income of unconsolidated entities	482	895	(413)
Income tax expense	(56)	(79)	23
Net income	\$ 37,819	\$ 50,671	\$ (12,852)

NOI from Real Estate Operations

	For the Six Months Ended June 30,		
	2021	2020	Variance
(Dollars in thousands, except per square foot data)			
<b>Revenues</b>			
Same Properties revenues			
Lease revenue, excluding lease termination revenue and provision for collectability losses	\$ 242,972	\$ 240,406	\$ 2,566
Lease termination revenue	2,456	238	2,218
Provision for collectability losses included in lease revenue	(119)	(1,482)	1,363
Other property revenue	1,239	1,487	(248)
Same Properties total revenues	246,548	240,649	5,899
Developed and redeveloped properties placed in service	22,965	3,480	19,485
Wholesale data center	16,265	13,627	2,638
Dispositions	2,845	6,050	(3,205)
Other	964	848	116
	289,587	264,654	24,933
<b>Property operating expenses</b>			
Same Properties			
Developed and redeveloped properties placed in service	(96,822)	(92,066)	(4,756)
Wholesale data center	(4,850)	(520)	(4,330)
Dispositions	(9,050)	(6,696)	(2,354)
Other	(433)	(626)	193
	(435)	(295)	(140)
	(111,590)	(100,203)	(11,387)
<b>UJV NOI allocable to COPT</b>			
Same Properties			
Dispositions	1,002	1,011	(9)
Retained interest in newly-formed UJVs	—	2,427	(2,427)
	888	—	888
	1,890	3,438	(1,548)
<b>NOI from real estate operations</b>			
Same Properties			
Developed and redeveloped properties placed in service	150,728	149,594	1,134
Wholesale data center	18,115	2,960	15,155
Dispositions, net of retained interest in newly-formed UJVs	7,215	6,931	284
Other	3,300	7,851	(4,551)
	529	553	(24)
	\$ 179,887	\$ 167,889	\$ 11,998
<b>Same Properties NOI from real estate operations by segment</b>			
Defense/IT Locations			
Regional Office	\$ 134,108	\$ 132,561	\$ 1,547
Other	15,935	16,197	(262)
	685	836	(151)
	\$ 150,728	\$ 149,594	\$ 1,134
<b>Same Properties rent statistics</b>			
Average occupancy rate	92.6 %	92.7 %	(0.1 %)
Average straight-line rent per occupied square foot (1)	\$ 13.05	\$ 12.95	\$ 0.10

(1) Includes minimum base rents, net of abatements, and lease incentives on a straight-line basis for the periods set forth above.

Regarding the changes in NOI from real estate operations reported above:

- the increase for our Same Properties pool was due primarily to: higher rent per occupied square foot in the current period due to an increase in rental rates (mostly from leases of renewed or previously-vacant space) and lower provisions for

- collectability losses; and higher lease termination revenue in the current period; offset in part by higher snow removal costs and lower parking revenue in the current period;
- developed and redeveloped properties placed in service reflects the effect of 15 properties placed in service in 2020 and 2021; and
- dispositions, net of retained interest in newly-formed UJVs reflects the effect of our decrease in ownership of eight data center shells in 2020 and two in 2021.

#### *NOI from Service Operations*

	<b>For the Six Months Ended June 30,</b>		
	<b>2021</b>	<b>2020</b>	<b>Variance</b>
	<b>(in thousands)</b>		
Construction contract and other service revenues	\$ 36,546	\$ 25,917	\$ 10,629
Construction contract and other service expenses	(34,875)	(24,832)	(10,043)
<b>NOI from service operations</b>	<b>\$ 1,671</b>	<b>\$ 1,085</b>	<b>\$ 586</b>

Construction contract and other service revenue and expenses increased due primarily to a higher volume of construction activity in connection with several of our tenants.

#### *Depreciation and amortization associated with real estate operations*

The increase in depreciation and amortization associated with real estate operations was mostly attributable to newly-developed properties placed in service.

#### *Gain on sales of real estate*

The gain on sales of real estate was due to our sale of a 90% interest in two data center shell properties in the current period.

#### *Loss on extinguishment of debt*

The loss on early extinguishment of debt recognized in the current period was attributable to our purchase and redemption of 3.60% Notes and 5.25% Notes.

#### Funds from Operations

Funds from operations (“FFO”) is defined as net income computed using GAAP, excluding gains on sales and impairment losses of real estate (net of associated income tax) and real estate-related depreciation and amortization. FFO also includes adjustments to net income for the effects of the items noted above pertaining to UJVs that were allocable to our ownership interest in the UJVs. We believe that we use the National Association of Real Estate Investment Trusts (“Nareit”) definition of FFO, although others may interpret the definition differently and, accordingly, our presentation of FFO may differ from those of other REITs. We believe that FFO is useful to management and investors as a supplemental measure of operating performance because, by excluding gains on sales and impairment losses of real estate and investments in unconsolidated real estate joint ventures (net of associated income tax), and real estate-related depreciation and amortization, FFO can help one compare our operating performance between periods. In addition, since most equity REITs provide FFO information to the investment community, we believe that FFO is useful to investors as a supplemental measure for comparing our results to those of other equity REITs. We believe that net income is the most directly comparable GAAP measure to FFO.

Since FFO excludes certain items includable in net income, reliance on the measure has limitations; management compensates for these limitations by using the measure simply as a supplemental measure that is weighed in balance with other GAAP and non-GAAP measures. FFO is not necessarily an indication of our cash flow available to fund cash needs. Additionally, it should not be used as an alternative to net income when evaluating our financial performance or to cash flow from operating, investing and financing activities when evaluating our liquidity or ability to make cash distributions or pay debt service.

Basic FFO available to common share and common unit holders (“Basic FFO”) is FFO adjusted to subtract (1) preferred share dividends, (2) income attributable to noncontrolling interests through ownership of preferred units in the Operating Partnership or interests in other consolidated entities not owned by us, (3) depreciation and amortization allocable to noncontrolling interests in other consolidated entities and (4) Basic FFO allocable to share-based compensation awards. With

these adjustments, Basic FFO represents FFO available to common shareholders and common unitholders. Common units in the Operating Partnership are substantially similar to our common shares and are exchangeable into common shares, subject to certain conditions. We believe that Basic FFO is useful to investors due to the close correlation of common units to common shares. We believe that net income is the most directly comparable GAAP measure to Basic FFO. Basic FFO has essentially the same limitations as FFO; management compensates for these limitations in essentially the same manner as described above for FFO.

Diluted FFO available to common share and common unit holders (“Diluted FFO”) is Basic FFO adjusted to add back any changes in Basic FFO that would result from the assumed conversion of securities that are convertible or exchangeable into common shares. We believe that Diluted FFO is useful to investors because it is the numerator used to compute Diluted FFO per share, discussed below. We believe that net income is the most directly comparable GAAP measure to Diluted FFO. Since Diluted FFO excludes certain items includable in the numerator to diluted EPS, reliance on the measure has limitations; management compensates for these limitations by using the measure simply as a supplemental measure that is weighed in the balance with other GAAP and non-GAAP measures. Diluted FFO is not necessarily an indication of our cash flow available to fund cash needs. Additionally, it should not be used as an alternative to net income when evaluating our financial performance or to cash flow from operating, investing and financing activities when evaluating our liquidity or ability to make cash distributions or pay debt service.

Diluted FFO available to common share and common unit holders, as adjusted for comparability is defined as Diluted FFO adjusted to exclude: operating property acquisition costs; gain or loss on early extinguishment of debt; FFO associated with properties securing non-recourse debt on which we have defaulted and which we have extinguished, or expect to extinguish, via conveyance of such properties, including property NOI, interest expense and gains on debt extinguishment (discussed further below); loss on interest rate derivatives; demolition costs on redevelopment and nonrecurring improvements; executive transition costs; issuance costs associated with redeemed preferred shares; allocations of FFO to holders on noncontrolling interests resulting from capital events; and certain other expenses that we believe are not closely correlated with our operating performance. This measure also includes adjustments for the effects of the items noted above pertaining to UJVs that were allocable to our ownership interest in the UJVs. We believe this to be a useful supplemental measure alongside Diluted FFO as it excludes gains and losses from certain investing and financing activities and certain other items that we believe are not closely correlated to (or associated with) our operating performance. We believe that net income is the most directly comparable GAAP measure to this non-GAAP measure. This measure has essentially the same limitations as Diluted FFO, as well as the further limitation of not reflecting the effects of the excluded items; we compensate for these limitations in essentially the same manner as described above for Diluted FFO.

Diluted FFO per share is (1) Diluted FFO divided by (2) the sum of the (a) weighted average common shares outstanding during a period, (b) weighted average common units outstanding during a period and (c) weighted average number of potential additional common shares that would have been outstanding during a period if other securities that are convertible or exchangeable into common shares were converted or exchanged. We believe that Diluted FFO per share is useful to investors because it provides investors with a further context for evaluating our FFO results in the same manner that investors use earnings per share (“EPS”) in evaluating net income available to common shareholders. In addition, since most equity REITs provide Diluted FFO per share information to the investment community, we believe that Diluted FFO per share is a useful supplemental measure for comparing us to other equity REITs. We believe that diluted EPS is the most directly comparable GAAP measure to Diluted FFO per share. Diluted FFO per share has most of the same limitations as Diluted FFO (described above); management compensates for these limitations in essentially the same manner as described above for Diluted FFO.

Diluted FFO per share, as adjusted for comparability is (1) Diluted FFO, as adjusted for comparability divided by (2) the sum of the (a) weighted average common shares outstanding during a period, (b) weighted average common units outstanding during a period and (c) weighted average number of potential additional common shares that would have been outstanding during a period if other securities that are convertible or exchangeable into common shares were converted or exchanged. We believe that this measure is useful to investors because it provides investors with a further context for evaluating our FFO results. We believe this to be a useful supplemental measure alongside Diluted FFO per share as it excludes gains and losses from certain investing and financing activities and certain other items that we believe are not closely correlated to (or associated with) our operating performance. We believe that diluted EPS is the most directly comparable GAAP measure to this per share measure. This measure has most of the same limitations as Diluted FFO (described above) as well as the further limitation of not reflecting the effects of the excluded items; we compensate for these limitations in essentially the same manner as described above for Diluted FFO.

The computations for all of the above measures on a diluted basis assume the conversion of common units in COPLP but do not assume the conversion of other securities that are convertible into common shares if the conversion of those securities would increase per share measures in a given period.

The table below sets forth the computation of the above stated measures, and provides reconciliations to our GAAP measures associated with such measures:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
	(Dollars and shares in thousands, except per share data)			
Net income	\$ 43,898	\$ 25,121	\$ 37,819	\$ 50,671
Real estate-related depreciation and amortization	37,555	33,612	74,876	66,208
Depreciation and amortization on UJVs allocable to COPT	476	818	930	1,636
Gain on sales of real estate	(40,233)	—	(39,743)	(5)
FFO	41,696	59,551	73,882	118,510
FFO allocable to other noncontrolling interests	(1,302)	(1,525)	(2,329)	(13,540)
Basic FFO allocable to share-based compensation awards	(193)	(254)	(353)	(447)
Noncontrolling interests-preferred units in the Operating Partnership	—	(77)	—	(154)
Basic FFO available to common share and common unit holders	40,201	57,695	71,200	104,369
Dilutive preferred units in the Operating Partnership	—	77	—	154
Redeemable noncontrolling interests	11	37	70	69
Diluted FFO available to common share and common unit holders	40,212	57,809	71,270	104,592
Diluted FFO comparability adjustments allocable to share-based compensation awards	(137)	(1)	(304)	(51)
Loss on early extinguishment of debt	25,228	—	58,394	—
Demolition costs on redevelopment and nonrecurring improvements	302	9	302	52
FFO allocation to other noncontrolling interests resulting from capital event	—	—	—	11,090
Diluted FFO available to common share and common unit holders, as adjusted for comparability	\$ 65,605	\$ 57,817	\$ 129,662	\$ 115,683
Weighted average common shares	111,974	111,800	111,931	111,762
Conversion of weighted average common units	1,262	1,237	1,254	1,232
Weighted average common shares/units - Basic FFO per share	113,236	113,037	113,185	112,994
Dilutive effect of share-based compensation awards	297	321	280	280
Dilutive convertible preferred units	—	176	—	176
Redeemable noncontrolling interests	133	157	125	133
Weighted average common shares/units - Diluted FFO per share and as adjusted for comparability	113,666	113,691	113,590	113,583
Diluted FFO per share	\$ 0.35	\$ 0.51	\$ 0.63	\$ 0.92
Diluted FFO per share, as adjusted for comparability	\$ 0.58	\$ 0.51	\$ 1.14	\$ 1.02
Denominator for diluted EPS	112,404	112,121	112,336	112,042
Weighted average common units	1,262	1,237	1,254	1,232
Redeemable noncontrolling interests	—	157	—	133
Dilutive convertible preferred units	—	176	—	176
Denominator for diluted FFO per share and as adjusted for comparability	113,666	113,691	113,590	113,583



## Property Additions

The table below sets forth the major components of our additions to properties for the six months ended June 30, 2021 (in thousands):

Development	\$	96,308
Tenant improvements on operating properties (1)		12,275
Capital improvements on operating properties		10,398
	\$	<u>118,981</u>

(1) Tenant improvement costs incurred on newly-developed properties are classified in this table as development and redevelopment.

## Cash Flows

Net cash flow from operating activities increased \$1.5 million when comparing the six months ended June 30, 2021 and 2020 due to an increase in cash flow from real estate operations resulting from the growth of our property portfolio, which was partially offset by a decrease associated with the timing of cash flow from third-party construction projects.

Net cash flow used in investing activities decreased \$196.7 million when comparing the six months ended June 30, 2021 and 2020 due primarily to \$114.4 million in property disposition proceeds mostly from our sale in 2021 of a 90% interest in two data center shells and a \$74.4 million decrease in cash outlays for development and redevelopment of properties.

Net cash flow used in financing activities in the six months ended June 30, 2021 was \$107.7 million, and included the following:

- net cash outlays from debt borrowings of \$37.4 million, which included the net decrease from our purchase and redemption of 3.60% Notes and 5.25% Notes (and related early extinguishment costs) and issuance of 2.75% Notes; and
- dividends to common shareholders of \$61.7 million.

Net cash flow provided by financing activities in the six months ended June 30, 2020 was \$98.5 million, and included the following:

- net proceeds from debt borrowings of \$179.3 million; offset in part by
- dividends to common shareholders of \$61.7 million.

## **Supplemental Guarantor Information**

As of June 30, 2021, COPLP had several series of unsecured senior notes outstanding that were issued in transactions registered with the SEC under the Securities Act of 1933, as amended. These notes are COPLP's direct, senior unsecured and unsubordinated obligations and rank equally in right of payment with all of COPLP's existing and future senior unsecured and unsubordinated indebtedness. However, these notes are effectively subordinated in right of payment to COPLP's existing and future secured indebtedness. The notes are also effectively subordinated in right of payment to all existing and future liabilities and other indebtedness, whether secured or unsecured, of COPLP's subsidiaries. COPT fully and unconditionally guarantees COPLP's obligations under these notes. COPT's guarantees of these notes are senior unsecured obligations that rank equally in right of payment with other senior unsecured obligations of, or guarantees by, COPT. COPT itself does not hold any indebtedness, and its only material asset is its investment in COPLP.

In March 2020, the SEC adopted amendments to Rule 3-10 of Regulation S-X and adopted Rule 13-01 of Regulation S-X to simplify disclosure requirements related to certain registered securities that became effective on January 4, 2021. As a result of these amendments, subsidiary issuers of obligations guaranteed by the parent are not required to provide separate financial statements, provided that the subsidiary obligor is consolidated into the parent company's consolidated financial statements, the parent guarantee is "full and unconditional" and the alternative disclosure required by Rule 13-01 is provided, which includes narrative disclosure and, subject to certain exceptions, summarized financial information. Accordingly, we no longer present separate consolidated financial statements for the Operating Partnership. Furthermore, as permitted under Rule 13-01(a)(4)(vi), we have excluded summarized financial information for the Operating Partnership since: the assets, liabilities, and results of operations of the Company and the Operating Partnership are not materially different than the corresponding amounts presented in the consolidated financial statements of the Company; and we believe that inclusion of such summarized financial information would be repetitive and not provide incremental value to investors.

## Liquidity and Capital Resources

Our primary cash requirements are for operating expenses, debt service, development of new properties, improvements to existing properties and dividends to our shareholders. We expect to continue to use cash flow provided by operations as the primary source to meet our short-term capital needs, including property operating expenses, general and administrative expenses, interest expense, scheduled principal amortization of debt, dividends to our shareholders, distributions to COPLP's unitholders and improvements to existing properties. As of June 30, 2021, we had \$17.2 million in cash and cash equivalents.

Our senior unsecured debt is currently rated investment grade by the three major rating agencies. We aim to maintain an investment grade rating to enable us to use debt comprised of unsecured, primarily fixed-rate debt (including the effect of interest rate swaps) from public markets and banks. We also use secured nonrecourse debt from institutional lenders and banks primarily for joint venture financings. In addition, we periodically raise equity when we access the public equity markets by issuing common and/or preferred shares.

We use our Revolving Credit Facility to initially finance much of our investing activities. We subsequently pay down the facility using cash available from operations and proceeds from long-term borrowings, equity issuances and sales of interests in properties. The lenders' aggregate commitment under the facility is \$800.0 million, with the ability for us to increase the lenders' aggregate commitment to \$1.25 billion, provided that there is no default under the facility and subject to the approval of the lenders. The facility matures in March 2023, and may be extended by two six-month periods at our option, provided that there is no default under the facility and we pay an extension fee of 0.075% of the total availability under the facility for each extension period. As of June 30, 2021, the maximum borrowing capacity under this facility totaled \$800.0 million, of which \$631.0 million was available.

We have a program in place under which we may offer and sell common shares in at-the-market stock offerings having an aggregate gross sales price of up to \$300 million. Under this program, we may also, at our discretion, sell common shares under forward equity sales agreements. The use of a forward equity sales agreement would enable us to lock in a price on a sale of common shares when the agreement is executed but defer receiving the proceeds from the sale until a later date.

We believe that our liquidity and capital resources are adequate for our near-term and longer-term requirements without necessitating property sales. However, we may dispose of interests in properties opportunistically or when market conditions otherwise warrant. In addition, we believe that we have the ability to raise additional equity by selling interests in data center shells through joint ventures.

Our contractual obligations as of June 30, 2021 included the following (in thousands):

	For the Periods Ending December 31,							Total
	2021	2022	2023	2024	2025	Thereafter		
<b>Contractual obligations (1)</b>								
<b>Debt (2)</b>								
Balloon payments due upon maturity	\$ —	\$ 488,413	\$ 232,578	\$ 27,649	\$ 322,100	\$ 1,045,623	\$ 2,116,363	
Scheduled principal payments (3)	2,034	4,498	3,552	2,334	1,617	677	14,712	
Interest on debt (3)(4)	28,304	55,420	45,125	43,011	34,666	89,852	296,378	
Development and redevelopment obligations (5)(6)	150,331	69,918	558	—	—	—	220,807	
Third-party construction cost obligations (6)(7)	44,748	100,000	—	—	—	—	144,748	
Tenant and other building improvements (3)(6)	19,080	33,158	10,480	—	—	—	62,718	
Property finance leases (principal and interest) (3)	4	14	—	—	—	—	18	
Property operating leases (3)	1,610	3,297	3,352	3,403	1,749	123,979	137,390	
<b>Total contractual cash obligations</b>	<b>\$ 246,111</b>	<b>\$ 754,718</b>	<b>\$ 295,645</b>	<b>\$ 76,397</b>	<b>\$ 360,132</b>	<b>\$ 1,260,131</b>	<b>\$ 2,993,134</b>	

- (1) The contractual obligations set forth in this table exclude contracts for property operations and certain other contracts entered into in the normal course of business. Also excluded are accruals and payables incurred and interest rate derivative liabilities, which are reflected in our reported liabilities (although debt and lease liabilities are included on the table).
- (2) Represents scheduled principal amortization payments and maturities only and therefore excludes net debt discounts and deferred financing costs of \$21.4 million. As of June 30, 2021, maturities in 2023 included \$169.0 million that may be extended to 2024, subject to certain conditions.
- (3) We expect to pay these items using cash flow from operations.
- (4) Represents interest costs for our outstanding debt as of June 30, 2021 for the terms of such debt. For variable rate debt, the amounts reflected above used June 30, 2021 interest rates on variable rate debt in computing interest costs for the terms of such debt. We expect to pay these items using cash flow from operations.
- (5) Represents contractual obligations pertaining to new development and redevelopment activities.
- (6) Due to the long-term nature of certain development and construction contracts and leases included in these lines, the amounts reported in the table represent our estimate of the timing for the related obligations being payable.
- (7) Represents contractual obligations pertaining to projects for which we are acting as construction manager on behalf of unrelated parties who are our clients. We expect to be reimbursed in full for these costs by our clients.

We expect to spend approximately \$150 million on development costs and approximately \$55 million on improvements and leasing costs for operating properties (including the commitments set forth in the table above) during the remainder of 2021. We expect to fund the development costs initially using primarily borrowings under our Revolving Credit Facility. We expect to fund improvements to existing operating properties using cash flow from operating activities.

Certain of our debt instruments require that we comply with a number of restrictive financial covenants, including maximum leverage ratio, unencumbered leverage ratio, minimum net worth, minimum fixed charge coverage, minimum unencumbered interest coverage ratio, minimum debt service and maximum secured indebtedness ratio. As of June 30, 2021, we were compliant with these covenants.

#### Off-Balance Sheet Arrangements

We had no material off-balance sheet arrangements during the six months ended June 30, 2021.

#### **Inflation**

Most of our tenants are obligated to pay their share of a property's operating expenses to the extent such expenses exceed amounts established in their leases, which are based on historical expense levels. Some of our tenants are obligated to pay their full share of a building's operating expenses. These arrangements somewhat reduce our exposure to increases in such costs resulting from inflation.

#### **Recent Accounting Pronouncements**

See Note 2 to our consolidated financial statements for information regarding recent accounting pronouncements.

### Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to certain market risks, one of the most predominant of which is a change in interest rates. Increases in interest rates can result in increased interest expense under our Revolving Credit Facility and other variable rate debt. Increases in interest rates can also result in increased interest expense when our fixed rate debt matures and needs to be refinanced.

The following table sets forth as of June 30, 2021 our debt obligations and weighted average interest rates on debt maturing each year (dollars in thousands):

	For the Periods Ending December 31,						Total
	2021	2022	2023	2024	2025	Thereafter	
Debt:							
Fixed rate debt (1)	\$ 1,954	\$ 4,033	\$ 66,590	\$ 29,443	\$ 301,302	\$ 1,036,140	\$ 1,439,462
Weighted average interest rate	3.97%	3.98%	4.22%	4.42%	4.99%	2.59%	3.21%
Variable rate debt	\$ 80	\$ 488,878	\$ 169,540	\$ 540	\$ 22,415	\$ 10,160	\$ 691,613
Weighted average interest rate (2)	1.54%	1.55%	1.20%	1.60%	1.64%	1.54%	1.46%

- (1) Represents principal maturities only and therefore excludes net discounts and deferred financing costs of \$21.4 million. As of June 30, 2021, maturities in 2023 included \$169.0 million that may be extended to 2024, subject to certain conditions.
- (2) The amounts reflected above used interest rates as of June 30, 2021 for variable rate debt.

The fair value of our debt was \$2.2 billion as of June 30, 2021. If interest rates had been 1% lower, the fair value of our fixed-rate debt would have increased by approximately \$86 million as of June 30, 2021.

See Note 10 to our consolidated financial statements for information pertaining to interest rate swap contracts in place as of June 30, 2021 and their respective fair values.

Based on our variable-rate debt balances, including the effect of interest rate swap contracts, our interest expense would have increased by \$2.0 million in the six months ended June 30, 2021 if the applicable LIBOR rate was 1% higher.

### Item 4. Controls and Procedures

- (a) Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of June 30, 2021. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of June 30, 2021 were functioning effectively to provide reasonable assurance that the information required to be disclosed in reports filed or submitted under the Securities Exchange Act of 1934 is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and (ii) accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

- (b) Change in Internal Control over Financial Reporting

No change in our internal control over financial reporting occurred during the most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## PART II: OTHER INFORMATION

### Item 1. Legal Proceedings

We are not currently involved in any material litigation nor, to our knowledge, is any material litigation currently threatened against us (other than routine litigation arising in the ordinary course of business, substantially all of which is expected to be covered by liability insurance).

**Item 1A. Risk Factors**

There have been no material changes to the risk factors included in our 2020 Annual Report on Form 10-K.

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

- (a) Not applicable
- (b) Not applicable
- (c) Not applicable

**Item 3. Defaults Upon Senior Securities**

- (a) Not applicable
- (b) Not applicable

**Item 4. Mine Safety Disclosures**

Not applicable

**Item 5. Other Information**

None.

**Item 6. Exhibits**

(a) Exhibits:

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>
<a href="#">10.1</a>	<a href="#">Corporate Office Properties Trust and Corporate Office Properties, L.P. Amended and Restated Executive Change in Control and Severance Plan dated May 6, 2021 (filed herewith).</a>
<a href="#">10.2</a>	<a href="#">Letter Agreement, dated June 22, 2021, between Corporate Office Properties Trust, Corporate Office Properties, L.P., and Stephen E. Budorick (filed herewith).</a>
<a href="#">22.1</a>	<a href="#">List of Subsidiary Issuers and Guaranteed Securities (filed herewith).</a>
<a href="#">31.1</a>	<a href="#">Certification of the Chief Executive Officer of Corporate Office Properties Trust required by Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended (filed herewith).</a>
<a href="#">31.2</a>	<a href="#">Certification of the Chief Financial Officer of Corporate Office Properties Trust required by Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended (filed herewith).</a>
<a href="#">32.1</a>	<a href="#">Certification of the Chief Executive Officer of Corporate Office Properties Trust required by Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended. (This exhibit shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Further, this exhibit shall not be deemed to be incorporated by reference into any filing under the Securities Exchange Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.) (Furnished herewith).</a>
<a href="#">32.2</a>	<a href="#">Certification of the Chief Financial Officer of Corporate Office Properties Trust required by Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended. (This exhibit shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Further, this exhibit shall not be deemed to be incorporated by reference into any filing under the Securities Exchange Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.) (Furnished herewith).</a>
101.INS	XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document (filed herewith).
101.SCH	Inline XBRL Taxonomy Extension Schema Document (filed herewith).
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document (filed herewith).
101.LAB	Inline XBRL Extension Labels Linkbase (filed herewith).
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document (filed herewith).
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document (filed herewith).
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

**SIGNATURES**

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

CORPORATE OFFICE PROPERTIES TRUST

/s/ Stephen E. Budorick

Stephen E. Budorick  
President and Chief Executive Officer

/s/ Anthony Mifsud

Anthony Mifsud  
Executive Vice President and Chief Financial Officer

Dated: July 30, 2021

## CORPORATE OFFICE PROPERTIES TRUST

## CORPORATE OFFICE PROPERTIES L.P.

## AMENDED &amp; RESTATED

## EXECUTIVE CHANGE IN CONTROL AND SEVERANCE PLAN

Effective: May 6, 2021

1. Adoption of Plan; Covered Executives. The Board of Trustees (the “Board”) of Corporate Office Properties Trust, a Maryland real estate investment trust (the “Company”) and the general partner of Corporate Office Properties L.P., a Delaware limited partnership (the “Employer”), have determined that this Amended & Restated Executive Change in Control and Severance Plan (this “Plan”) should be adopted, effective as of the date hereof. The executives and officers of the Employer and/or the Company covered by this Plan (each such executive or officer a “Covered Executive” and collectively, the “Covered Executives”) will be those executives and officers selected by the Employer and the Company, in their sole discretion, who have entered into the letter agreement provided to the Covered Executive by the Company and the Employer substantially in the form attached hereto as Exhibit I (the “Letter Agreement”) stating, among other things, that such executive or officer will participate in this Plan and comply with certain confidentiality, non-competition, non-solicitation, non-disparagement and other covenants set forth as an exhibit to such Letter Agreement (collectively the “Restrictive Covenants”). Nothing in this Plan shall be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Company and the Employer and the Covered Executive, the Covered Executive shall not have any right to be retained in the employ of the Employer.

2. Definitions. The following terms shall be defined as set forth below:

(a) “*Average Performance Bonus*” shall mean the average of the annual performance bonuses, if any, for the three (3) most recent years for which the amount of the annual performance bonus has been determined (or such fewer number of years for which such amount has been determined and specifically excluding any special bonus or cash award, such as any retention bonus or sign-on bonus), provided that if the Covered Executive was not eligible to receive a performance bonus with respect to all of the prior three (3) fiscal years, such amount shall be calculated based on the Target Bonus.

(b) “*Base Salary*” shall mean the annual base salary rate in effect immediately prior to a Terminating Event, without giving effect to any decrease in such Base Salary occurring within ninety (90) days of such date that would result in the Covered Executive being deemed to have been Constructively Discharged.

(c) “*Cause*” shall mean, the termination of employment on the basis or as a result of (i) the Covered Executive’s willful failure or refusal (1) to follow a reasonable and

---



lawful directive of the Company or the Employer, or of the Board, that is not cured to the reasonable satisfaction of the Company or the Employer, as applicable, within thirty (30) days after the Covered Executive receives written notice from the Company or the Employer, as applicable, of such failure or refusal or (2) to comply with any written rules, regulations, policies, or procedures of the Company or the Employer, if not complied with, would reasonably be expected to have a material adverse effect on the business or financial condition or reputation of the Company or the Employer, as applicable, that, if capable of being cured, is not cured to the reasonable satisfaction of the Company or the Employer within thirty (30) days after the Covered Executive receives written notice of such failure from the Company or the Employer, as applicable, (ii) the Covered Executive's conviction or disposition other than "not guilty" of a felony, a crime of moral turpitude or any crime in connection with any financial, business or commercial enterprise or transaction; (iii) a final judgment or other finding by a federal or state court or federal or self-regulatory agency that the Covered Executive has committed an intentional or reckless violation of security laws; (iv) any actions engaged in by the Covered Executive constituting a violation of law, dishonesty, bad faith, willful disregard of duties, or a violation of the Covered Executive's fiduciary duties to the Company or the Employer, in each case, in connection with the Covered Executive's services with respect to the Employer; (v) any act of willful misconduct committed by the Covered Executive directly or indirectly related to Covered Executive's employment or services with respect to the Employer, including but not limited to, misappropriation of funds, dishonesty, fraud, unlawful securities transactions or a material violation of the Employer's Code of Business Conduct and Ethics or the Company's Code of Ethics for Financial Officers; (vi) the Covered Executive's abuse of alcohol or another controlled substance in a manner that, in the reasonable judgment of the Company, the Employer, or the Board, interferes with the Covered Executive's ability to perform his or her duties or responsibilities, or would reasonably be expected to have a material adverse effect on the business or financial condition or reputation of the Company or the Employer, as applicable, which abuse continues for more than thirty (30) days after the Covered Executive receives written notice from the Company or the Employer, with the Company or the Employer, as applicable, to determine whether such abuse has so continued in its reasonable judgment; or (vii) the willful or negligent failure of the Covered Executive to (1) perform the Covered Executive's duties or responsibilities, or (2) comply with the material terms of his or her Letter Agreement or any other employment, restrictive covenant, or other agreement with the Company and/or the Employer that, in either case, if capable of being cured, is not cured to the reasonable satisfaction of the Company or the Employer within thirty (30) days after the Covered Executive receives written notice of such failure from the Company or the Employer, as applicable.

(d) "*Change in Control*" shall mean the following occurring after the effective date of this Plan:

(i) The consummation of the acquisition by any person, (as such term is defined in Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 50 percent (50%) or more of the combined voting power embodied in the then outstanding voting securities of the Company;

(ii) The consummation of (1) a merger or consolidation of the Company, if the stockholders of the Company immediately before such merger or consolidation do not, as a result of such merger or consolidation, own, directly or indirectly, more than 50 percent (50%) of the combined voting power of the then outstanding voting securities of the entity resulting from such merger or consolidation in substantially the same proportion as was represented by their ownership of the combined voting power of the voting securities of the Company outstanding immediately before such merger or consolidation; or (2) the sale or other disposition of all or substantially all of the assets of the Company;

(iii) The individuals who, as of the effective date of this Plan, are members of the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the election, or nomination for election, by the Company's stockholders, of any new Board member was approved by a vote of at least two thirds ( $\frac{2}{3}$ ) of the Incumbent Board, such new Board member may, for purposes of this Plan, be considered as a member of the Incumbent Board; provided further, however, that no individual will be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened solicitation of proxies or consents by or on behalf of a person or entity other than the Board (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(iv) Approval by the stockholders of the Company of a complete or substantial liquidation or dissolution of the Company.

(e) Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because 50 percent (50%) or more of the combined voting then outstanding securities is acquired by: (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained for employees of the entity; or (ii) any corporation or other entity which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition.

(f) "*Change in Control Termination Payment*" shall mean an amount equal to (i) the Covered Executive's Change in Control Termination Payment Multiple multiplied by (ii) the sum of the Covered Executive's (1) Base Salary plus (2) the Average Performance Bonus.

(g) "*Change in Control Termination Payment Multiple*" shall mean a number determined by the Company and set forth in a Covered Executive's Letter Agreement used for purposes of calculating the Covered Executive's Change in Control Termination Payment.

(h) "*Change in Control Termination Period*" shall mean the period of time beginning six (6) months prior to, and ending upon the twelve (12) month anniversary of, the occurrence of a Change in Control (including the date of the Change in Control).

(i) "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

(j) A Covered Executive shall be deemed to have been “*Constructively Discharged*” upon the occurrence of any one of the following events:

(i) the Covered Executive is not re-elected to, or is removed from, the Covered Executive’s position with the Employer, other than as a result of the Covered Executive’s election or appointment to positions of equal or superior scope and responsibility;

(ii) a material diminution in the Covered Executive’s responsibilities, authority or duties;

(iii) a material reduction in the Covered Executive’s Base Salary or Target Bonus, in either case, without the prior written approval of the Covered Executive;

(iv) a material breach of Section 17 of this Plan by the Company, the Employer or their or its successor in a Change in Control due to such successor’s failure to expressly assume and perform this Plan in accordance with such Section; or

(v) the Employer changes the primary employment location of the Covered Executive to a place that is more than fifty (50) miles from 6711 Columbia Gateway Drive, Suite 300, Columbia, Maryland 21046.

Notwithstanding the foregoing, the Covered Executive shall not be deemed to be Constructively Discharged unless (i) the Covered Executive notifies the Employer in writing of the occurrence of the condition that would constitute a Constructive Discharge hereunder within ninety (90) days after the first occurrence of such condition; (ii) the Employer fails to remedy the condition within thirty (30) days after such notice is provided (the “Cure Period”); and (iii) the Covered Executive terminates the Covered Executive’s employment within ten (10) days after the end of the Cure Period.

(k) “*Disability*” shall mean (unless otherwise provided in an award agreement or an employment agreement between the Covered Executive and the Company or the Employer) the Covered Executive’s health condition entitled him or her to receive, and the Covered Executive’s having begun to receive, long-term disability benefits under the long-term disability plan of the Company or the Employer in which the Covered Executive participates, or, if there is no such plan, the Covered Executive’s inability, due to physical or mental illness, to perform the essential functions of the Covered Executive’s job, with or without a reasonable accommodation, for one hundred eighty (180) days out of any two hundred seventy (270)-day period.

(l) “*Pro-Rata Bonus*” shall mean, if and to the extent that a bonus pool is funded by the Company and/or the Employer with respect to the applicable annual cash performance bonus plan or program of the Employer in which the Covered Executive participates, a pro-rated annual cash performance bonus for the year of termination through the Covered Executive’s Date of Termination, determined based on the Covered Executive’s Target Bonus. Notwithstanding the foregoing, if a Terminating Event occurs with respect to a Covered Executive within the Change in Control Termination Period, the Covered Executive’s Pro-Rata Bonus shall equal a pro-rated annual cash performance bonus for the year of termination through

the Date of Termination based on the Covered Executive's Target Bonus, without regard to whether a bonus pool is funded by the Company and/or the Employer with respect to the applicable annual cash bonus plan or program. In addition, if the Covered Executive's cash performance bonus, if any, with respect to the prior year has not been paid as of the Covered Executive's Date of Termination, then the ProRata Bonus shall also include an amount equal to the Covered Executive's actual cash performance bonus for such prior year, determined based on and under the terms and conditions of the applicable performance bonus plan or program regardless of any condition under such plan or program requiring the Covered Executive to remain employed by the Employer or the Company for any period subsequent to the Covered Executive's Date of Termination in order to receive such bonus.

(m) "*Termination Payment Multiple*" shall mean a number determined by the Company and set forth in a Covered Executive's Letter Agreement used for purposes of calculating the Covered Executive's Termination Payment.

(n) "*Target Bonus*" shall mean the Covered Executive's target annual cash performance bonus as determined by the Employer for the year of termination (or prior year, if a target has not yet been set for the year of termination).

(o) "*Terminating Event*" shall mean any of the following events: (i) termination by the Employer of the employment of the Covered Executive for any reason other than for Cause, death or Disability; or (ii) termination by the Covered Executive of the Covered Executive's employment with the Employer because the Covered Executive has been Constructively Discharged. Notwithstanding the foregoing, a Terminating Event shall not be deemed to have occurred herein solely as a result of the Covered Executive being an employee of any direct or indirect successor to the business or assets of the Company and/or the Employer.

(p) "*Termination Payment*" shall mean an amount equal to (i) the Covered Executive's Termination Payment Multiple multiplied by (ii) the sum of the Covered Executive's (1) Base Salary plus (2) the Average Performance Bonus.

### 3. Termination Benefits.

(a) If a Terminating Event occurs with respect to a Covered Executive while this Plan remains in effect and the Covered Executive remains a Covered Executive under this Plan, the Company or the Employer (as applicable) shall pay or provide to the Covered Executive any earned but unpaid Base Salary, unpaid expense reimbursements, accrued but unused vacation and any vested benefits the Covered Executive may be entitled to under any employee benefit plan of the Employer within the time required by law but in no event more than thirty (30) days after the Covered Executive's Date of Termination (the "Accrued Benefit"). In addition, in such event, subject to the execution of a release in substantially the form attached hereto as Exhibit II (which the Company and the Employer may amend from time-to-time) (the "Release"), by the Covered Executive and the expiration of any revocation period with respect to such Release no later than sixty (60) days following the Covered Executive's Date of Termination, the Covered Executive shall be entitled to the following payments and benefits:

- (i) the Covered Executive's Termination Payment;

(ii) the Covered Executive's Pro-Rata Bonus, if any;

(iii) continuing coverage under the Employer's group medical, dental and vision plans as would have applied (and at such cost to the Covered Executive) if the Covered Executive remained employed by the Employer for a period equal to the lesser of (1) a number of months following the Covered Executive's Date of Termination as set forth in his or her Letter Agreement (the "Maximum Medical Benefit Continuation Period") or (2) the period from the Covered Executive's Date of Termination until such items are available to the Covered Executive under another group health plan;

(iv) the Company shall allow a period of eighteen (18) months following the Covered Executive's Date of Termination (but in no event beyond the expiration of any option term or period specified in the option agreement with the Covered Executive) to exercise any options granted to the Covered Executive under any stock option or share incentive plan established by the Company ("Stock Plan"); and

(v) notwithstanding the vesting schedule otherwise applicable, (1) the Covered Executive shall be fully vested in all of the Covered Executive's equity awards under any Stock Plan or similar program to the extent such equity awards are subject to a time-based vesting schedule (the "Time-Vesting Awards"), and (2) any accelerated vesting of the Covered Executive's equity awards under any Stock Plan or similar program that is subject to performance-based vesting shall occur in accordance with the terms of the applicable award agreement.

(b) Subject, to the extent applicable, to the six (6)-month delay described in Section 9(a), below, (i) the Termination Payment described in Section 3(a)(i) above shall be paid in substantially equal installments in accordance with the Employer's payroll practice over twelve (12) months, commencing on the first payroll date that occurs sixty (60) days after the Covered Executive's Date of Termination; provided, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Covered Executive's Date of Termination; (ii) the bonus(es) described in Section 3(a)(ii) above, if any, shall be paid in a lump-sum in the year following the year to which such bonus(es) relate at such time as such bonus(es) are paid to continuing executives of the Employer under the applicable bonus plan or program (or, if later, on the first payroll date that occurs sixty (60) days following the Covered Executive's Date of Termination); and (iii) notwithstanding the terms of the existing award agreements otherwise applicable, accelerated vesting described in Section 3(a)(v) above will occur on the sixtieth (60<sup>th</sup>) day after the Covered Executive's Date of Termination. If a Terminating Event occurs with respect to a Covered Executive pursuant to which the Covered Executive is entitled to the payments and benefits set forth above, subject to the Covered Executive's execution of the Release and the expiration of the related revocation period, then any termination or forfeiture of unvested equity awards eligible for acceleration of vesting pursuant to Section 3(a)(v) above that otherwise would have occurred on or within sixty (60) days after the Covered Executive's Date of Termination will be delayed until the sixtieth (60<sup>th</sup>) day after the Covered Executive's Date of Termination (but, in the case of any stock option, not later than the expiration date of such stock option specified in the option agreement with the Covered

Executive) and will only occur to the extent such equity awards do not vest pursuant to Section 3(a)(v) above.

(c) Notwithstanding the foregoing, if a Terminating Event occurs with respect to a Covered Executive within the Change in Control Termination Period while this Plan remains in effect and the Covered Executive remains a Covered Executive under this Plan (and subject to the Covered Executive's execution, without revocation, of the Release):

(i) the Covered Executive shall be entitled receive an amount equal to the Change in Control Termination Payment in lieu of the Termination Payment payable pursuant to Section 3(a)(i), above;

(ii) the Change in Control Termination Payment and the Pro-Rata Bonus shall each be paid in a single lump-sum on the first payroll date that occurs sixty (60) days following the Covered Executive's Date of Termination, subject, to the extent applicable, to the six (6)-month delay described in Section 9(a), below and provided such Change in Control also constitutes a "change in ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the Company's assets" for purposes of Section 409A of the Code and the regulations promulgated thereunder.

(d) Notwithstanding anything to the contrary elsewhere in this Plan, if the Covered Executive's employment is terminated due to his or her death or Disability at any time after the effective date of this Plan, the Covered Executive shall receive his or her Pro-Rata Bonus, if any, in a single lump-sum as soon as practicable following such Date of Termination.

(e) Notwithstanding anything herein, if the Covered Executive breaches any of the provisions of the Restrictive Covenants set forth in the Letter Agreement, all payments and benefits described in this Section 3 shall immediately cease and the Company and the Employer shall have the right to terminate or recoup the payments and benefits previously provided pursuant to this Section 3.

4. Time-Vesting Award Treatment Upon a Change in Control. Notwithstanding anything to the contrary elsewhere in this Plan, and except as otherwise provided in the applicable award agreement, upon the occurrence of a Change in Control, 100% of all Time-Vesting Awards held by any Covered Executive will vest in full, and to the extent applicable, settle or become fully exercisable, unless provision is made in the sole discretion of the Board in connection with the Change in Control for the assumption or continuation of such Time-Vesting Awards by, or the substitution for such Time-Vesting Awards with new awards of, the surviving successor, or resulting entity.

5. Additional Limitation.

(a) Anything in this Plan to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of a Covered Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise (the "Compensatory Payments"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision), then the Covered Executive's

Compensatory Payments shall be reduced (but not below zero) so that the sum of all of the Covered Executive's Compensatory Payments shall be \$1.00 less than the amount at which the Covered Executive becomes subject to the excise tax imposed by Section 4999 of the Code (or any successor provision); provided that such reduction shall only occur if it would result in the Covered Executive receiving a higher After Tax Amount (as defined below) than the Covered Executive would receive if the Compensatory Payments were not subject to such reduction. In such event, the Covered Executive's Compensatory Payments shall be reduced in the following order: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order.

(b) For purposes of this Section 5, the "After Tax Amount" means the amount of the Covered Executive's Compensatory Payments less all federal, state, and local income, excise and employment taxes imposed on the Covered Executive as a result of the Covered Executive's receipt of such Compensatory Payments. For purposes of determining the After Tax Amount, each Covered Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of the Covered Executive's residence on the Terminating Event, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in a Covered Executive's Compensatory Payments shall be made pursuant to Section 5(a) shall apply to the Covered Executive shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Covered Executive within fifteen (15) business days of the Terminating Event, if applicable, or at such earlier time as is reasonably requested by the Company or the Covered Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Covered Executive.

6. Arbitration of Disputes. Except as provided in the Restrictive Covenants attached as an exhibit to the Letter Agreement, any dispute or controversy arising under or in connection with this Plan or the Covered Executive's employment by the Employer shall be settled exclusively by arbitration, conducted by a single arbitrator sitting in Columbia, MD in accordance with the rules of the American Arbitration Association (the "AAA") then in effect. The arbitrator shall be selected by the parties from a list of eleven (11) arbitrators provided by the AAA, provided that no arbitrator shall be related to or affiliated with either of the parties. No later than ten (10) days after the list of proposed arbitrators is received by the parties, the parties, or their respective representatives, shall meet at a mutually convenient location in Columbia, Maryland, or telephonically. At that meeting, the party who sought arbitration shall eliminate one proposed arbitrator and then the other party shall eliminate one proposed arbitrator. The parties shall continue to alternatively eliminate names from the list of proposed arbitrators in this manner until each party has eliminated five (5) proposed arbitrators. The remaining arbitrator shall arbitrate the dispute. Each party shall submit, in writing, the specific requested action or

decision it wishes to take, or make, with respect to the matter in dispute, and the arbitrator shall be obligated to choose one party's specific requested action or decision, without being permitted to effectuate any compromise or "new" position; provided, however, that the arbitrator is authorized to award amounts not in dispute during the pendency of any dispute or controversy arising under or in connection with this Plan. All third-party costs of the arbitration proceeding, including, without limitation, the fees, costs and expenses of the arbitrator shall be shared equally by the parties; provided, however, that each party shall bear its own attorney's fees and costs and all other fees and costs that it incurs in representing itself and participating in the arbitration proceeding and provided further that the Employer shall reimburse a Covered Employee for such reasonable attorney's fees and costs if the Covered Employee prevails on the merits with respect to at least one material issue in such arbitration. Judgment may be entered on the arbitrator's award in any court having jurisdiction; including, if applicable, entry of a permanent injunction under the Restrictive Covenants attached as an exhibit to the Letter Agreement.

7. Enforcement and Governing Law. The provisions of this Plan and each Letter Agreement (including the Restrictive Covenants) shall be regarded as divisible and separate; if any of said provisions should be declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby. This Plan and each Letter Agreement (including the Restrictive Covenants) shall be construed and the legal relations of the parties hereto shall be determined in accordance with the laws of the State of Maryland as it constitutes the situs of the corporation and the employment hereunder, without reference to the law regarding conflicts of law.

8. Withholding. All payments made under this Plan shall be net of any tax or other amounts required to be withheld by the Employer under applicable law.

9. Section 409A.

(a) Anything in this Plan to the contrary notwithstanding, if at the time of the Covered Executive's "separation from service" within the meaning of Section 409A of the Code, the Company determines that the Covered Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Covered Executive becomes entitled to under this Plan would be considered deferred compensation subject to the 20 percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (i) six (6) months and one day after the Covered Executive's separation from service, or (ii) the Covered Executive's death.

(b) It is intended that this Plan will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Plan is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Plan, including but not limited to each installment payment of the Termination Payment and/or the Change in Control Termination Payment (as applicable), is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A2(b)(2).



(c) To the extent that any payment or benefit described in this Plan constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Covered Executive’s termination of employment, then such payments or benefits shall be payable only upon the Covered Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A1(h).

(d) The Company and the Employer make no representation or warranty and shall have no liability to the Covered Executive or any other person if any provisions of this Plan are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

10. Notice and Date of Termination.

(a) Notice of Termination. After the occurrence of a Termination Event, such event shall be communicated by written Notice of Termination from the Company to the Covered Executive or vice versa in accordance with this Section 10. For purposes of this Plan, a “Notice of Termination” shall mean a notice which shall indicate the specific termination provision in this Plan relied upon and the Covered Executive’s Date of Termination.

(b) Date of Termination. “Date of Termination,” with respect to any purported termination of a Covered Executive’s employment, shall mean the date the Covered executive’s employment terminates, as specified in the Covered Executive’s Notice of Termination.

(c) Notice to the Company and the Employer. Covered Executive will send all communications to the Company and the Employer relating to this Plan, in writing, by hand delivery or by registered or certified mail, postage prepaid, addressed as follows, subject to change when notified by the Company and the Employer:

Corporate Office Properties L.P.  
Corporate Office Properties Trust  
Attention: General Counsel  
6711 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046

and to:

Corporate Office Properties L.P.  
Corporate Office Properties Trust  
Attention: Head of Human Resources  
6711 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046

(d) Notice to the Covered Executive. The Company and the Employer will send all communications to the Covered Executive, relating to this Plan, in writing, addressed to the Covered Executive at the last address the Covered Executive has filed in writing with the Company.

11. Administration. The Plan will be administered by the Compensation Committee of the Board (the “Compensation Committee”). The Compensation Committee has the authority and responsibility to interpret and construe the Plan and to decide all questions and make all necessary determinations arising thereunder. The Compensation Committee may, subject to applicable law and pursuant to a written instruction, delegate, in whole or in part, any of the authority of the Compensation Committee hereunder (subject to such limits as may be determined by the Compensation Committee) to any individual or committee of individuals (who need not be members of the Board), including without limitation the authority to make determine eligibility for participation in the Plan for individuals who are not officers of the Company. The Compensation Committee’s determinations under the Plan need not be uniform and may be made by it selectively among Covered Executives who receive, or are eligible to receive, a Letter Agreement (whether or not such Covered Executives are similarly situated). Without limiting the generality of the foregoing, the Compensation Committee will be entitled, among other things, to enter into non-uniform and selective Letter Agreements and to make non-uniform and selective determinations as to the Covered Executives or the terms and conditions of the Plan or a Letter Agreement.

12. No Mitigation. The Covered Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Covered Executive by the Company under this Plan. Further, the amount of any payment provided for in this Plan shall not be reduced by any compensation earned by the Covered Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Covered Executive to the Company, or otherwise.

13. Benefits and Burdens. This Plan shall inure to the benefit of and be binding upon the Company and the Covered Executives, their respective successors, executors, administrators, heirs and permitted assigns. In the event of a Covered Executive’s death after a Terminating Event but prior to the completion by the Company of all payments due the Covered Executive under this Plan, the Company shall continue such payments to the Covered Executive’s beneficiary designated in writing to the Company prior to the Covered Executive’s death (or to the Covered Executive’s estate, if the Covered Executive fails to make such designation).

14. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Plan, or the waiver by any party of any breach of this Plan, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Effect on Other Plans. Nothing in this Plan shall be construed to limit the rights of the Covered Executives under the Company benefit plans, programs or policies.

16. Amendment or Termination of Plan. The Company and the Employer may amend or terminate this Plan at any time or from time to time for any reason, provided that the provisions of Sections 6 and 7 of this Plan and the Restrictive Covenants set forth in the Letter Agreement shall survive the termination of this Plan. The Company and the Employer shall provide reasonable notice to affected Covered Executives in the event of any such amendment or termination. Notwithstanding the foregoing, a Covered Executive's rights to receive payments and benefits pursuant to this Plan in connection with a Terminating Event occurring within the Change in Control Termination Period may not be adversely affected, without the Covered Executive's consent, by an amendment or termination of this Plan occurring within the Change in Control Termination Period.

17. Obligations of Successors. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) in a Change in Control to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company and the Employer would be required to perform if no such succession had taken place and failure to so expressly assume and agree to perform shall be a material breach of this Plan.

Adopted: As of May 6, 2021

**EXHIBIT I**  
**LETTER AGREEMENT**

[COPT Letterhead]

\_\_\_\_\_, 2021

Dear [Covered Executive]:

We are pleased to inform you that the Board of Trustees of Corporate Office Properties Trust (the “Company”) has determined that, effective as of [ ] (the “Participation Date”), you [are eligible]<sup>1</sup> [will continue]<sup>2</sup> to participate in the Corporate Office Properties Trust, Corporate Office Properties L.P. Executive Change in Control and Severance Plan (the “Plan”) as a Covered Executive, subject to the terms and conditions of the Plan, for a period of [ ] years from the Participation Date (the “Participation Period”), at which point you will cease to participate in the Plan unless otherwise agreed by you, the Company and the Employer. Capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Plan.

The terms of the Plan are detailed in the copy of the Plan that is attached as Exhibit A to this Letter Agreement, and those terms, including without limitation, Sections 6 and 7 of the Plan, are incorporated in and made a part of this Letter Agreement. As described in more detail in the Plan, the Plan entitles you to certain severance benefits in the event that your employment with the Employer terminates under certain circumstances. By signing this Letter Agreement and as a condition of your eligibility for the payments and benefits set forth in the Plan, you agree to comply with the provisions of the Plan and you agree to comply with the provisions of the confidentiality, non-competition, non-solicitation and non-disparagement requirements set forth on Exhibit B to this Letter Agreement (collectively the “Restrictive Covenants”) during your employment and, to the extent required by the Restrictive Covenants, after your employment ends regardless of the reason for the ending of such employment (and regardless of whether such termination occurs during the Participation Period); provided that, unless otherwise agreed by you, the provisions of Section 2(a) of the Restrictive Covenants (i.e., the Non-Competition Covenant, as defined therein) will not apply following a termination of your employment in the event that such termination occurs after the end of the Participation Period. Your Termination Payment Multiple shall be [ ], your Change in Control Termination Payment Multiple shall be [ ], and your Maximum Medical Benefit Continuation Period shall be [ ].

---

<sup>1</sup> For new participants.

<sup>2</sup> For participants whose Participation Period is being renewed.

---

[This Letter Agreement and the Plan constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersede in all respects any and all prior agreements between you and the Company concerning such subject matter.]<sup>3</sup> [This Letter Agreement and the Plan constitute the entire agreement between you and the Company with respect to the subject matter hereof and, as of the Participation Date, shall supersede in all respects any and all prior agreements between you and the Company, including the Letter Agreement dated [ ], concerning such subject matter.]<sup>4</sup>

By signing below, you agree to the terms and conditions of the Restrictive Covenants set forth on Exhibit B hereto, and acknowledge (i) your participation in the Plan pursuant to this Letter Agreement as of the Participation Date, (ii) that you have received and read a copy of the Plan, (iii) that you agree that any termination benefits provided for in the Plan are subject to all of the terms and conditions of the Plan and you agree to such terms and conditions, (iv) that the Company and the Employer may amend or terminate the Plan at any time, and (v) that the Restrictive Covenants shall survive and continue to apply notwithstanding (a) any amendment or termination of the Plan (or the benefits to be provided thereunder) in the future or (b) except as set forth above with respect to the Non-Competition Covenant, the expiration of the Participation Period.

Congratulations on being selected to participate in the Plan.

“Employer”

Corporate Office Properties L.P., a Delaware  
limited partnership

By: Corporate Office Properties Trust, a  
Maryland real estate investment trust

By: \_\_\_\_\_  
Name:  
Title:

“Company”

Corporate Office Properties Trust, a Maryland  
real estate investment trust

<sup>3</sup> For new participants.

<sup>4</sup> For participants whose Participation Period is being renewed.

By: \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED

\_\_\_\_\_  
[Covered Executive Name]

**EXHIBIT A**  
**TO THE LETTER AGREEMENT**

**See attached copy of the Plan**

---

**EXHIBIT B**  
**TO THE LETTER AGREEMENT**

**Restrictive Covenants**

Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Corporate Office Properties Trust, Corporate Office Properties L.P. Executive Change in Control and Severance Plan (the “Plan”) and in the Letter Agreement under the Plan to which this Exhibit B is attached. In consideration of, among other things, the Covered Executive’s participation in the Plan and continued employment by the Employer, the Covered Executive agrees to comply with the covenants, terms and conditions set forth below. The Covered Executive acknowledges that the covenants, terms and conditions set forth below will continue to apply notwithstanding any amendment or termination of the Plan (or the benefits to be provided thereunder) in the future.

1. Confidentiality and Loyalty. The Covered Executive acknowledges that heretofore or hereafter during the course of the Covered Executive’s employment the Covered Executive has produced and received, and may hereafter produce, receive and otherwise have access to various materials, records, data, trade secrets and information not generally available to the public (collectively, “Confidential Information”) regarding the Employer and its subsidiaries and affiliates. Accordingly, during and subsequent to termination of the Covered Executive’s employment with the Employer, the Covered Executive shall hold in confidence and not directly or indirectly disclose, use, copy or make lists of any such Confidential Information, except to the extent that such information is or thereafter becomes lawfully available from public sources, or such disclosure is authorized in writing by the Employer, required by law or by any competent administrative agency or judicial authority, or otherwise as reasonably necessary or appropriate in connection with the performance by the Covered Executive of the Covered Executive’s duties hereunder. All records, files, documents, computer diskettes, computer programs and other computer-generated material, as well as all other materials or copies thereof relating to the business of the Employer, which the Covered Executive shall prepare or use, shall be and remain the sole property of the Employer, shall not be removed from the Employer’s premises without its written consent, and shall be promptly returned to the Employer upon termination of the Covered Executive’s employment. The Covered Executive agrees to abide by the reasonable policies of the Employer, as in effect from time to time, respecting confidentiality and the avoidance of interests conflicting with those of the Employer.

2. Non-Competition; Non-Solicitation; Non-Disparagement.

(a) Non-Competition. The Employer and the Covered Executive have jointly reviewed the tenant lists, property submittals, logs, broker lists, and operations of the Employer, and have agreed that as an essential ingredient of and in consideration of the Covered Executive’s participation in the Plan, the Covered Executive hereby agrees that, except with the express prior written consent of the Employer, while the Covered Executive is employed by the Employer and for a period of 12 months after the termination of the Covered Executive’s employment with the Employer for any reason (the “Restrictive Period”), the Covered Executive will not directly or



indirectly compete with the business of the Employer, including, but not by way of limitation, by directly or indirectly owning, managing, operating, controlling, financing, investing, or by directly or indirectly (including, but not limited to, through a joint venture) serving as an employee, officer, trustee or director of or consultant or other external advisor to a Similar Business (as defined below) (the “Non-Competition Covenant”). For purposes of this paragraph (a), a business shall be considered to be a “Similar Business” as of a particular date if it is engaged in the ownership, development, operation, management or leasing of real estate in any geographic market or submarket in which the Employer either (i) owned, developed, operated or leased, collectively, more than 1,000,000 square feet of property of the same or similar type (e.g., office, data center, industrial, residential or self-storage) as of the earliest of such date, the date of termination of the Covered Executive’s employment with the Employer or the date of a Change in Control (as defined in the Plan), or (ii) had commenced construction or agreed to acquire or manage more than 500,000 square feet of property of the same or similar type within the 12 months preceding the earliest of such date, the date of termination of the Covered Executive’s employment with the Employer or the date of a Change in Control (as defined in the Plan). If the Covered Executive violates the Non-Competition Covenant and the Employer brings legal action for injunctive or other relief, the Employer shall not, as a result of the time involved in obtaining such relief, be deprived of the benefit of the full period of the Non-Competition Covenant. Accordingly, the Non-Competition Covenant shall be deemed to have the duration specified in this paragraph (a) computed from the date the relief is granted but reduced by the time between the period when the Restrictive Period began to run and the date of the first violation of the Non-Competition Covenant by the Covered Executive. The foregoing Non-Competition Covenant shall not prohibit a Covered Executive from owning, directly or indirectly, capital stock or similar securities which are listed on a securities exchange which do not represent more than five percent (5%) of the outstanding capital stock of any corporation.

(b) Non-Solicitation. The Covered Executive agrees that, except with the express prior written consent of the Employer, while the Covered Executive is employed by the Employer and for a period of 12 months thereafter, the Covered Executive will not directly or indirectly solicit or induce, or attempt to solicit or induce, any employee or agent of Employer to terminate employment with Employer or become employed by any other person, firm, partnership, corporation, trust or other entity, or any customer, client, independent contractor, business relation, or any other person or entity to cease doing business with the Company.

(c) Non-Disparagement. While the Covered Executive is employed and for twelve (12) months following termination of a Covered Executive’s employment for any reason, the Covered Executive shall not intentionally disclose or cause to be disclosed any negative, adverse or derogatory comments or information about (i) the Employer or its employees or the trustees of the Company; (ii) the properties of or any product or service provided by the Employer; or (iii) the Employer’s prospects for the future. For twelve (12) months following termination of the Covered Executive’s employment for any reason, the Employer shall not disclose or cause to be disclosed any negative, adverse or derogatory comments or information about the Covered Executive. Nothing in this Section shall prohibit either the Employer or a Covered Executive from testifying truthfully in any legal or administrative proceeding or making any other truthful disclosure required by applicable law.

(d) Remedies for Certain Breached. The Covered Executive acknowledges that the restrictions contained in Sections 1 and 2 of this Exhibit B are reasonable and necessary for the protection of the legitimate proprietary business interests of the Employer; that any violation of these restrictions would cause substantial injury to the Employer and such interests; that the Employer would not have caused the Covered Executive to participate under the Plan without receiving the additional consideration offered by the Covered Executive in binding himself to these restrictions; and that such restrictions were a material inducement to the Employer to offer the benefits set forth in the Plan. In the event of any violation or threatened violation of these restrictions, the Employer shall be relieved of any further obligations under the Plan, shall be entitled to seek any rights, remedies or damages available at law, in equity or otherwise under the Plan, and shall be entitled to seek preliminary and temporary injunctive relief granted by a court of competent jurisdiction to prevent or restrain any such violation by the Covered Executive and any and all persons directly or indirectly acting for or with the Covered Executive, as the case may be, while awaiting the decision of the arbitrator selected in accordance with Section 6 of the Plan, which decision, if rendered adverse to the Covered Executive, may include permanent injunctive relief to be granted by the court.

(e) Definition of Employer. For purposes of Sections 1 and 2, the term “Employer” shall be deemed to include all of the Employer’s subsidiaries and affiliates.

3. Arbitration of Disputes; Enforcement and Governing Law. Sections 6 and 7 of the Plan are expressly incorporated by reference into this Exhibit B.

## **EXHIBIT II**

### **RELEASE**

This Release (the “Release”) is entered into by [\_\_\_\_\_] (the “Covered Executive”) pursuant to the Corporate Office Properties Trust, Corporate Office Properties L.P. Executive Change in Control and Severance Plan (the “Plan”). This Release is the “Release” referenced in the Plan. Terms with initial capitalization that are not otherwise defined in this Release have the meanings set forth in the Plan. The consideration for the Covered Executive’s agreement to this Release consists of the **[Termination Payment/Change in Control Termination Payment]**<sup>5</sup> and other consideration set forth in Section 3 of the Plan.

1. In consideration of the **[Termination Payment/Change in Control Termination Payment]** and other consideration set forth in Section 3 of the Plan, the Covered Executive hereby releases and forever discharges the Company and the Employer, the predecessors, successors, assigns and affiliates of each of the Company and the Employer, and current and former members, partners, trustees, officers, employees, representatives, attorneys, agents and all persons acting by, through, under or in concert with any of the foregoing (any and all of whom or which are referred to hereinafter as the “Releasees”) from any claim, demand, right, action or cause of action, of whatever nature or kind, in law, equity, administrative proceedings, or otherwise, whether based upon any law, statute, ordinance, rule, regulation, common law, or otherwise, or any entitlement to attorneys’ fees, costs or expenses, and from any other matter under any other theory, whether known or unknown, suspected or claimed, liquidated or unliquidated, absolute or contingent (collectively, “Claims”), which arose or occurred at any time prior to the date the Covered Executive signed this Release, including, but not limited to, any Claim relating in any way to the Covered Executive’s employment, or the termination thereof, by the Employer, the Company and/or any subsidiary of either, saving and excepting however, the Covered Executive’s rights to any earned but unpaid base salary, unpaid expense reimbursements, accrued but unused vacation and any vested benefits the Covered Executive may have under any employee benefit plan of the Employer (the “Accrued Benefit”), the Covered Executive’s rights under Section 2(c) of **Exhibit B** to the Letter Agreement, any Claim that cannot be waived as a matter of law and, subject to this Release becoming effective, the Covered Executive’s right to receive payment of the **[Termination Payment/Change in Control Termination Payment]** and provision of the other consideration set forth in Section 3 of the Plan, nor shall this Release constitute a waiver of any vested rights under any 401(k), retirement or other ERISA-governed plan, or a waiver of any of vested stock options or restricted shares, if any. Without restricting the foregoing, this Release Agreement includes: (1) any Claim brought under any federal, state, or local fair employment practices law, including, but not limited to: the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Americans with Disabilities Act (ADA) as amended, the Equal Pay Act (EPA), the Genetic Information Nondiscrimination Act (GINA), and the Uniformed Services Employment and Reemployment Rights Act (USERRA); (2) any Claim brought under any state or federal law regarding wages, benefits, or employment practices, including the Family and Medical Leave Act;

---

<sup>5</sup>. Include only the applicable payment.

(3) any contract Claims; (4) any intentional or unintentional tort Claims, including, but not limited to: defamation, libel, slander, abusive or wrongful discharge, fraud or misrepresentation; and (5) any Claims alleging retaliation and/or any whistleblower Claims, including Claims arising under the Sarbanes-Oxley Act and the Dodd Frank Act.

2. The Covered Executive promises and covenants not to commence any action or proceeding against any Releasee for any released Claim before any federal or state court or, except as expressly stated herein, administrative agency, civil rights commission or other forum. If the Covered Executive commences any action or proceeding in violation of this paragraph, the Employer and the Company shall be excused from making any further payments, continuing any other benefits, or providing other consideration otherwise owed under the Plan other than the Accrued Benefit. Notwithstanding the foregoing, the parties recognize the authority of the Equal Employment Opportunity Commission (“EEOC”) to enforce the statutes which come under its jurisdiction, and this Release is not intended to prevent the Covered Executive from filing a charge or participating in any investigation or proceeding conducted by the EEOC. To the extent any proceeding is commenced against any of the Releasees by any person, entity or agency in any forum, the Covered Executive waives any Claim or right to money damages, attorneys’ fees, or other legal or equitable relief awarded by any jury, court or governmental agency related to any released Claim. Further notwithstanding the foregoing, this paragraph shall not apply to any proceeding initiated by the Covered Executive to the extent that the Covered Executive asserts that any Releasee has violated ADEA, including any challenge to the effectiveness of the release of Claims under ADEA. For the avoidance of doubt, this exception for the pursuit of ADEA Claims shall not be construed as an acknowledgment that the release of ADEA Claims is in any way ineffective, shall not be construed to affect the effectiveness of the Covered Executive’s release of ADEA Claims and shall not affect the right of any Releasee to rely on the Covered Executive’s release of ADEA Claims as a defense to any claim under ADEA. This exception is solely for the purpose of conforming this paragraph to the limitations set forth in 29 C.F.R. Sec. 1625.23.

3. Ongoing Obligations of the Covered Executive. The Covered Executive reaffirms the Covered Executive’s ongoing obligations under the Plan and the Letter Agreement, including without limitation the Covered Executive’s obligations under Exhibit B to the Letter Agreement.

4. No Assignment. The Covered Executive represents that the Covered Executive has not assigned to any other person or entity any Claims against any Releasee.

5. Right to Consider and Revoke Release. The Covered Executive acknowledges that this Release is deemed to be delivered to the Covered Executive on the Covered Executive’s Date of Termination; *provided* that the Covered Executive’s employment is terminated in connection with a Terminating Event. The Covered Executive acknowledges that the Covered Executive has been given the opportunity to consider this Release for a period ending forty-five (45) days after the Date of Termination. In the event the Covered Executive executed this Release within less than forty-five (45) days after the delivery of this Release to the Covered Executive, the Covered Executive acknowledges that such decision was entirely voluntary and that the Covered Executive had the opportunity to consider this Release until the end of the forty-five (45) day period. To accept this Release, the Covered Executive shall deliver a signed Release to the Senior Vice

President, Human Resources of the Company (the "SVP-HR") within such forty-five (45) day period. For a period of seven (7) days from the date when the Covered Executive executes this Release (the "Revocation Period"), the Covered Executive shall retain the right to revoke this Release by written notice that is received by the SVP-HR on or before the last day of the Revocation Period. This Release shall take effect only if it is executed and delivered within the forty-five (45) day period as set forth above and if it is not revoked pursuant to the preceding sentence. If those conditions are satisfied, this Release shall become effective and enforceable on the date immediately following the last day of the Revocation Period (the "Effective Date"). The signed Release and any revocation may be delivered to the SVP-HR by hand or by a PDF copy attached to an email to the SVP-HR. If the Release is sent by email of a PDF copy, the Covered Executive shall separately send an original of the signed Release to the SVP-HR by first class mail or otherwise promptly after sending such email.

6. Other Terms.

(a) Legal Representation: Review of Release. The Covered Executive acknowledges that the Covered Executive has been advised to discuss all aspects of this Release with the Covered Executive's attorney, that the Covered Executive has carefully read and fully understands all of the provisions of this Release and that the Covered Executive is voluntarily entering into this Release.

(b) Binding Nature of Release. This Release shall be binding upon the Covered Executive and upon the Covered Executive's heirs, administrators, representatives and executors.

(c) Amendment. This Release may be amended only upon a written agreement executed by the Covered Executive, the Company and the Employer.

(d) Governing Law and Interpretation. This Release shall be deemed to be made and entered into in the State of Maryland, and shall in all respects be interpreted, enforced and governed under the laws of the State of Maryland, without giving effect to the conflict of laws provisions of Maryland law. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the Company, the Employer or the Covered Executive.

(e) Absence of Reliance. The Covered Executive acknowledges that the Covered Executive is not relying on any promises or representations by the Company or the Employer or any of their respective agents, representatives or attorneys regarding any subject matter addressed in this Release.

So agreed.

\_\_\_\_\_  
[Covered Executive]

\_\_\_\_\_  
Date

*Budorick, Stephen E.*

June 22, 2021

5-Year



**Corporate Office Properties Trust**

6711 Columbia Gateway Drive, Suite 300

Columbia, MD 21046

443.285.5400 // copt.com

NYSE: OFC

**LETTER AGREEMENT**

June 22, 2021

Dear Steve:

We are pleased to inform you that the Board of Trustees of Corporate Office Properties Trust (the “Company”) has determined that, effective as of **June 22, 2021** (the “Participation Date”), you are eligible to participate in the Corporate Office Properties Trust, Corporate Office Properties L.P. Executive Change in Control and Severance Plan (the “Plan”) as a Covered Executive, subject to the terms and conditions of the Plan, for a period of **5 years** from the Participation Date (the “Participation Period”), at which point you will cease to participate in the Plan unless otherwise agreed by you, the Company and the Employer. Capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Plan.

The terms of the Plan are detailed in the copy of the Plan that is attached as Exhibit A to this Letter Agreement, and those terms, including without limitation, Sections 6 and 7 of the Plan, are incorporated in and made a part of this Letter Agreement. As described in more detail in the Plan, the Plan entitles you to certain severance benefits in the event that your employment with the Employer terminates under certain circumstances. By signing this Letter Agreement and as a condition of your eligibility for the payments and benefits set forth in the Plan, you agree to comply with the provisions of the Plan and you agree to comply with the provisions of the confidentiality, non-competition, non-solicitation and non-disparagement requirements set forth on Exhibit B to this Letter Agreement (collectively the “Restrictive Covenants”) during your employment and, to the extent required by the Restrictive Covenants, after your employment ends regardless of the reason for the ending of such employment (and regardless of whether such termination occurs during the Participation Period); provided that, unless otherwise agreed by you, the provisions of Section 2(a) of the Restrictive Covenants (i.e., the Non-Competition Covenant, as defined therein) will not apply following a termination of your employment in the event that such termination occurs after the end of the Participation Period. Your Termination Payment Multiple shall be **2.00** your Change in Control Termination Payment Multiple shall be **2.99**, and your Maximum Medical Benefit Continuation Period shall be **24 months**.

This Letter Agreement and the Plan constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersede in all respects any and all prior agreements between you and the Company concerning such subject matter.

By signing below, you agree to the terms and conditions of the Restrictive Covenants set forth on Exhibit B hereto, and acknowledge (i) your participation in the Plan pursuant to this Letter Agreement as of the Participation Date, (ii) that you have received and read a copy of the Plan, (iii) that you agree that any termination benefits provided for in the Plan are subject to all of the terms and conditions of the Plan and you agree to such terms and conditions, (iv) that the Company and the Employer may amend or terminate the Plan at any time, and (v) that the Restrictive Covenants shall survive and continue to apply notwithstanding (a) any amendment or termination of the Plan (or the benefits to be provided thereunder) in the future or (b) except as set forth above with respect to the Non-Competition Covenant, the expiration of the Participation Period.

Congratulations on being selected to participate in the Plan.

---

“Employer”

*Corporate Office Properties L.P., a Delaware limited partnership*

*By: Corporate Office Properties Trust, a Maryland real estate investment trust*

By: /s/ David L. Finch

Name: **David L. Finch**

Title: Vice President, Secretary & General Counsel

“Company”

*Corporate Office Properties Trust, a Maryland real estate investment trust*

By: /s/ David L. Finch

Name: **David L. Finch**

Title: Vice President, Secretary & General Counsel

AGREED TO AND ACCEPTED

/s/ Stephen E. Budorick

**Stephen E. Budorick**

**EXHIBIT A**  
**TO THE LETTER AGREEMENT**

[See the Plan filed as Exhibit 10.1 to the Quarterly Report on Form 10-Q of Corporate Office Properties Trust for the Quarter Ended June 30, 2021.]

---



**EXHIBIT B**  
**TO THE LETTER AGREEMENT**

**Restrictive Covenants**

Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Corporate Office Properties Trust, Corporate Office Properties L.P. Executive Change in Control and Severance Plan (the “Plan”) and in the Letter Agreement under the Plan to which this Exhibit B is attached. In consideration of, among other things, the Covered Executive’s participation in the Plan and continued employment by the Employer, the Covered Executive agrees to comply with the covenants, terms and conditions set forth below. The Covered Executive acknowledges that the covenants, terms and conditions set forth below will continue to apply notwithstanding any amendment or termination of the Plan (or the benefits to be provided thereunder) in the future.

1. **Confidentiality and Loyalty.** The Covered Executive acknowledges that heretofore or hereafter during the course of the Covered Executive’s employment the Covered Executive has produced and received, and may hereafter produce, receive and otherwise have access to various materials, records, data, trade secrets and information not generally available to the public (collectively, “Confidential Information”) regarding the Employer and its subsidiaries and affiliates. Accordingly, during and subsequent to termination of the Covered Executive’s employment with the Employer, the Covered Executive shall hold in confidence and not directly or indirectly disclose, use, copy or make lists of any such Confidential Information, except to the extent that such information is or thereafter becomes lawfully available from public sources, or such disclosure is authorized in writing by the Employer, required by law or by any competent administrative agency or judicial authority, or otherwise as reasonably necessary or appropriate in connection with the performance by the Covered Executive of the Covered Executive’s duties hereunder. All records, files, documents, computer diskettes, computer programs and other computer-generated material, as well as all other materials or copies thereof relating to the business of the Employer, which the Covered Executive shall prepare or use, shall be and remain the sole property of the Employer, shall not be removed from the Employer’s premises without its written consent, and shall be promptly returned to the Employer upon termination of the Covered Executive’s employment. The Covered Executive agrees to abide by the reasonable policies of the Employer, as in effect from time to time, respecting confidentiality and the avoidance of interests conflicting with those of the Employer.

2. **Non-Competition; Non-Solicitation; Non-Disparagement.**

(a) **Non-Competition.** The Employer and the Covered Executive have jointly reviewed the tenant lists, property submittals, logs, broker lists, and operations of the Employer, and have agreed that as an essential ingredient of and in consideration of the Covered Executive’s participation in the Plan, the Covered Executive hereby agrees that, except with the express prior written consent of the Employer, while the Covered Executive is employed by the Employer and for a period of 12 months after the termination of the Covered Executive’s employment with the Employer for any reason (the “Restrictive Period”), the Covered Executive

will not directly or indirectly compete with the business of the Employer, including, but not by way of limitation, by directly or indirectly owning, managing, operating, controlling, financing, investing, or by directly or indirectly (including, but not limited to, through a joint venture) serving as an employee, officer, trustee or director of or consultant or other external advisor to a Similar Business (as defined below) (the “Non-Competition Covenant”). For purposes of this paragraph (a), a business shall be considered to be a “Similar Business” as of a particular date if it is engaged in the ownership, development, operation, management or leasing of real estate in any geographic market or submarket in which the Employer either (i) owned, developed, operated or leased, collectively, more than 1,000,000 square feet of property of the same or similar type (e.g., office, data center, industrial, residential or self-storage) as of the earliest of such date, the date of termination of the Covered Executive’s employment with the Employer or the date of a Change in Control (as defined in the Plan), or (ii) had commenced construction or agreed to acquire or manage more than 500,000 square feet of property of the same or similar type within the 12 months preceding the earliest of such date, the date of termination of the Covered Executive’s employment with the Employer or the date of a Change in Control (as defined in the Plan). If the Covered Executive violates the Non-Competition Covenant and the Employer brings legal action for injunctive or other relief, the Employer shall not, as a result of the time involved in obtaining such relief, be deprived of the benefit of the full period of the Non-Competition Covenant. Accordingly, the Non-Competition Covenant shall be deemed to have the duration specified in this paragraph (a) computed from the date the relief is granted but reduced by the time between the period when the Restrictive Period began to run and the date of the first violation of the Non-Competition Covenant by the Covered Executive. The foregoing Non-Competition Covenant shall not prohibit a Covered Executive from owning, directly or indirectly, capital stock or similar securities which are listed on a securities exchange which do not represent more than five percent (5%) of the outstanding capital stock of any corporation.

(b) Non-Solicitation. The Covered Executive agrees that, except with the express prior written consent of the Employer, while the Covered Executive is employed by the Employer and for a period of 12 months thereafter, the Covered Executive will not directly or indirectly solicit or induce, or attempt to solicit or induce, any employee or agent of Employer to terminate employment with Employer or become employed by any other person, firm, partnership, corporation, trust or other entity, or any customer, client, independent contractor, business relation, or any other person or entity to cease doing business with the Company.

(c) Non-Disparagement. While the Covered Executive is employed and for twelve (12) months following termination of a Covered Executive’s employment for any reason, the Covered Executive shall not intentionally disclose or cause to be disclosed any negative, adverse or derogatory comments or information about (i) the Employer or its employees or the trustees of the Company; (ii) the properties of or any product or service provided by the Employer; or (iii) the Employer’s prospects for the future. For twelve (12) months following termination of the Covered Executive’s employment for any reason, the Employer shall not disclose or cause to be disclosed any negative, adverse or derogatory comments or information about the Covered Executive. Nothing in this Section shall prohibit either the Employer or a Covered Executive from testifying truthfully in any legal or administrative proceeding or making any other truthful disclosure required by applicable law.

(d) Remedies for Certain Breached. The Covered Executive acknowledges that the restrictions contained in Sections 1 and 2 of this Exhibit B are reasonable and necessary for the protection of the legitimate proprietary business interests of the Employer; that any violation of these restrictions would cause substantial injury to the Employer and such interests; that the Employer would not have caused the Covered Executive to participate under the Plan without receiving the additional consideration offered by the Covered Executive in binding himself to these restrictions; and that such restrictions were a material inducement to the Employer to offer the benefits set forth in the Plan. In the event of any violation or threatened violation of these restrictions, the Employer shall be relieved of any further obligations under the Plan, shall be entitled to seek any rights, remedies or damages available at law, in equity or otherwise under the Plan, and shall be entitled to seek preliminary and temporary injunctive relief granted by a court of competent jurisdiction to prevent or restrain any such violation by the Covered Executive and any and all persons directly or indirectly acting for or with the Covered Executive, as the case may be, while awaiting the decision of the arbitrator selected in accordance with Section 6 of the Plan, which decision, if rendered adverse to the Covered Executive, may include permanent injunctive relief to be granted by the court.

(e) Definition of Employer. For purposes of Sections 1 and 2, the term “Employer” shall be deemed to include all of the Employer’s subsidiaries and affiliates.

3. Arbitration of Disputes; Enforcement and Governing Law. Sections 6 and 7 of the Plan are expressly incorporated by reference into this Exhibit B.

**EXHIBIT II**

**RELEASE**

This Release (the “Release”) is entered into by [ ] (the “Covered Executive”) pursuant to the Corporate Office Properties Trust, Corporate Office Properties L.P. Executive Change in Control and Severance Plan (the “Plan”). This Release is the “Release” referenced in the Plan. Terms with initial capitalization that are not otherwise defined in this Release have the meanings set forth in the Plan. The consideration for the Covered Executive’s agreement to this Release consists of the **[Termination Payment/Change in Control Termination Payment]**<sup>1</sup> and other consideration set forth in Section 3 of the Plan.

1. In consideration of the **[Termination Payment/Change in Control Termination Payment]** and other consideration set forth in Section 3 of the Plan, the Covered Executive hereby releases and forever discharges the Company and the Employer, the predecessors, successors, assigns and affiliates of each of the Company and the Employer, and current and former members, partners, trustees, officers, employees, representatives, attorneys, agents and all persons acting by, through, under or in concert with any of the foregoing (any and all of whom or which are referred to hereinafter as the “Releasees”) from any claim, demand, right, action or cause of action, of whatever nature or kind, in law, equity, administrative proceedings, or otherwise, whether based upon any law, statute, ordinance, rule, regulation, common law, or otherwise, or any entitlement to attorneys’ fees, costs or expenses, and from any other matter under any other theory, whether known or unknown, suspected or claimed, liquidated or unliquidated, absolute or contingent (collectively, “Claims”), which arose or occurred at any time prior to the date the Covered Executive signed this Release, including, but not limited to, any Claim relating in any way to the Covered Executive’s employment, or the termination thereof, by the Employer, the Company and/or any subsidiary of either, saving and excepting however, the Covered Executive’s rights to any earned but unpaid base salary, unpaid expense reimbursements, accrued but unused vacation and any vested benefits the Covered Executive may have under any employee benefit plan of the Employer (the “Accrued Benefit”), the Covered Executive’s rights under Section 2(c) of Exhibit B to the Letter Agreement, any Claim that cannot be waived as a matter of law and, subject to this Release becoming effective, the Covered Executive’s right to receive payment of the **[Termination Payment/Change in Control Termination Payment]** and provision of the other consideration set forth in Section 3 of the Plan, nor shall this Release constitute a waiver of any vested rights under any 401(k), retirement or other ERISA-governed plan, or a waiver of any of vested stock options or restricted shares, if any. Without restricting the foregoing, this Release Agreement includes: (1) any Claim brought under any federal, state, or local fair employment practices law, including, but not limited to: the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Americans with Disabilities Act (ADA) as amended, the Equal Pay Act (EPA), the Genetic Information Nondiscrimination Act (GINA), and the Uniformed Services Employment and Reemployment Rights Act (USERRA); (2) any Claim brought under any state or federal law regarding wages, benefits, or employment practices, including the Family and Medical Leave Act; (3) any contract Claims; (4) any

---

<sup>1</sup>. Include only the applicable payment.

intentional or unintentional tort Claims, including, but not limited to: defamation, libel, slander, abusive or wrongful discharge, fraud or misrepresentation; and (5) any Claims alleging retaliation and/or any whistleblower Claims, including Claims arising under the Sarbanes-Oxley Act and the Dodd Frank Act.

2. The Covered Executive promises and covenants not to commence any action or proceeding against any Releasee for any released Claim before any federal or state court or, except as expressly stated herein, administrative agency, civil rights commission or other forum. If the Covered Executive commences any action or proceeding in violation of this paragraph, the Employer and the Company shall be excused from making any further payments, continuing any other benefits, or providing other consideration otherwise owed under the Plan other than the Accrued Benefit. Notwithstanding the foregoing, the parties recognize the authority of the Equal Employment Opportunity Commission (“EEOC”) to enforce the statutes which come under its jurisdiction, and this Release is not intended to prevent the Covered Executive from filing a charge or participating in any investigation or proceeding conducted by the EEOC. To the extent any proceeding is commenced against any of the Releasees by any person, entity or agency in any forum, the Covered Executive waives any Claim or right to money damages, attorneys’ fees, or other legal or equitable relief awarded by any jury, court or governmental agency related to any released Claim. Further notwithstanding the foregoing, this paragraph shall not apply to any proceeding initiated by the Covered Executive to the extent that the Covered Executive asserts that any Releasee has violated ADEA, including any challenge to the effectiveness of the release of Claims under ADEA. For the avoidance of doubt, this exception for the pursuit of ADEA Claims shall not be construed as an acknowledgment that the release of ADEA Claims is in any way ineffective, shall not be construed to affect the effectiveness of the Covered Executive’s release of ADEA Claims and shall not affect the right of any Releasee to rely on the Covered Executive’s release of ADEA Claims as a defense to any claim under ADEA. This exception is solely for the purpose of conforming this paragraph to the limitations set forth in 29 C.F.R. Sec. 1625.23.

3. Ongoing Obligations of the Covered Executive. The Covered Executive reaffirms the Covered Executive’s ongoing obligations under the Plan and the Letter Agreement, including without limitation the Covered Executive’s obligations under Exhibit B to the Letter Agreement.

4. No Assignment. The Covered Executive represents that the Covered Executive has not assigned to any other person or entity any Claims against any Releasee.

5. Right to Consider and Revoke Release. The Covered Executive acknowledges that this Release is deemed to be delivered to the Covered Executive on the Covered Executive’s Date of Termination; *provided* that the Covered Executive’s employment is terminated in connection with a Terminating Event. The Covered Executive acknowledges that the Covered Executive has been given the opportunity to consider this Release for a period ending forty-five (45) days after the Date of Termination. In the event the Covered Executive executed this Release within less than forty-five (45) days after the delivery of this Release to the Covered Executive, the Covered Executive acknowledges that such decision was entirely voluntary and that the Covered Executive had the opportunity to consider this Release until the end of the forty-five (45) day period. To accept this Release, the Covered Executive shall deliver a signed

Release to the Senior Vice President, Human Resources of the Company (the "SVP-HR") within such forty-five (45) day period. For a period of seven (7) days from the date when the Covered Executive executes this Release (the "Revocation Period"), the Covered Executive shall retain the right to revoke this Release by written notice that is received by the SVP-HR on or before the last day of the Revocation Period. This Release shall take effect only if it is executed and delivered within the forty-five (45) day period as set forth above and if it is not revoked pursuant to the preceding sentence. If those conditions are satisfied, this Release shall become effective and enforceable on the date immediately following the last day of the Revocation Period (the "Effective Date"). The signed Release and any revocation may be delivered to the SVP-HR by hand or by a PDF copy attached to an email to the SVP-HR. If the Release is sent by email of a PDF copy, the Covered Executive shall separately send an original of the signed Release to the SVP-HR by first class mail or otherwise promptly after sending such email.

6. Other Terms.

(a) Legal Representation; Review of Release. The Covered Executive acknowledges that the Covered Executive has been advised to discuss all aspects of this Release with the Covered Executive's attorney, that the Covered Executive has carefully read and fully understands all of the provisions of this Release and that the Covered Executive is voluntarily entering into this Release.

(b) Binding Nature of Release. This Release shall be binding upon the Covered Executive and upon the Covered Executive's heirs, administrators, representatives and executors.

(c) Amendment. This Release may be amended only upon a written agreement executed by the Covered Executive, the Company and the Employer.

(d) Governing Law and Interpretation. This Release shall be deemed to be made and entered into in the State of Maryland, and shall in all respects be interpreted, enforced and governed under the laws of the State of Maryland, without giving effect to the conflict of laws provisions of Maryland law. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the Company, the Employer or the Covered Executive.

(e) Absence of Reliance. The Covered Executive acknowledges that the Covered Executive is not relying on any promises or representations by the Company or the Employer or any of their respective agents, representatives or attorneys regarding any subject matter addressed in this Release.

So agreed.

\_\_\_\_\_  
[Covered Executive]

\_\_\_\_\_  
Date

**List of Subsidiary Issuers of Guaranteed Securities**

As of June 30, 2021, Corporate Office Properties Trust was the guarantor of the outstanding guaranteed debt securities of its subsidiaries, as listed below:

<b>Debt Instrument</b>	<b>Issuer</b>
5.000% Senior Notes due 2025	Corporate Office Properties, L.P.
2.250% Senior Notes due 2026	Corporate Office Properties, L.P.
2.750% Senior Notes due 2031	Corporate Office Properties, L.P.

## CORPORATE OFFICE PROPERTIES TRUST

CERTIFICATIONS REQUIRED BY  
RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934CERTIFICATIONS

I, Stephen E. Budorick, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Corporate Office Properties 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 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(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: July 30, 2021

/s/ Stephen E. Budorick

Stephen E. Budorick  
President and Chief Executive Officer



## CORPORATE OFFICE PROPERTIES TRUST

CERTIFICATIONS REQUIRED BY  
RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934CERTIFICATIONS

I, Anthony Mifsud, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Corporate Office Properties 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 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(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: July 30, 2021

/s/ Anthony Mifsud

Anthony Mifsud  
Chief Financial Officer

**CORPORATE OFFICE PROPERTIES TRUST**

CERTIFICATIONS REQUIRED BY

RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934

In connection with the Quarterly Report on Form 10-Q of Corporate Office Properties Trust (the "Company") for the quarter ended June 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen E. Budorick, President and Chief Executive Officer of the Company, certify that to my knowledge:

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

/s/ Stephen E. Budorick

---

Stephen E. Budorick  
President and Chief Executive Officer

Date: July 30, 2021

**CORPORATE OFFICE PROPERTIES TRUST**

CERTIFICATIONS REQUIRED BY

RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934

In connection with the Quarterly Report on Form 10-Q of Corporate Office Properties Trust (the "Company") for the quarter ended June 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony Mifsud, Chief Financial Officer of the Company, certify that to my knowledge:

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

/s/ Anthony Mifsud

Anthony Mifsud  
Chief Financial Officer

Date: July 30, 2021