

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549
FORM 10-K**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2025
OR
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number 001-12928

AGREE REALTY CORPORATION
(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of incorporation or organization)

38-3148187

(I.R.S. Employer Identification No.)

32301 Woodward Avenue, Royal Oak, Michigan

(Address of principal executive offices)

48073

(Zip Code)

(248) 737-4190
(Registrant's telephone number, including area code)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, \$.0001 par value	ADC	New York Stock Exchange
Depository Shares, each representing one-thousandth of a share of 4.25% Series A Cumulative Redeemable Preferred Stock, \$.0001 par value	ADCPRA	New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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 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, 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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

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

The aggregate market value of the Registrant's shares of common stock held by non-affiliates was \$5,088,774,755 as of June 30, 2025, based on the closing price of \$73.06 on the New York Stock Exchange on that date.

At February 9, 2026, there were 120,028,299 shares of common stock, \$.0001 par value per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the annual stockholder meeting to be held in 2026 are incorporated by reference into Part III of this Annual Report on Form 10-K as noted herein.

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Cautionary Note Regarding Forward-Looking Statements

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Company intends such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 and includes this statement for purposes of complying with these safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe the Company’s future plans, strategies and expectations, are generally identifiable by use of the words “anticipate,” “estimate,” “should,” “expect,” “believe,” “intend,” “may,” “will,” “seek,” “could,” “project” or similar expressions. You should not rely on forward-looking statements since they involve known and unknown risks, uncertainties and other factors which are, in some cases, beyond the Company’s control and which could materially affect the Company’s results of operations, financial condition, cash flows, performance or future achievements or events. Factors which may cause actual results to differ materially from current expectations include, but are not limited to: changes in general economic, financial and real estate market conditions; the financial failure of, or other default in payment by, tenants under their leases and the potential resulting vacancies; the Company’s concentration with certain tenants and in certain markets, which may make the Company more susceptible to adverse events; changes in the Company’s business strategy; risks that the Company’s acquisition and development projects will fail to perform as expected; adverse changes and disruption in the retail sector, including due to the adverse impact of tariffs, and the financing stability of the Company’s tenants, which could impact tenants’ ability to pay rent and expense reimbursement; the Company’s ability to pay dividends; risks relating to information technology and cybersecurity attacks, loss of confidential information and other related business disruptions; risks related to the impacts of artificial intelligence; loss of key management personnel; the potential need to fund improvements or other capital expenditures out of operating cash flow; financing risks, such as the inability to obtain debt or equity financing on favorable terms or at all; the level and volatility of interest rates; the Company’s ability to renew or re-lease space as leases expire; limitations in the Company’s tenants’ leases on real estate tax, insurance and operating cost reimbursement obligations; loss or bankruptcy of one or more of the Company’s major tenants, and bankruptcy laws that may limit the Company’s remedies if a tenant becomes bankrupt and rejects its leases; potential liability for environmental contamination, which could result in substantial costs; the Company’s level of indebtedness, which could reduce funds available for other business purposes and reduce the Company’s operational flexibility; covenants in the Company’s credit agreements and unsecured notes, which could limit the Company’s flexibility and adversely affect its financial condition; credit market developments that may reduce availability under the Company’s revolving credit facility and commercial paper program; an increase in market interest rates which could raise the Company’s interest costs on existing and future debt; a decrease in interest rates, which may lead to additional competition for the acquisition of real estate or adversely affect the Company’s results of operations; the Company’s hedging strategies, which may not be successful in mitigating the Company’s risks associated with interest rates; legislative or regulatory changes, including changes to laws governing real estate investment trusts (“REITs”); the Company’s ability to maintain its qualification as a REIT for federal income tax purposes and the limitations imposed on its business by its status as a REIT; and the Company’s failure to qualify as a REIT for federal income tax purposes, which could adversely affect the Company’s operations and ability to make distributions.

Unless the context otherwise requires, references in this Annual Report on Form 10-K to the terms “registrant,” the “Company,” “Agree Realty,” “we,” “our” or “us” refer to Agree Realty Corporation and all of its consolidated subsidiaries, including its majority owned operating partnership, Agree Limited Partnership (the “Operating Partnership”). Agree Realty has elected to treat certain subsidiaries as taxable real estate investment trust subsidiaries which are collectively referred to herein as the “TRS.”

PART I

Item 1: Business

General

The Company is a fully integrated REIT primarily focused on the ownership, acquisition, development and management of retail properties net leased to industry leading tenants. The Company was founded in 1971 by its current Executive Chairman, Richard Agree, and its common stock was listed on the New York Stock Exchange (“NYSE”) in 1994. The Company’s assets are held by, and all of its operations are conducted through, directly or indirectly, the Operating Partnership of which the Company is the sole general partner and in which it held a 99.7% common interest as of December 31, 2025. Under the agreement of limited partnership of the Operating Partnership, the Company, as the sole general partner, has exclusive responsibility and discretion in the management and control of the Operating Partnership.

As of December 31, 2025, the Company’s portfolio consisted of 2,674 properties located in all 50 states and totaling approximately 55.5 million square feet of Gross Leasable Area (“GLA”). The portfolio was approximately 99.7% leased and had a weighted average remaining lease term of approximately 7.8 years. A significant majority of the Company’s properties are leased to national tenants and approximately 66.8% of our annualized base rent was derived from tenants, or parent entities thereof, with an investment grade credit rating from S&P Global Ratings, Moody’s Investors Service, Fitch Ratings or the National Association of Insurance Commissioners. Substantially all of our tenants are subject to net lease agreements. A net lease typically requires the tenant to be responsible for minimum monthly rent and property operating expenses including property taxes, insurance and maintenance.

As of December 31, 2025, the Company had 90 full-time employees, covering accounting, acquisitions, asset management, development and construction, finance, information technology, legal, due diligence, and people and culture.

The Company was incorporated in December 1993 under the laws of the State of Maryland. The Company believes that it has operated, and it intends to continue to operate, in such a manner to qualify as a REIT under the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”). In order to maintain qualification as a REIT, the Company must, among other things, distribute at least 90% of its REIT taxable income each year and meet asset and income tests. Additionally, its charter limits ownership of the Company, directly or constructively, by any single person to 9.8% of the value or number of shares, whichever is more restrictive, of its outstanding common stock and 9.8% of the value of the aggregate of all of its outstanding stock, subject to certain exceptions. As a REIT, the Company is not subject to federal income tax with respect to that portion of its income that is distributed currently to its stockholders.

The Company’s principal executive offices are located at 32301 Woodward Avenue, Royal Oak, MI 48073 and its telephone number is (248) 737-4190. The Company’s website is www.agreerealty.com.

Recent Developments

For a discussion of business developments that occurred in 2025, see “Item 7 – Management’s Discussion and Analysis of Financial Condition and Results of Operations” later in this report. Certain summarized highlights are contained below.

Investments and Disposition Activity

During 2025, the Company completed approximately \$1.57 billion of investments in net leased retail real estate. Total investment volume includes the acquisition of 305 properties for an aggregate purchase price of approximately \$1.44 billion, and the completed development of 21 properties for an aggregate cost of approximately \$131.2 million. These properties are net leased to tenants operating in 29 sectors and are located in 41 states. These assets are leased for a weighted average lease term of approximately 11.5 years.

During 2025, the Company sold 22 assets and land parcels for net proceeds of \$42.1 million and recorded a net gain of \$5.4 million.

Leasing

During 2025, excluding properties that were sold, the Company executed new leases, extensions or options on approximately 3,033,000 square feet of GLA throughout its portfolio. The annualized base contractual rent associated with these new leases, extensions or options is approximately \$29.7 million.

Dividends

The Company increased its monthly dividend per common share from \$0.253 to \$0.256 in April 2025 and further increased the monthly dividend per common share to \$0.262 in October 2025.

The December 2025 dividend per share of \$0.262 represents an annualized dividend of \$3.144 per share and an annualized dividend yield of approximately 4.4% based on the last reported sales price of our common stock listed on the NYSE of \$72.03 on December 31, 2025.

The Company has routinely paid cash dividends to our common shareholders. Common cash dividends were paid quarterly for 107 consecutive quarters between 1994 and 2020 prior to moving to monthly common cash dividends in 2021. We have since paid 60 consecutive monthly dividends. Although we expect to continue our policy of paying regular dividends, we cannot guarantee that we will maintain our current level of common dividends, that we will continue our recent pattern of increasing dividends per share or what our actual dividend yield will be in any future period.

In addition to its common dividends, the Company paid monthly cash dividends on its 4.25% Series A Cumulative Redeemable Preferred Stock.

Financing

Equity

In April 2025, the Company completed a follow-on public offering of 5,175,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 675,000 shares in connection with the forward sale agreements. As of December 31, 2025, the Company has not settled any of these shares. The offering is anticipated to raise net proceeds of approximately \$385.8 million after deducting fees and expenses and making certain adjustments as provided in the forward sale agreements.

The Company enters into at-the-market ("ATM") programs through which the Company, from time to time, sells shares of common stock and/or enters into forward sale agreements.

The following table summarizes the ATM programs that had activity during the year ended December 31, 2025 (*dollars in millions*):

Program	Program Size	Total Forward Shares Sold	Total Forward Shares Settled	Total Forward Shares Outstanding as of December 31, 2025	Total Net Proceeds Anticipated or Received from Forward Shares Sold
February 2024	⁽¹⁾	\$1,000.0	10,409,017	10,409,017	\$705.3
October 2024		\$1,250.0	4,444,245 ⁽²⁾	—	4,444,245 ⁽³⁾ \$330.3

(1) Applicable ATM program terminated and no future forward sales will occur under the program.

(2) After considering the shares of common stock sold subject to forward sale agreements under the program, the Company had approximately \$914.5 million of availability under the October 2024 Program as of December 31, 2025.

(3) The Company is required to settle the outstanding forward shares of common stock under the program by dates between June 2026 and May 2027.

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The following table summarizes the ATM activity completed during the year ended December 31, 2025:

	Year Ended
	December 31, 2025
Shares of common stock sold under the ATM programs	4,275,968
Shares of common stock settled under the ATM programs	7,633,519
Net proceeds received (in millions)	\$538.3

Debt

During 2025, the Company completed the following debt activities:

- Established a \$625.0 million commercial paper program (the “Commercial Paper Program”), pursuant to which it may issue short-term, fixed rate, unsecured commercial paper notes (the “Commercial Paper Notes”). The Commercial Paper Notes can have maturities of up to 397 days from the date of issue and are guaranteed by the Company and certain wholly owned subsidiaries of the Operating Partnership. The Company’s Revolving Credit Facility (as defined below) serves as a liquidity backstop for the repayment of the Commercial Paper Notes outstanding.
- Completed an underwritten public offering of \$400.0 million in aggregate principal amount of its 5.600% Notes due 2035 (the “2035 Senior Unsecured Public Notes”). The public offering was priced at 99.297% of the principal amount, resulting in proceeds of \$397.2 million before deducting debt issuance costs. In connection with the underwritten public offering, the Company terminated \$325.0 million of forward-starting interest rate swap agreements that hedged the 2035 Senior Unsecured Public Notes, receiving \$13.6 million, net upon termination.
- Closed on an unsecured \$350.0 million 5.5-year delayed draw term loan (the “2031 Unsecured Term Loan”) which includes an accordion option that allows the Company to request additional lender commitments up to a total of \$500.0 million and matures in May 2031. As of December 31, 2025, the Company had not drawn any amounts under the 2031 Unsecured Term Loan. Borrowings under the 2031 Unsecured Term Loan are priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company’s credit ratings. Based on the Company’s credit ratings at the time of closing, pricing on the 2031 Unsecured Term Loan was 80 basis points over SOFR. The Company used the existing \$350.0 million of forward starting interest rate swaps to hedge the variable SOFR priced interest to a weighted average fixed rate of 3.22% until May 2031.
- Amended the Revolving Credit Facility and 2029 Unsecured Term Loan to reduce the SOFR adjustment from 10 basis points to zero basis points.
- Repaid the \$50.0 million 2025 Senior Unsecured Notes at maturity.

Business Strategies

Our primary business objectives are to capitalize on distinct market positioning in the retail net lease space, focus on 21st century industry-leading retailers through our external growth platforms, leverage our real estate acumen and relationships to identify superior risk-adjusted opportunities, maintain a conservative and flexible capital structure that enables growth, and provide consistent, high-quality earnings growth and a well-covered growing dividend. The following is a discussion of our investment, financing and asset management strategies.

Investment

We are primarily focused on the long-term, fee simple ownership of properties net leased to national or large, regional retailers operating in sectors we believe to be more e-commerce and recession resistant than other retail sectors. Our leases are typically long-term net leases that require the tenant to pay all property operating expenses, including real estate taxes, insurance and maintenance. We believe that a diversified portfolio of such properties provides for stable and predictable cash flow.

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We seek to expand and enhance our portfolio by identifying the best risk-adjusted investment opportunities across our three external avenues for growth: development, Developer Funding Platform (“DFP”) and acquisitions.

Development: We have been developing retail properties since the formation of our predecessor company in 1971 and our development platform seeks to employ our capabilities to direct all aspects of the development process, including site selection, land acquisition, lease negotiation, due diligence, design and construction. Our developments are typically build-to-suit projects that result in fee simple ownership of the property upon completion.

Developer Funding Platform: Our DFP collaborates with developers or retailers on their in-process developments. We offer construction expertise and access to capital to facilitate the successful completion of their projects. We typically take fee simple ownership of DFP projects upon completion.

Acquisitions: Our acquisitions platform expands our investment capabilities by pursuing opportunities that meet both our real estate and return on investment criteria.

We believe that development and DFP projects have the potential to generate superior risk-adjusted returns on investment in properties that are substantially similar to those we acquire.

We focus on four core principles that underlie our investment criteria:

- Omni-channel critical (e-commerce resistance), focusing on leading operators that have matured in omni-channel structure or those in e-commerce resistant sectors;
- Recession resistance, emphasizing a balanced portfolio with exposure to counter-cyclical sectors and retailers with strong credit profiles;
- Avoidance of private equity sponsorship, emphasizing leading operators with strong balance sheets and minimizing exposure to the possibility of such sponsorship overleveraging their acquisitions and reducing retailers’ abilities to invest in their businesses; and
- Adherence to strong real estate fundamentals and fungible buildings, protecting against unforeseen changes to our investment philosophies.

Each platform leverages the Company’s real estate acumen to pursue investments in net lease retail real estate. Factors that we consider when evaluating an investment include but are not limited to:

- Overall market-specific characteristics, such as demographics, market rents, competition and retail synergy;
- Asset-specific characteristics, such as the age, size, location, zoning, use and environmental history, accessibility, physical condition, signage and visibility of the property;
- Tenant-specific characteristics, including but not limited to the financial profile, operating history, business plan, size, market positioning, geographic footprint, management team, industry and/or sector-specific trends and other characteristics specific to the tenant and parent thereof;
- Unit-level operating characteristics, including store sales performance and profitability, if available;
- Lease-specific terms, including term of the lease, rent to be paid by the tenant and other tenancy considerations; and
- Transaction considerations, such as purchase price, seller profile and other non-financial terms.

Financing

We seek to maintain a capital structure that provides us with the flexibility to manage our business and pursue our growth strategies, while allowing us to service our debt requirements and generate appropriate risk-adjusted returns for our stockholders. We believe these objectives are best achieved by a capital structure that consists primarily of common equity and prudent amounts of preferred equity and debt financing. However, we may raise capital in any form and under terms that we deem acceptable and in the best interest of our stockholders.

We have previously utilized common and preferred stock equity offerings, secured mortgage borrowings, unsecured bank borrowings, private placements and public offerings of senior unsecured notes and the sale of properties to meet our capital requirements. We continually evaluate our financing policies on an ongoing basis in light of current economic conditions, access to various capital markets, relative costs of equity and debt securities, the market value of our properties and other factors.

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Additionally, we sell common stock through forward sale agreements, enabling the Company to set the price of shares upon pricing the offering while delaying the issuance of shares and the receipt of the net proceeds by the Company.

As of December 31, 2025, the Company's ratio of total debt to enterprise value, assuming the conversion of common limited partnership interests in the Operating Partnership ("Operating Partnership Common Units") into shares of common stock, was approximately 27.4%, and its ratio of total debt to total gross assets (before accumulated depreciation) was approximately 31.6%.

As of December 31, 2025, our total debt outstanding before deferred financing costs and original issue discount was \$3.32 billion, including \$42.9 million of secured mortgage debt that had a weighted average fixed interest rate of 3.67% and a weighted average maturity of 3.9 years, \$2.96 billion of unsecured borrowings, which includes \$350.0 million of unsecured term loans and \$2.61 billion of unsecured notes, that had a weighted average fixed interest rate of 4.05% (including the effects of interest rate swap agreements) and a weighted average maturity of 5.9 years, and \$320.5 million of borrowings under our Revolving Credit Facility and Commercial Paper Program at an interest rate of approximately 3.94%.

Certain financial agreements to which the Company is a party contain covenants that limit its ability to incur debt under certain circumstances; however, our organizational documents do not limit the absolute amount or percentage of indebtedness that we may incur. As such, we may modify our borrowing policies at any time without stockholder approval.

Asset Management

We maintain a proactive leasing and capital improvement program that, combined with the quality and locations of our properties, has made our properties attractive to tenants. We intend to continue to hold our properties for long-term investment and, accordingly, place a strong emphasis on the quality of construction and an on-going program of regular and preventative maintenance. Our properties are designed and built to require minimal capital improvements other than renovations or alterations, typically paid for by tenants. Company personnel conduct regular inspections, maintain regular contact with major tenants and engage in consistent dialogue to understand store performance and tenant sustainability.

We have a management information system designed to provide our management with the operating data necessary to make informed business decisions on a timely basis. This system provides us rapid access to lease data, tenants' sales history, cash flow budgets and forecasts. Such a system helps us to maximize cash flow from operations and closely monitor corporate expenses.

Competition

The U.S. commercial real estate investment market is a highly competitive industry. We actively compete with many entities engaged in the acquisition, development and operation of commercial properties. As such, we compete with other investors for a limited supply of properties and financing for these properties. Investors include traded and non-traded public REITs, private equity firms, institutional investment funds, insurance companies and private individuals, many of which have greater financial resources than we do and the ability to accept more risk than we believe we can prudently manage. There can be no assurance that we will be able to compete successfully with such entities in our acquisition, development and leasing activities in the future.

Significant Tenants

No tenant accounted for more than 10.0% of our annualized base rent as of December 31, 2025. See "Item 2 – Properties" for additional information on our top tenants and the composition of our tenant base.

Regulation

Environmental

Investments in real property create the potential for environmental liability on the part of the owner or operator of such real property. If hazardous substances are discovered on or emanating from a property, the owner or operator of the property may under certain statutory schemes be held strictly liable for all costs and liabilities relating to such hazardous substances. We have obtained a Phase I environmental study (which involves inspection without soil sampling or ground water analysis) conducted by independent environmental consultants on each of our properties and, in certain instances, have conducted additional investigation, including Phase II environmental assessments.

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We have no knowledge of any hazardous substances existing on our properties in violation of any applicable laws; however, no assurance can be given that such substances are not currently located on any of our properties.

We believe that we are in compliance, in all material respects, with all federal, state and local ordinances and regulations regarding hazardous or toxic substances. Furthermore, we have not received notice from any governmental authority of any noncompliance, liability or other claim in connection with any of our properties.

Americans with Disabilities Act of 1990

Our properties, as commercial facilities, are required to comply with Title III of the Americans with Disabilities Act of 1990 and similar state and local laws and regulations (collectively, the “ADA”). Investigation of a property may reveal non-compliance with the ADA. Our tenants will typically have primary responsibility for complying with the ADA, but we may incur costs if the tenant does not comply. As of December 31, 2025, we have not received notice from any governmental authority, nor are we otherwise aware, of any non-compliance with the ADA that we believe would have a material adverse effect on our business, financial position or results of operations.

Human Capital

Team Members and Values

As of December 31, 2025, the Company had 90 full-time team members covering accounting, acquisitions, asset management, development and construction, finance, information technology, legal, due diligence, and people and culture as compared to 75 full-time team members as of December 31, 2024.

Our core values are the foundation of our Company culture and include:

- We All Do the Dishes - We are a team. We all roll up our sleeves and dig in, no matter the task.
- Brick by Brick - We achieve results by making consistent, disciplined decisions.
- Greatness Requires Grit - We have a resilient mindset to achieve and exceed our goals.
- Punch Your Ticket - We push ourselves to be the best we can at our position and embrace the opportunities that new challenges present.

We work to attract the best talent externally to meet the current and future demands of our business. We utilize social media, professional recruiters and other organizations to find motivated and talented team members and employ competency-based behavioral interviewing techniques.

Talent Management

Professional development is a cornerstone of our talent management system, and we diligently work to develop talent from within. We emphasize professional development through both technical and soft-skill development and training. To empower team members to reach their potential, the Company provides a range of on-the-job training and mentoring, knowledge sharing, continuing education and “lunch-and-learn” programs. Our talent management practices include the utilization of our core competency frameworks, professional development plans, career pathing and succession planning and carefully designed promotion and internal mobility opportunities.

Our team members’ goal setting and performance feedback processes include formal quarterly and annual reviews and self and team leader reviews, as well as ongoing one-on-one meetings with team leaders. Professional development plans based on critical core competencies are created and monitored to ensure progress is made along established timelines.

Financial and Health Wellness

As part of our compensation philosophy, we offer and maintain market competitive total rewards programs for team members in order to attract and retain superior talent. These programs not only include wages and incentives, but also health, welfare, and retirement benefits.

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Our compensation philosophies include:

- Total compensation that is both fair and competitive. The Company seeks fairness in total compensation with reference to external and internal comparisons.
- Attract, retain and motivate team members. Compensation is used to achieve business objectives by attracting, retaining and motivating top talent.
- Reward superior individual and Company performance on both a short-term and long-term basis. Performance-based pay aligns the interests of management with the interests of our stockholders and motivates and rewards individual efforts and company success.
- Align executives' and team members' long-term interests with those of our stockholders. The Company seeks to align these interests by providing a significant portion of executive officer compensation in the form of restricted common stock and performance units. In addition, all team members are eligible to receive a portion of compensation in the form of restricted common stock.

The structure of our compensation programs balance incentive earnings for both short-term and long-term performance. Specifically, the programs include a base salary, incentive compensation through annual cash bonuses and equity participation, and a retirement plan with Company match.

The “Agree Wellness Program” affords team members paid time off and holidays, fully equipped on-site fitness amenities, and leaves of absence for specified events. Insurance coverages are provided for all team members and their dependents, including medical, dental, vision, disability, and life insurance. The Company pays 100% of short-term, long-term, and life insurance premiums for team members and their families. The Company pays 100% of medical premiums for team members and their families for two plan options.

Environmental, Social and Governance (“ESG”)

As part of the Company’s commitment to continuously improving our understanding of and performance across material ESG topics, the Company engaged a third-party consultant since 2022 to help identify opportunities for improvement across our programs, policies, and disclosures to meet the expectations of our stakeholders. The Company executed an ongoing sustainability and ESG strategy to enhance our oversight structure, risk management, policies, data collection, reporting, and stakeholder engagement. Additionally, the Company received Gold Level recognition from Green Lease Leaders for three consecutive years.

Environmental Sustainability

We understand that environmental sustainability is an ongoing endeavor and embrace the responsibility to be a steward of the environment, use natural resources carefully, and work with our retail partners on shared sustainability initiatives. We remain committed to using our time, talents, resources, and relationships to grow in a manner that makes the world and the environment better for future generations.

Our focus on industry-leading, national and super-regional retailers provides for long-term relationships with many environmentally conscientious retailers. This is particularly meaningful because the Company’s portfolio is primarily comprised of properties that are leased to tenants under long-term net leases where the tenant is generally responsible for maintaining the property and implementing environmentally responsible practices.

We engaged with our retail partners on shared sustainability initiatives at our properties, and executed green leases with various tenants, as well as systematically monitored ESG policies for current and prospective tenants. We continue working with our tenants and consultant to update our greenhouse gas emissions inventory.

Social, Company Culture and Team Members

The “Agree Wellness Program” focuses on physical and financial wellness to enhance team members’ well-being. The Company believes that team members who are healthy, fit, financially secure and motivated are team members who achieve personal and professional success. Ongoing professional development is offered to help all team members advance their careers. The Company regularly sponsors local charities and has received numerous local awards recognizing its outstanding corporate culture and wellness initiatives. The Company supports healthy living through enhanced health insurance, an on-site gym, training and education, various complementary meal programs and many other benefits.

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We support team members with cash compensation plans, equity ownership programs, retirement plans and ongoing access to financial planning resources. Team members are compensated for their performance and rewarded for their outstanding work. Alignment of individual, team, corporate and stockholder objectives provides for continuity, teamwork and increased collaboration. Our team members are paid commensurate with their qualifications, responsibilities, productivity, quality of work and adherence to our core values.

The Agree Culture Committee is composed of team members from departments throughout the organization. The Company's Culture Committee hosts a variety of events that are focused on team building and camaraderie as well as contributing to the communities in which we live.

Governance, Fiduciary Duties and Ethics

We believe that nothing is more important than a company's reputation for integrity and serving as a responsible fiduciary for its stockholders. We are committed to managing the Company for the benefit of our stockholders and are focused on maintaining good corporate governance.

Our board of directors has ten directors, eight of whom are independent. Six new independent directors have been added since 2018. Independent directors meet regularly, without the presence of officers or team members. A Lead Independent Director was appointed in 2019.

The board of directors has adopted an insider trading policy that applies to all directors, officers and team members. The Company does not have a stockholder rights plan ("poison pill") and maintains stock ownership guidelines for directors and certain executive officers requiring specified levels of stock ownership. Time-vested stock grants to officers and team members vest over a three-year period to provide long-term alignment, while performance-based stock grants to named executive officers utilize total shareholder return, with the amount of the grants intended to increase as total returns to stockholders increase, further enhancing alignment. Our board of directors has established a succession plan for the Chief Executive Officer to cover emergencies and other occurrences. Finally, the Company annually submits "say-on-pay" advisory votes to its stockholders.

Available Information

The Company's reports are electronically filed with or furnished to the Securities and Exchange Commission ("SEC") pursuant to Section 13 or 15(d) of the Exchange Act and can be accessed through the SEC's website, www.sec.gov, as soon as reasonably practicable after we electronically file or furnish such reports. These filings are also available on the Company's website, free of charge, at www.agreerealty.com. The Company's website also contains copies of its corporate governance guidelines and code of business conduct and ethics, as well as the charters of its audit, compensation and nominating and governance committees. Within the time period required by the SEC, the Company will post on its website any amendment to its code of business conduct and ethics and any waiver applicable to its principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions. The information on the Company's website is not part of this report.

Item 1A: Risk Factors

The following factors and other factors discussed in this Annual Report on Form 10-K could cause the Company's actual results to differ materially from those contained in forward-looking statements made in this report or presented elsewhere in future SEC reports. You should carefully consider each of the risks, assumptions, uncertainties and other factors described below and elsewhere in this report, as well as any reports, amendments or updates reflected in subsequent filings or furnishings with the SEC. We believe these risks, assumptions, uncertainties and other factors, individually or in the aggregate, could cause our actual results to differ materially from expected and historical results and could materially and adversely affect our business operations, results of operations, financial condition and liquidity.

Risks Related to Our Business and Operations

Economic and financial conditions may have a negative effect on our business and operations.

Changes in global or national economic conditions, such as the global economic and financial market downturn, rising tensions between China and Taiwan and the conflicts in Ukraine and in the Middle East, may cause or continue to cause, among other things, tightening in the credit markets, lower levels of liquidity, increases in the rate of default and bankruptcy and lower consumer spending and business spending, which could adversely affect our business and operations.

For example, the current and continued macro-economic conditions of elevated inflation and increased interest rates have increased the costs associated with acquiring new properties and decreased the availability of financing on terms that we find acceptable, which has reduced our ability to acquire properties at our historical rate with attractive terms. Potential consequences of changes in economic and financial conditions include:

- Changes in the performance of our tenants, which may result in lower rent and lower recoverable expenses that the tenant can afford to pay and tenant defaults under the leases;
- Current or potential tenants may delay or postpone entering into long-term net leases with us;
- The ability to borrow on terms and conditions that we find acceptable may be limited or unavailable, which could reduce our ability to pursue acquisition and development opportunities and refinance existing debt, reduce our returns from acquisition and development activities, reduce our ability to make cash distributions to our stockholders and increase our future interest expense;
- Our ability to access the capital markets may be restricted at a time when we would like, or need, to access those markets, which could have an impact on our flexibility to react to changing economic and business conditions;
- The recognition of impairment charges on or reduced values of our properties, which may adversely affect our results of operations or limit our ability to dispose of assets at attractive prices and may reduce the availability of buyer financing; and
- One or more lenders under our revolving credit facility could fail and we may not be able to replace the financing commitment of any such lenders on favorable terms, or at all.

We are also limited in our ability to reduce costs to offset the results of a prolonged or severe economic downturn given certain fixed costs and commitments associated with our operations, which could materially impact our results of operations and/or financial condition.

Our business is significantly dependent on single tenant properties.

We focus our development and investment activities on ownership of real properties that are primarily net leased to a single tenant. Therefore, the financial failure of, or other default in payment by, a single tenant under its lease or our decision not to renew a tenant's lease and the potential resulting vacancy may cause a significant reduction in our operating cash flows from that property and a significant reduction in the value of the property and could cause a significant impairment loss. In addition, we would be responsible for all of the operating costs of a property following a vacancy at a single tenant building. Because our properties have generally been built to suit a particular tenant's specific needs and desires, we may also incur significant losses to make the leased premises ready for another tenant and experience difficulty or a significant delay in releasing such property.

Bankruptcy laws will limit our remedies if a tenant becomes bankrupt and rejects its leases.

If a tenant becomes bankrupt or insolvent, that could diminish the income we receive from that tenant's leases. We may not be able to evict a tenant solely because of its bankruptcy. On the other hand, a bankruptcy court might authorize the tenant to terminate its leasehold with us. If that happens, our claim against the bankrupt tenant for unpaid future rent would be an unsecured claim subject to statutory limitations, and therefore any amounts received in bankruptcy are likely to be substantially less valuable than the remaining rent we otherwise were owed under the leases. We may be forced to "take back" a property as a result of default or rejection of a lease by a tenant in a bankruptcy proceeding. In addition, a tenant in bankruptcy may attempt to renegotiate their lease or request significant rent concessions, and any payment on a claim we have for unpaid past rent could be substantially less than the amount owed.

Our portfolio is concentrated in certain states, which makes us more susceptible to adverse events in these areas.

Our properties are located in all 50 states throughout the United States and in particular, the state of Texas (where 169 properties out of 2,674 properties are located, or 6.9% of our annualized base rent was derived as of December 31, 2025), Illinois (166 properties, or 6.1% of our annualized base rent), Ohio (164 properties, or 5.3% of our annualized base rent), Michigan (149 properties, or 5.2% of our annualized base rent), and New York (103 properties, or 5.0% of our annualized base rent). An economic downturn or other adverse events or conditions such as natural disasters in any of these areas, or any other area where we may have significant concentration in the future, could result in a material reduction of our cash flows or material losses to our company.

Our tenants are concentrated in certain retail sectors, which makes us susceptible to adverse conditions impacting these sectors.

As of December 31, 2025, 10.3%, 9.0% and 7.7% of our annualized base rents were derived from tenants operating in the grocery stores, home improvement, and convenience store sectors, respectively. Similarly, we have concentrations in other sectors such as tire and auto service, auto parts and dollar stores. Any decrease in consumer demand for the products and services offered by our tenants operating in any industries for which we have concentrations could have an adverse effect on our tenants' revenues, costs and results of operations, thereby adversely affecting their ability to meet their lease obligations to us. As we continue to invest in properties, our portfolio may become more or less concentrated by industry sector.

There are risks associated with our development and acquisition activities.

We intend to continue the development of new properties and to consider possible acquisitions of existing properties. We anticipate that our new developments will be financed under the revolving credit facility or other forms of financing that will result in a risk that permanent fixed rate financing on newly developed projects might not be available or would be available only on disadvantageous terms. In addition, new project development is subject to a number of risks, including risks of construction delays, supply chain disruptions, price fluctuations of materials or cost overruns that may increase anticipated project costs. Furthermore, new project commencement risks also include receipt of zoning, occupancy, other required governmental permits and authorizations and the incurrence of development costs in connection with projects that are not pursued to completion. If permanent debt or equity financing is not available on acceptable terms to finance new development or acquisitions undertaken without permanent financing, further development activities or acquisitions might be curtailed, or cash available for distribution might be adversely affected. Acquisitions entail risks that investments will fail to perform in accordance with expectations, as well as general investment risks associated with any new real estate investment.

Loss of revenues from tenants would reduce the Company's cash flow.

Our tenants encounter significant macroeconomic, governmental and competitive forces. Beginning in 2022, in an effort to combat inflation and restore price stability, the Federal Reserve significantly raised its benchmark federal funds rate, which led to increases in interest rates in the credit markets. The Federal Reserve may continue to raise the federal funds rate, which will likely lead to higher interest rates in the credit markets and the possibility of slowing economic growth and/or a recession. Additionally, U.S. government policies implemented to address inflation, including actions by the Federal Reserve to increase or maintain current interest rates, could negatively impact consumer spending and adversely impact the broader economy. Adverse changes in consumer spending or consumer preferences for particular goods, services or store-based retailing could severely impact our tenants' ability to pay rent. Shifts from in-store to online shopping could increase due to changing consumer shopping patterns as well as the increase in consumer adoption and use of mobile electronic devices. This expansion of e-commerce could have an adverse impact on our tenant's ongoing viability. The default, financial distress, bankruptcy or liquidation of one or more of our tenants could cause substantial vacancies in our property portfolio or impact our tenants' ability to pay rent. Vacancies reduce our revenues, increase property expenses and could decrease the value of each vacant property. Upon the expiration of a lease, the tenant may choose not to renew the lease, renegotiate the economics of any option period(s) as a condition of exercising one or more of them, and/or we may not be able to release the vacant property at a comparable lease rate or without incurring additional expenditures in connection with such renewal or re-leasing. These risks could be exacerbated by a deterioration in the financial condition of any major tenant with leases in multiple locations.

Our assessment that certain businesses are more insulated from e-commerce pressure than others may prove to be incorrect, and changes in macroeconomic trends may adversely affect our tenants, either of which could impair our tenants' ability to make rental payments to us and materially and adversely affect us.

We primarily invest in properties leased to tenants in sectors where a physical location is critical to the generation of sales and profits. Such tenants operate in sectors including grocery stores, home improvement, convenience stores, tire and auto services, auto parts and dollar stores. We believe many of these businesses have adopted effective omni-channel strategies that leverage their brick-and-mortar locations as a distinct competitive advantage against online only retailers and other competitors. In addition, these businesses generally operate in sectors that are resilient through economic cycles. While we believe this to be the case, technology and business conditions, particularly in the retail industry, are rapidly changing, and our tenants may be adversely affected by technological innovation, changing consumer preferences and competition from non-traditional sources. To the extent our current and prospective tenants face increased competition their businesses could suffer. There can be no assurance that our tenants will be successful in meeting any new competition, and a deterioration in our tenants' businesses could impair their ability to meet their lease obligations to us and materially and adversely affect us.

The availability and timing of cash dividends is uncertain.

We expect to continue to pay regular dividends to our stockholders. However, we bear all expenses incurred by our operations, and our funds generated by operations, after deducting these expenses, may not be sufficient to cover desired levels of dividends to our stockholders. We cannot assure our stockholders that sufficient funds will be available to pay dividends.

The decision to declare and pay dividends on our common stock in the future, as well as the timing, amount and composition of any such future dividends, will be at the sole discretion of our board of directors and will depend on our earnings, funds from operations, liquidity, financial condition, capital requirements, contractual prohibitions, or other limitations under our indebtedness, annual dividend requirements or the REIT provisions of the Internal Revenue Code, state law and such other factors as our board of directors deems relevant. Further, we may issue new shares of common stock as compensation to our team members or in connection with public offerings or acquisitions. Any future issuances may substantially increase the cash required to pay dividends at current or higher levels.

Any preferred shares we may offer may have a fixed dividend rate that would not increase with any increases in the dividend rate of our common stock. Conversely, payment of dividends on our common stock is subject to payment in full of the dividends on any preferred shares and payment of interest on any debt securities we may offer.

If we do not maintain or increase the dividend on our common stock, it could have an adverse effect on the market price of our shares.

We face risks relating to information technology and cybersecurity attacks, loss of confidential information and other business disruptions.

We rely on information technology networks and systems, including the Internet, to process, transmit and store electronic information and to manage or support a variety of our business processes and we rely on commercially available systems, software, tools and monitoring to provide infrastructure and security for processing, transmitting and storing information. Any failure, inadequacy or interruption could materially harm our business and/or damage our business relationships and our reputation. Our clients or other third parties with whom we do business may themselves become subject to cyberattacks or security incidents, over which we may have no control, and which could have an indirect adverse impact on them, us or our business relationship. Furthermore, our business is subject to risks from and may be impacted by cybersecurity attacks or cyber intrusion, including attempts to gain unauthorized access to our confidential data and other electronic security breaches. Such cyber-attacks can range from individual attempts to gain unauthorized access to our information technology systems to more sophisticated security threats. While we employ a number of measures to prevent, detect and mitigate these threats, there is no guarantee such efforts will be successful in preventing a cyber-attack. Cybersecurity incidents could cause operational interruption, damage to our business relationships, private data exposure (including personally identifiable information, or proprietary and confidential information, of ours and our team members, as well as third parties) and affect the efficiency of our business operations. Any such incidents could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information and reduce the benefits of our technologies. Further, while we carry cyber liability insurance, such insurance may not be adequate to cover all losses related to such events. In addition, the regulatory framework around data custody, data privacy and breaches varies by jurisdiction and is an evolving area of law with increasingly complex and rigorous standards. Compliance with existing, proposed and recently enacted laws and regulations can be costly; failure to comply could subject us to fines and penalties, or damage to our reputation and credibility with regulators, tenants and investors.

The use of artificial intelligence presents risks and challenges that may adversely impact our business and operating results or that of our tenants.

We may adopt and integrate generative artificial intelligence and machine learning (collectively, “AI”) tools into our operations to enhance efficiencies and streamline existing systems. However, the deployment and maintenance of AI tools may entail substantial risks. While these tools hold promise in optimizing processes and driving efficiencies, as with many technological innovations, they also pose inherent risks. These include, but are not limited to, the potential for inaccuracy, bias, intellectual property infringement, or misappropriation, as well as concerns regarding data privacy and cybersecurity.

As AI technologies become more advanced, cybercriminals may develop more sophisticated attack methods. Such methods may include the use of AI to automate and enhance phishing schemes, advance malware, and carry out more effective cyberattacks. The AI-driven cyber threats could be harder to detect and counteract, which may pose significant risks to our data security and the integrity of our systems. If such AI-enhanced cyberattacks are successful, they could lead to substantial data breaches, loss of sensitive information, and significant financial and reputational damage.

Our environmental, social and governance commitments could result in additional costs, and our inability to achieve them could have an adverse impact on our reputation and performance.

From time to time, we communicate our strategies, commitments and targets related to sustainability and other environmental, social and governance matters. These strategies, commitments and targets reflect our current plans and aspirations, and we may be unable to achieve them. We may from time to time incur additional expense to meet such targets. Any failure to meet these sustainability targets could adversely impact our business, financial condition and results of operations. In addition, standards and processes for measuring and reporting carbon emissions and other sustainability metrics may change over time, and may result in inconsistent data, or could result in significant revisions to our strategies, commitments and targets, or our ability to achieve them. Any scrutiny of our sustainability disclosures or our failure to achieve related strategies, commitments and targets could negatively impact our reputation or performance.

General Real Estate Risks

Our performance and value are subject to general economic conditions and risks associated with our real estate assets.

There are risks associated with owning and leasing real estate. Although many of our leases contain terms that obligate the tenants to bear substantially all of the costs of operating our properties, investing in real estate involves a number of risks. Income from and the value of our properties may be adversely affected by:

- Changes in general or local economic conditions;
- The attractiveness of our properties to potential tenants;
- Changes in supply of or demand for similar or competing properties in an area;
- Bankruptcies, financial difficulties or lease defaults by our tenants;
- Changes in operating costs and expense and our ability to control rents;
- Our ability to lease properties at favorable rental rates;
- Our ability to sell a property when we desire to do so at a favorable price;
- Property damage or casualty loss;
- Impacts of climate change;
- The potential risk of functional obsolescence of properties over time;
- Changes in interest rates and the availability of financing; and
- Changes in or increased costs of compliance with governmental rules, regulations and fiscal policies, including changes in the ADA and similar regulations and tax, real estate, environmental and zoning laws, and our potential liability thereunder.

Economic and financial market conditions have and may continue to exacerbate many of the foregoing risks. If a tenant fails to perform on its lease covenants, that would not excuse us from meeting any mortgage debt obligation secured by the property and could require us to fund reserves in favor of our mortgage lenders, thereby reducing funds available for payment of cash dividends on our shares of common stock.

We face risks associated with climate change, which could materially and adversely impact us.

As a result of climate change, our properties in certain markets could experience increases in storm intensity, flooding, drought, wildfires, rising sea levels, and extreme temperatures. The potential physical impacts of climate change on our properties are uncertain and would be particular to the geographic circumstances in areas in which we own property. Over time, these conditions could result in volatile or decreased demand for certain of our properties or, in extreme cases, the inability of our tenants to operate the properties at all. Climate change may also have indirect effects on our business by increasing the cost of insurance (or making insurance unavailable), increasing the cost of energy at our properties, or requiring us to spend funds to repair and protect our properties against such risks. Compliance with new federal and state-level laws or regulations related to climate change, including climate change disclosures, compliance with “green” building codes or other laws or regulations relating to reduction of carbon footprints and/or greenhouse gas emissions, may require us to make significant cash expenditures both at the property and corporate level. Furthermore, our tenants’ increased costs associated with compliance with such laws or regulations could negatively impact our tenants’ operating results and ability to pay rent. Any of these occurrences could materially and adversely impact us.

Compliance with the ADA, fire and safety regulations, and other regulations may require us to make unanticipated expenditures.

Our properties are subject to the ADA, fire and safety regulations, building codes and other regulations. Failure to comply with these laws and regulations could result in imposition of fines by the government or an award of damages to private litigants, or both. While our tenants are obligated by law to comply with the ADA and typically obligated under our leases to cover costs associated with compliance with the ADA and other property regulations, if required changes involve greater expenditures than anticipated or if the changes must be made on a more accelerated basis than anticipated, the ability of our tenants to cover costs could be adversely affected, and we could be required to expend our own funds to comply with applicable law and regulation.

The fact that real estate investments are relatively illiquid may reduce economic returns to investors.

We may desire to sell a property in the future because of changes in market conditions or poor tenant performance or to avail ourselves of other opportunities. We may also be required to sell a property in the future to meet secured debt obligations or to avoid a secured debt loan default. Real estate properties cannot generally be sold quickly, and we cannot assure you that we could always obtain a favorable price. We may be required to invest in the restoration or modification of a property before we can sell it, or we may need to obtain landlord consent to sell certain assets in which we have a leasehold interest in the land underlying the buildings. This lack of liquidity may limit our ability to vary our portfolio promptly in response to changes in economic or other conditions and, as a result, could adversely affect our financial condition, results of operations, cash flows and our ability to pay dividends on our common stock.

Our ability to renew leases or re-lease space on favorable terms as leases expire significantly affects our business.

We are subject to the risks that, upon expiration of leases for space located in our properties, the premises may not be re-let or the terms of re-letting (including the cost of concessions to tenants) may be less favorable than current lease terms. If a tenant does not renew its lease or if a tenant defaults on its lease obligations, there is no assurance we could obtain a substitute tenant on acceptable terms. If we cannot obtain another tenant with comparable building structural space and configuration needs, we may be required to modify the property for a different use, which may involve a significant capital expenditure and a delay in re-leasing the property. Further, if we are unable to re-let promptly all or a substantial portion of our retail space or if the rental rates upon such re-letting were significantly lower than expected rates, our net income and ability to make expected distributions to stockholders would be adversely affected. There can be no assurance that we will be able to retain tenants in any of our properties upon the expiration of their leases.

Our leases contain certain limitations on tenants' real estate tax, insurance and operating cost reimbursement obligations.

Our tenants under net leases generally are responsible for paying the real estate taxes, insurance costs and operating costs associated with the leased property. However, certain leases contain limitations on the tenant's cost reimbursement obligations and, therefore, there are costs which may be incurred and which will not be reimbursed in full by tenants. This could reduce our operating cash flows from those properties and could reduce the value of those properties.

Potential liability for environmental contamination could result in substantial costs.

Under federal, state and local environmental laws, we may be required to investigate and clean up any release of hazardous or toxic substances or petroleum products at our properties, regardless of our knowledge or actual responsibility, simply because of our current or past ownership or operation of the real estate. If unidentified environmental problems arise, we may have to make substantial payments, which could adversely affect our cash flow and our ability to make distributions to our stockholders. This potential liability results from the following:

- As owner, we may have to pay for property damage and for investigation and clean-up costs incurred in connection with the contamination;
- The law may impose clean-up responsibility and liability regardless of whether the owner or operator knew of or caused the contamination;
- Even if more than one person is responsible for the contamination, each person who shares legal liability under environmental laws may be held responsible for all of the clean-up costs; and
- Governmental entities and third parties may sue the owner or operator of a contaminated site for damages and costs.

These costs could be substantial and in extreme cases could exceed the value of the contaminated property. The presence of hazardous substances or petroleum products or the failure to properly remediate contamination may adversely affect our ability to borrow against, sell or lease an affected property. In addition, some environmental laws create liens on contaminated sites in favor of the government for damages and costs it incurs in connection with a contamination.

We own and may in the future acquire properties that will be operated as convenience stores with gas station facilities. The operation of convenience stores with gas station facilities at our properties will create additional environmental concerns. Similarly, we may lease properties to users or producers of other hazardous materials. We require that the tenants who operate these facilities do so in material compliance with current laws and regulations.

A majority of our leases require our tenants to comply with environmental laws and to indemnify us against environmental liability arising from the operation of the properties. However, we could be subject to strict liability under environmental laws because we own the properties. There are certain losses, including losses from environmental liabilities, that are not generally insured against or that are not generally fully insured against because it is not deemed economically feasible or prudent to do so. There is also a risk that tenants may not satisfy their environmental compliance and indemnification obligations under the leases. Any of these events could substantially increase our cost of operations, require us to fund environmental indemnities in favor of our secured lenders and reduce our ability to service our secured debt and pay dividends to stockholders and any debt security interest payments. Environmental problems at any properties could also put us in default under loans secured by those properties, as well as loans secured by unaffected properties. As of December 31, 2025, we have not been notified by any governmental authority of any non-compliance, liability or other claim, and are not aware of any other environmental condition that we believe will have a material adverse effect on our business, financial condition, results of operations or liquidity.

Uninsured losses relating to real property may adversely affect our operating results and cash flows and upon renewal of our insurance policies, our coverage may change and our costs may increase.

Our leases generally require tenants to carry comprehensive liability and extended coverage insurance on our properties. However, there are certain losses, including losses from environmental liabilities, terrorist acts or catastrophic acts of nature, that are not generally insured against or that are not generally fully insured against because it is not deemed economically feasible or prudent to do so. If there is an uninsured loss or a loss in excess of insurance limits, we could lose both the revenues generated by the affected property and the capital we have invested in the property. Inflation, changes in building codes and ordinances, environmental considerations and other factors might also keep us from using insurance proceeds to replace or renovate an affected property after it has been damaged or destroyed. Under those circumstances, the insurance proceeds we receive might be inadequate to restore our economic position on the damaged or destroyed property. In the event of a substantial unreimbursed loss, we would remain obligated to repay any mortgage indebtedness or other obligations related to the property.

It has generally become more difficult and expensive to obtain property insurance, including coverage for terrorism. When our current insurance policies expire, we may encounter difficulty in obtaining or renewing property insurance on our properties at the same levels of coverage and under similar terms. Such insurance may be more limited and for some catastrophic risks (for example, earthquake, flood and terrorism) may not be generally available at current levels. Even if we are able to renew our policies or to obtain new policies at levels and with limitations consistent with our current policies, we cannot be sure that we will be able to obtain such insurance at premium rates that are commercially reasonable.

If we were unable to obtain adequate insurance on our properties for certain risks, it could cause us to be in default under specific covenants on certain of our indebtedness or other contractual commitments that require us to maintain adequate insurance to protect against the risk of loss. If this were to occur, or if we were unable to obtain adequate insurance and our properties experience damage which would otherwise have been covered by insurance, it could materially and adversely affect our financial condition and the operations of our properties.

Risks Related to Our Debt Financings

Our level of indebtedness could materially and adversely affect our financial position, including reducing funds available for other business purposes and reducing our operational flexibility, and we may have future capital needs for which we may not be able to obtain additional financing on acceptable terms.

At December 31, 2025, our ratio of total debt to enterprise value (assuming conversion of Operating Partnership Common Units into shares of common stock) was approximately 27.4%. Incurring substantial debt may adversely affect our business and operating results by:

- Requiring us to use a substantial portion of our cash flow to pay interest and principal, which reduces the amount available for distributions, acquisitions and capital expenditures;
- Making us more vulnerable to economic and industry downturns and reducing our flexibility to respond to changing business and economic conditions;
- Requiring us to agree to less favorable terms, including higher interest rates, in order to incur additional debt, and otherwise limiting our ability to borrow for operations, working capital or to finance acquisitions in the future; or

- Limiting our flexibility in conducting our business, including our ability to finance or refinance our assets, contribute assets to joint ventures or sell assets as needed, which may place us at a disadvantage compared to competitors with less debt or debt with less restrictive terms.

In addition, the use of leverage presents an additional element of risk in the event that (1) the cash flow from lease payments on our properties is insufficient to meet debt obligations, (2) we are unable to refinance our debt obligations as necessary or on as favorable terms, (3) there is an increase in interest rates, (4) we default on our financial obligations or (5) debt service requirements increase. If a property is mortgaged to secure payment of indebtedness and we are unable to meet mortgage payments, the property could be foreclosed upon with a consequential loss of income and asset value to us. Furthermore, foreclosures could create taxable income without accompanying cash proceeds, which could hinder our ability to meet the REIT distribution requirements imposed by the Code.

We generally intend to maintain a ratio of total indebtedness (including construction or acquisition financing) to total market capitalization of 65% or less. Nevertheless, we may operate with debt levels which are in excess of 65% of total market capitalization for extended periods of time. If our debt capitalization policy were changed, we could become more highly leveraged, resulting in an increase in debt service that could adversely affect our operating cash flow and our ability to make expected distributions to stockholders, and could result in an increased risk of default on our obligations.

Covenants in our credit agreements and note purchase agreements could limit our flexibility and adversely affect our financial condition.

The terms of the financing agreements and other indebtedness require us to comply with a number of customary financial and other covenants. These covenants may limit our flexibility in our operations, and breaches of these covenants could result in defaults under the instruments governing the applicable indebtedness even if we have satisfied our payment obligations. Our ability to meet some of these covenants, including covenants related to the condition of the property or payment of real estate taxes, may be dependent on the performance by our tenants under their leases. Our financing agreements contain certain cross-default provisions which could be triggered in the event that we default on our other indebtedness. These cross-default provisions may require us to repay or restructure the revolving credit facility in addition to any mortgage or other debt that is in default. If our properties were foreclosed upon, or if we are unable to refinance our indebtedness at maturity or meet our payment obligations, the amount of our distributable cash flows and our financial condition would be adversely affected.

Our unsecured revolving credit facility, certain term loan agreements and certain note purchase agreements contain various restrictive corporate covenants, including a maximum total leverage ratio, a maximum secured leverage ratio and a minimum fixed charge coverage ratio. In addition, our unsecured revolving credit facility, certain term loan agreements and certain note purchase agreements have unencumbered pool covenants, which include a maximum unencumbered leverage ratio and a minimum unencumbered interest coverage ratio. These covenants may restrict our ability to pursue certain business initiatives or certain transactions that might otherwise be advantageous. Furthermore, failure to meet certain of these financial covenants could cause an event of default under and/or accelerate some or all of such indebtedness which could have a material adverse effect on us.

An increase in market interest rates could raise our interest costs on existing and future debt or adversely affect our stock price, and a decrease in interest rates may lead to additional competition for the acquisition of real estate or adversely affect our results of operations.

Our interest costs for any new debt and our current debt obligations may rise if interest rates increase. This increased cost could make the financing of any new acquisition more expensive as well as lower our current period earnings. For example, the increase in interest rates has led to an increase in our cost of capital, resulting in requiring acquisition opportunities to have higher investment yields to achieve our investment goals and objectives. Rising interest rates could limit our ability to refinance existing debt when it matures or cause us to pay higher interest rates upon refinancing. In addition, an increase in interest rates could decrease the access third parties have to credit, thereby decreasing the amount they are willing to pay to lease our assets and limit our ability to reposition our portfolio promptly in response to changes in economic or other conditions. An increase in market interest rates may lead prospective purchasers of our common stock to expect a higher dividend yield, which could adversely affect the market price of our common stock. Decreases in interest rates may lead to additional competition for the acquisition of real estate due to a reduction in desirable alternative income-producing investments. Increased competition for the acquisition of real estate may lead to a decrease in the yields on real estate targeted for acquisition. In such circumstances, if we are not able to offset the decrease in yields by obtaining lower interest costs on our borrowings, our results of operations may be adversely affected.

Our hedging strategies may not be successful in mitigating our risks associated with interest rates and could reduce the overall returns on your investment.

We use various derivative financial instruments to provide a level of protection against interest rate risks, but no hedging strategy can protect us completely. These instruments involve risks, such as the risk that the counterparties may fail to honor their obligations under these arrangements, that these arrangements may not be effective in reducing our exposure to interest rate changes, that a court could rule that such agreements are not legally enforceable, and that we may have to post collateral to enter into hedging transactions, which we may lose if we are unable to honor our obligations. These instruments may also generate income that may not be treated as qualifying REIT income for purposes of the REIT income tests. In addition, the nature and timing of hedging transactions may influence the effectiveness of our hedging strategies. Poorly designed strategies or improperly executed transactions could actually increase our risk and losses. Moreover, hedging strategies involve transaction and other costs. We cannot assure you that our hedging strategy and the derivatives that we use will adequately offset the risk of interest rate volatility or that our hedging transactions will not result in losses that may reduce the overall return on your investment.

Future offerings of debt and equity may not be available to us or may adversely affect the market price of our common stock.

We expect to continue to increase our capital resources by making additional offerings of equity and debt securities in the future, which could include classes or series of preferred stock, common stock and senior or subordinated notes and commercial paper notes. Our ability to raise additional capital may be restricted at a time when we would like or need, including as a result of market conditions. Future market dislocations could cause us to seek sources of potentially less attractive capital and impact our flexibility to react to changing economic and business conditions. All debt securities and other borrowings, as well as all classes or series of preferred stock, will be senior to our common stock in a liquidation of our company. Additional equity offerings could dilute our stockholders' equity and reduce the market price of shares of our common stock. In addition, depending on the terms and pricing of an additional offering of our common stock and the value of our properties, our stockholders may experience dilution in both the book value and fair value of their shares. The market price of our common stock could decline as a result of sales of a large number of shares of our common stock in the market after an offering or the perception that such sales could occur, and this could materially and adversely affect our ability to raise capital through future offerings of equity or equity-related securities. In addition, we may issue preferred stock or other securities convertible into equity securities with a distribution preference or a liquidation preference that may limit our ability to make distributions on our common stock. Our ability to estimate the amount, timing or nature of additional offerings is limited as these factors will depend upon market conditions and other factors.

Risks Related to Our Corporate Structure

Our charter, bylaws and Maryland law contain provisions that may delay, defer or prevent a change of control transaction.

Our charter contains 9.8% ownership limits. Our charter, subject to certain exceptions, authorizes our directors to take such actions as are necessary and desirable to preserve our qualification as a REIT and contains provisions that limit any person to actual or constructive ownership of no more than 9.8% (in value or in number of shares, whichever is more restrictive) of the outstanding shares of our common stock and no more than 9.8% (in value) of the aggregate of the outstanding shares of all classes and series of our stock. Our board of directors, in its sole discretion, may exempt, subject to the satisfaction of certain conditions, any person from the ownership limits. These restrictions on transferability and ownership will not apply if our board of directors determines that it is no longer in our best interests to attempt to qualify, or to continue to qualify, as a REIT. The ownership limits may delay or impede, and we may use the ownership limits deliberately to delay or impede, a transaction or a change of control that might involve a premium price for our common stock or otherwise be in the best interest of our stockholders.

We have a staggered board. Our directors are divided into three classes serving three-year staggered terms. The staggering of our board of directors may discourage offers for the Company or make an acquisition more difficult, even when an acquisition may be viewed to be in the best interest of our stockholders.

We could issue stock without stockholder approval. Our board of directors could, without stockholder approval, issue authorized but unissued shares of our common stock or preferred stock. In addition, our board of directors could, without stockholder approval, classify or reclassify any unissued shares of our common stock or preferred stock and set the preferences, rights and other terms of such classified or reclassified shares. Our board of directors could establish a series of stock that could, depending on the terms of such series, delay, defer or prevent a transaction or change of control that might involve a premium price for our common stock or otherwise be viewed to be in the best interest of our stockholders.

Provisions of Maryland law may limit the ability of a third party to acquire control of our company. Certain provisions of Maryland law may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under certain circumstances that otherwise could provide the holders of shares of our common stock with the opportunity to realize a premium over the then prevailing market price of such shares, including:

- “Business combination” provisions that, subject to limitations, prohibit certain business combinations between us and an “interested stockholder” (defined generally as any person who beneficially owns 10% or more of the voting power of our shares or an affiliate thereof) for five years after the most recent date on which the stockholder becomes an interested stockholder and thereafter would require the recommendation of our board of directors and impose special appraisal rights and special stockholder voting requirements on these combinations; and
- “Control share” provisions that provide that “control shares” of our company (defined as shares which, when aggregated with other shares controlled by the stockholder, entitle the stockholder to exercise one of three increasing ranges of voting power in electing directors) acquired in a “control share acquisition” (defined as the direct or indirect acquisition of ownership or control of “control shares”) have no voting rights except to the extent approved by our stockholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

The business combination statute permits various exemptions from its provisions, including business combinations that are approved or exempted by the board of directors before the time that the interested stockholder becomes an interested stockholder. Our board of directors has exempted from the business combination provisions of the Maryland General Corporation Law, or MGCL, any business combination with Mr. Richard Agree or any other person acting in concert or as a group with Mr. Richard Agree.

In addition, our bylaws contain a provision exempting any and all acquisitions by any person of shares of our stock from the control share acquisition statute.

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Additionally, Title 3, Subtitle 8 of the MGCL, permits our board of directors, without stockholder approval and regardless of what is currently provided in our charter or our bylaws, to implement certain takeover defenses. These provisions may have the effect of inhibiting a third party from making an acquisition proposal for our company or of delaying, deferring or preventing a change in control of our company under circumstances that otherwise could provide the holders of our common stock with the opportunity to realize a premium over the then-current market price.

Our charter, our bylaws, the limited partnership agreement of the Operating Partnership and Maryland law also contain other provisions that may delay, defer or prevent a transaction or a change of control that might involve a premium price for our common stock or otherwise be viewed to be in the best interest of our stockholders.

An officer and director may have interests that conflict with the interests of stockholders.

An officer and member of our board of directors owns Operating Partnership Common Units. This individual may have personal interests that conflict with the interests of our stockholders with respect to business decisions affecting us and the Operating Partnership, such as interests in the timing and pricing of property sales or refinancing in order to obtain favorable tax treatment.

Federal Income Tax Risks

Complying with REIT requirements may cause us to forego otherwise attractive opportunities.

To qualify as a REIT for federal income tax purposes we must continually satisfy numerous income, asset and other tests, thus having to forego investments we might otherwise make and hindering our investment performance.

Failure to qualify as a REIT could adversely affect our operations and our ability to make distributions.

We will be subject to increased taxation if we fail to qualify as a REIT for federal income tax purposes. Although we believe that we are organized and operate in such a manner so as to qualify as a REIT under the Internal Revenue Code, no assurance can be given that we will remain so qualified. Qualification as a REIT involves the application of highly technical and complex Code provisions for which there are only limited judicial or administrative interpretations. The complexity of these provisions and applicable treasury regulations is also increased in the context of a REIT that holds its assets in partnership form. The determination of various factual matters and circumstances not entirely within our control may affect our ability to qualify as a REIT. Additionally, our charter provides our board of directors with the power, under certain circumstances, to revoke or otherwise terminate our REIT election and cause us to be taxed as a regular corporation, without the approval of our stockholders. A REIT that annually distributes at least 90% of its taxable income to its stockholders generally is not taxed at the corporate level on such distributed income. We have not requested and do not plan to request a ruling from the Internal Revenue Service (the "IRS") that we qualify as a REIT.

If we fail to qualify as a REIT, we will face tax consequences that will substantially reduce the funds available for payment of cash dividends:

- We would not be allowed a deduction for dividends paid to stockholders in computing our taxable income and would be subject to federal income tax at regular corporate rates.
- We may be subject to increased state and local taxes.
- Unless we are entitled to relief under statutory provisions, we could not elect to be treated as a REIT for four taxable years following the year in which we failed to qualify.

In addition, if we fail to qualify as a REIT, we will no longer be required to pay dividends (other than any mandatory dividends on any preferred shares we may offer). As a result of these factors, our failure to qualify as a REIT could adversely affect the market price for our common stock.

U.S. federal tax reform legislation could affect REITs generally, the geographic markets in which we operate, our stock and our results of operations, both positively and negatively in ways that are difficult to anticipate.

Changes to the federal income tax laws are proposed regularly. Additionally, the REIT rules are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Department of the Treasury, which may result in revisions to regulations and interpretations in addition to statutory changes. If enacted, certain such changes could have an adverse impact on our business and financial results. In particular, H.R. 1, which took effect for taxable years that began on or after January 1, 2018 (subject to certain exceptions), as amended by the Coronavirus Aid, Relief, and Economic Security Act made many significant changes to the federal income tax laws that profoundly impacted the taxation of individuals, corporations (both regular C corporations as well as corporations that have elected to be taxed as REITs), and the taxation of taxpayers with overseas assets and operations. Effective July 4, 2025, the One Big Beautiful Bill Act (“OBBA”) was signed into law and is a complex revision to the U.S. federal income tax laws with potentially far-reaching consequences. The OBBBA will require subsequent rulemaking in a number of areas. The long-term impact of the OBBBA along with H.R. 1 on us, our investors, our tenants and the real estate industry cannot be reliably predicted and these changes impact us and our stockholders in various ways, some of which are adverse or potentially adverse compared to prior law. There can be no assurance, however, that technical clarifications to these laws or further changes needed to prevent unintended or unforeseen tax consequences will be enacted by Congress. In addition, while certain elements of tax reform legislation do not impact us directly as a REIT, they could impact the geographic markets in which we operate, the tenants that populate our properties and the customers who frequent our properties in ways, both positive and negative, that are difficult to anticipate. Other legislative proposals could be enacted in the future that could affect REITs and their stockholders. Prospective investors are urged to consult their tax advisors regarding the effect of these tax law changes and any other potential tax law changes on an investment in our common stock.

Changes in tax laws may prevent us from maintaining our qualification as a REIT.

As we have previously described, we intend to maintain our qualification as a REIT for federal income tax purposes. However, this intended qualification is based on the tax laws that are currently in effect. We are unable to predict any future changes in the tax laws that would adversely affect our status as a REIT. If there is a change in the tax law that prevents us from qualifying as a REIT or that requires REITs generally to pay corporate level income taxes, we may not be able to make the same level of distributions to our stockholders.

Complying with REIT requirements may force us to liquidate or restructure otherwise attractive investments.

In order to qualify as a REIT, at least 75% of the value of our assets must consist of cash, cash items, government securities and qualified real estate assets. The remainder of our investments in securities (other than government securities, securities of TRSs and qualified real estate assets) cannot include more than 10% of the voting securities or 10% of the value of all securities, of any one issuer. In addition, in general, no more than 5% of the total value of our assets (other than government securities, securities of TRSs and qualified real estate assets) can consist of securities of any one issuer, and no more than 25% of the total value of our assets can be represented by one or more TRSs. If we fail to comply with these requirements at the end of any calendar quarter, we must correct the failure within 30 days after the end of the calendar quarter or qualify for certain statutory relief provisions to avoid losing our REIT qualification and suffering adverse tax consequences. As a result, we may be required to liquidate otherwise attractive investments.

We may have to borrow funds or sell assets to meet our distribution requirements.

Subject to some adjustments that are unique to REITs, a REIT generally must distribute 90% of its taxable income. For the purpose of determining taxable income, we may be required to accrue interest, rent and other items treated as earned for tax purposes but that we have not yet received. In addition, we may be required not to accrue as expenses for tax purposes some expenses that actually have been paid, including, for example, payments of principal on our debt, or some of our deductions might be disallowed by the IRS. As a result, we could have taxable income in excess of cash available for distribution. If this occurs, we may have to borrow funds or liquidate some of our assets in order to meet the distribution requirement applicable to a REIT.

Our ownership of and relationship with our TRSs will be limited, and a failure to comply with the limits would jeopardize our REIT status and may result in the application of a 100% excise tax.

A REIT may own up to 100% of the stock of one or more TRSs. A TRS may earn income that would not be qualifying income if earned directly by the parent REIT. Overall, no more than 25% of the value of a REIT's assets may consist of stock or securities of one or more TRSs. A TRS will typically pay federal, state and local income tax at regular corporate rates on any income that it earns. In addition, the TRS rules impose a 100% excise tax on certain transactions between a TRS and its parent REIT that are not conducted on an arm's-length basis. Our TRSs will pay federal, state and local income tax on their taxable income, and their after-tax net income will be available for distribution to us but will not be required to be distributed to us. There can be no assurance that we will be able to comply with the 25% limitation discussed above or to avoid application of the 100% excise tax discussed above.

Liquidation of our assets may jeopardize our REIT qualification.

To qualify as a REIT, we must comply with requirements regarding our assets and our sources of income. If we are compelled to liquidate our investments to repay obligations to our lenders, we may be unable to comply with these requirements, ultimately jeopardizing our qualification as a REIT, or we may be subject to a 100% tax on any gain if we sell assets in transactions that are considered to be "prohibited transactions," which are explained in the risk factor below.

We may be subject to other tax liabilities even if we qualify as a REIT.

Even if we remain qualified as a REIT for federal income tax purposes, we will be required to pay certain federal, state and local taxes on our income and property. For example, we will be subject to federal income tax on any of our REIT taxable income (including capital gains) that we do not distribute annually to our stockholders. Additionally, we will be subject to a 4% nondeductible excise tax on the amount, if any, by which dividends paid by us in any calendar year are less than the sum of 85% of our ordinary income, 95% of our capital gain net income and 100% of our undistributed income from prior years. Moreover, if we have net income from "prohibited transactions," that income will be subject to a 100% tax. In general, prohibited transactions are sales or other dispositions of property held primarily for sale to customers in the ordinary course of business. The determination as to whether a particular sale is a prohibited transaction depends on the facts and circumstances related to that sale. While we will undertake sales of assets if those assets become inconsistent with our long-term strategic or return objectives, we do not believe that those sales should be considered prohibited transactions, but there can be no assurance that the IRS would not contend otherwise. The need to avoid prohibited transactions could cause us to forego or defer sales of properties that might otherwise be in our best interest to sell.

In addition, any net taxable income earned directly by our TRSs, or through entities that are disregarded for federal income tax purposes as entities separate from our TRSs, will be subject to federal and possibly state corporate income tax. To the extent that we and our affiliates are required to pay federal, state and local taxes, we will have less cash available for distributions to our stockholders.

Dividends payable by REITs do not qualify for the reduced tax rates on dividend income from regular corporations.

The maximum federal income tax rate applicable to "qualified dividend income" payable by non-REIT corporations to certain non-corporate U.S. stockholders is generally 20% and a 3.8% Medicare tax may also apply. Dividends paid by REITs, however, generally are not eligible for the reduced rates applicable to qualified dividend income. Commencing with taxable years that began on or after January 1, 2018 the effective tax rate on ordinary REIT dividends (i.e., dividends other than capital gain dividends and dividends attributable to certain qualified dividend income received by us) was reduced for U.S. holders of our common stock that are individuals, estates or trusts by permitting such holders to claim a deduction in determining their taxable income equal to 20% of any such dividends they receive. Taking into account this 20% reduction in the maximum individual federal income tax rate (which is otherwise 37%), this results in a maximum effective rate of regular income tax on ordinary REIT dividends of 29.6% (as compared to the 20% maximum federal income tax rate applicable to qualified dividend income received from a non-REIT corporation). This 20% deduction in the applicable tax rate for ordinary REIT dividends was originally enacted for the period from January 1, 2018 through December 31, 2025, but the reduction was made permanent by the passage of OBBBA on July 4, 2025. Nevertheless, the more favorable tax rates generally applicable to regular corporate distributions (from non-REIT corporations) could cause investors who are individuals to perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay distributions. This could materially and adversely affect the value of the stock of REITs, including our common stock.

Complying with REIT requirements may limit our ability to hedge effectively and may cause us to incur tax liabilities.

The REIT provisions of the Internal Revenue Code substantially limit our ability to hedge our liabilities. Any income from a hedging transaction we enter into to manage risk of interest rate changes, price changes or currency fluctuations with respect to borrowings made or to be made to acquire or carry real estate assets that is clearly identified in the manner specified in the Internal Revenue Code does not constitute gross income and is not counted for purposes of income tests that apply to us as a REIT. To the extent that we enter into other types of hedging transactions, the income from those transactions is likely to be treated as non-qualifying income for purposes of the income tests. As a result of these rules, we may need to limit our use of advantageous hedging techniques or implement those hedges through a TRS. This could increase the cost of our hedging activities because our TRS would be subject to tax on gains or expose us to greater risks associated with changes in interest rates than we would otherwise want to bear. In addition, losses in our TRSs will generally not provide any tax benefit, except for being carried forward against future taxable income in the TRSs.

General Risks

Loss of our key personnel could materially impair our ability to operate successfully.

Our continued success and our ability to manage anticipated future growth depend, in large part, upon the efforts of key personnel. The loss of services of one or more members of our senior management team, or our inability to attract and retain highly qualified personnel, could adversely affect our business, diminish our investment opportunities and our relationships with lenders, business partners, existing and prospective tenants and industry personnel, which could materially and adversely affect us.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report financial results, which could result in a loss of investor confidence and adversely affect the market price of our common stock.

We are required to establish and maintain internal control over financial reporting and disclosure controls and procedures. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles. Disclosure controls and procedures are processes designed to ensure that information required to be disclosed is communicated to management and reported in a timely manner. We cannot be certain that we will be successful in continuing to maintain adequate control over our financial reporting and disclosure controls and procedures. Deficiencies, including any material weakness, in our internal control over financial reporting that may occur could result in misstatements or restatements of our financial statements or a decline in the price of our securities. In addition, as our business continues to grow, and as we continue to make significant acquisitions, our internal controls will become more complex and may require significantly more resources to ensure that our disclosure controls and procedures remain effective. Moreover, the existence of any material weakness or significant deficiency in our internal controls and procedures may require management to devote significant time and incur significant expense to remediate any such material weaknesses or significant deficiencies and management may not be able to remediate any such material weaknesses or significant deficiencies in a timely manner. If we cannot provide reliable financial reports, our reputation and operating results could be materially adversely affected, which could also cause investors to lose confidence in our reported financial information, which in turn could result in a reduction in the trading price of our common stock.

The market price and trading volume of shares of our common stock may fluctuate or decline.

The market price and trading volume of our common stock may fluctuate widely due to various factors, including:

- Broad market fluctuations;
- Market reaction to any additional indebtedness we incur or debt or equity securities we or the Operating Partnership issue in the future;
- Additions or departures of key management personnel;
- Changes in our credit ratings;
- The financial condition, performance and prospects of our tenants;
- Changes in market interest rates; and
- The realization of any of the other risk factors presented in this Annual Report on Form 10-K.

Many of the factors listed above are beyond our control. Those factors may cause the market price of our common stock to decline significantly, regardless of our financial condition, results of operations and prospects. It is impossible to provide any assurance that the market price of our common stock will not fall in the future, and it may be difficult for holders to resell shares of our common stock at prices they find attractive, or at all.

An epidemic or pandemic, and the measures that international, federal, state and local governments, agencies, law enforcement and/or health authorities implement to address it, may precipitate or materially exacerbate one or more of the other risks, and may significantly disrupt our tenants' ability to operate their businesses and/or pay rent to us or prevent us from operating our business in the ordinary course for an extended period.

An epidemic or pandemic could have a material and adverse effect on or cause disruption to our business or financial condition, results of operations, cash flows and the market value and trading price of our securities due to, among other factors:

- A complete or partial closure of, or other operational issues at, one or more of our properties resulting from government or tenant action;
- Reduced economic activity could severely impact our tenants' businesses, financial condition and liquidity and may cause one or more of our tenants to be unable to meet their obligations to us in full, or at all, or to otherwise seek modifications of such obligations;
- Reduced economic activity could result in a prolonged recession, which could negatively impact consumer discretionary spending;
- Difficulty accessing debt and equity capital on attractive terms, or at all, potential impacts to our credit ratings, and a prolonged severe disruption and instability in the global financial markets or deteriorations in credit and financing conditions may affect our access to capital necessary to fund business operations or address maturing liabilities on a timely basis and our tenants' ability to fund their business operations and meet their obligations to us;
- Negative impacts to our future compliance with financial covenants of our Revolving Credit Facility and other debt agreements could result in a default and potentially an acceleration of indebtedness, which non-compliance could negatively impact our ability to make additional borrowings under our Revolving Credit Facility and pay dividends;
- Any impairment in value of our tangible or intangible assets which could be recorded as a result of weaker economic conditions;
- A decline in business activity and demand for real estate transactions could adversely affect our ability or desire to grow our portfolio of properties;
- A deterioration in our or our tenants' ability to operate in affected areas or delays in the supply of products or services to us or our tenants from vendors that are needed for our or our tenants' efficient operations could adversely affect our operations and those of our tenants; and
- The potential negative impact on the health of our personnel, particularly if a significant number of them are impacted, could result in a deterioration in our ability to ensure business continuity during this disruption.

The extent to which a future pandemic impacts our operations and those of our tenants will depend on future developments, which are highly uncertain and cannot be predicted with confidence.

A future pandemic precludes any prediction as to the full adverse impacts on our business. Nevertheless, a future pandemic presents a material uncertainty and risk with respect to our financial condition, results of operations, cash flows and performance.

Item 1B: Unresolved Staff Comments

There are no unresolved staff comments.

Item 1C. Cybersecurity

Risk Management and Strategy

Managing Material Risks & Integrated Risk Management

We have a comprehensive and systematic cybersecurity risk assessment program, which covers the identification, analysis, evaluation, and management of cybersecurity risks. The program follows a risk-based approach, which prioritizes the cybersecurity risks according to their likelihood and impact and allocates the appropriate resources and actions to mitigate these risks and leverages the National Institute of Standards and Technology (NIST) framework.

The program is cross-functional involving the participation and input of internal stakeholders, third-party consultants and board oversight. The program is reviewed and updated on a monthly basis, or whenever there is a significant change in our environment, operations, or objectives.

Engagement and Oversight of Third-parties

We have contracted a reputable, global third-party external Security Operations Center (“SOC”) to ensure that our cybersecurity processes, tools, and monitoring are operating continuously. The SOC service provides a holistic view of our security landscape using a cloud-native Security Incident & Event Management platform, removing security siloes to gain actionable insights and providing continuous 24/7 detection and response services, as well as proactively identifying threats to prevent security disruptions.

We engage the SOC on a regular basis to conduct external audits and assessments of our cybersecurity posture and performance. The SOC provides independent and objective feedback and recommendations on how to improve our cybersecurity strategy, policies, processes, and controls. The SOC also assists the Company in identifying and prioritizing the most critical and emerging cybersecurity risks and threats, and to align our cybersecurity initiatives with the best practices and standards in the industry.

We also have a robust and rigorous oversight process for managing cybersecurity risks related to our third-party service providers. The process includes:

- conducting due diligence and background checks on the potential service providers;
- verifying their cybersecurity credentials, capabilities, and track record;
- establishing clear and specific contractual terms and conditions regarding the Company’s cybersecurity expectations, obligations, and the responsibilities of the service providers;
- conducting quarterly business reviews of service providers including security operations performance and recommendations; and
- monitoring and auditing the service providers’ performance, compliance, reporting and escalation procedures for any cybersecurity issues or incidents identified through quarterly business reviews.

Risks from Cybersecurity Threats

While we face a variety of cybersecurity risks, such as phishing attempts, ransomware attacks, and unauthorized access attempts, such risks have not materially affected us to-date, including our business strategy, results of operations or financial condition. For more information about the cybersecurity risks we face, see “Item 1A – Risk Factors - *We face risks relating to information technology and cybersecurity attacks, loss of confidential information and other business disruptions*” and “Item 1A – Risk Factors - *The use of artificial intelligence presents risks and challenges that may adversely impact our business and operating results or that of our tenants*”.

Governance

Board of Directors’ Oversight

Our board of directors takes an active and informed role in our risk management policies and strategies. Our executive officers, which are responsible for our day-to-day risk management practices, present to the board of directors on the material risks to our Company, including risks related to information technology and cybersecurity.

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The audit committee has formal oversight responsibility for cybersecurity and is responsible for reviewing the Company's policies and procedures with respect to cybersecurity risk assessment and risk management. As part of the board of directors and audit committee's oversight, the Chief Information Officer ("CIO") provides quarterly updates to the audit committee with respect to security improvement projects, cybersecurity incidents, mitigation, and management.

Management's Role Managing Risk

Our CIO is responsible for developing and overseeing matters related to cybersecurity and serves as the Company's Chief Information Security Officer. The CIO has over 25 years of experience in information technology and is certified as an IT Business Relationship Management Professional (BRMP®), Six Sigma Blackbelt and Lean Office Champion. The CIO reports directly to the Chief Operating Officer, who is accountable for the overall information technology and security strategy and governance of the Company.

We have a comprehensive and continuous cybersecurity training program for our employees, which aims to raise their awareness and knowledge of cybersecurity threats and challenges, and to enhance their skills and competencies in preventing and responding to the cybersecurity incidents. The program covers the Company's cybersecurity policies, guidelines, cybersecurity best practice guidelines, cybersecurity scenarios and simulations.

In connection with improving the management of cybersecurity risk, the Company has:

- audited our systems with the help of information security consultants;
- completed ransomware simulations and enhanced our Disaster Recovery and Business Continuity Plan to reflect lessons learned;
- implemented information security policies to monitor for and notify if personnel take potentially malicious actions against the company, such as forwarding sensitive emails or uploading data to non-approved cloud services;
- conducted recovery simulation of our proprietary database to determine restoration timing;
- implemented a continuous vulnerability scanning solution to identify known threats in near real-time;
- conducted penetration testing and remediated all issues identified; and
- enhanced e-mail filtering software to limit the possibility of phishing or ransomware attacks.

Monitor Cybersecurity Incidents

We have a well-defined and tested cybersecurity incident response plan, which outlines the roles and responsibilities, procedures and protocols, tools and resources, and communication and escalation channels that will be activated and implemented in the event of a cybersecurity incident. The plan aims to detect and contain the incident, analyze and assess its nature, scope, and severity, and restore and resume the normal operations and functions of the Company.

Item 2: Properties

As of December 31, 2025, the Company's portfolio consisted of 2,674 properties located in all 50 states and totaling approximately 55.5 million square feet of GLA.

As of December 31, 2025, the Company's portfolio was approximately 99.7% leased and had a weighted average remaining lease term of approximately 7.8 years. A significant majority of the Company's properties are leased to national tenants and approximately 66.8% of our annualized base rent was derived from tenants, or parent entities thereof, with an investment grade credit rating from S&P Global Ratings, Moody's Investors Service, Fitch Ratings or National Association of Insurance Commissioners. Substantially all of our tenants are subject to net lease agreements. A net lease typically requires the tenant to be responsible for minimum monthly rent and property operating expenses including property taxes, insurance and maintenance. In addition, our tenants are typically subject to future rent increases based on fixed amounts or increases in the consumer price index and certain leases provide for additional rent calculated as a percentage of the tenants' gross sales above a specified level.

[Table of Contents](#)**Tenant Diversification**

The following table presents annualized base rents for all tenants that represented 1.5% or greater of our total annualized base rent as of December 31, 2025 (*dollars in thousands*):

Tenant	Annualized Base Rent ⁽¹⁾	Percent of Annualized Base Rent
Walmart	\$ 41,155	5.6 %
Tractor Supply	35,632	4.9 %
Dollar General	28,612	3.9 %
O'Reilly Auto Parts	22,274	3.0 %
TJX Companies	22,239	3.0 %
Best Buy	22,123	3.0 %
CVS	21,288	2.9 %
Kroger	21,039	2.9 %
Lowe's	20,974	2.9 %
Hobby Lobby	20,913	2.9 %
Gerber Collision	18,933	2.6 %
7-Eleven	18,037	2.5 %
Sunbelt Rentals	17,224	2.3 %
Burlington	15,133	2.1 %
Home Depot	14,062	1.9 %
Sherwin-Williams	13,947	1.9 %
Genuine Parts Company (NAPA Auto Parts)	12,172	1.7 %
Dollar Tree	12,045	1.6 %
Wawa	11,111	1.5 %
Other ⁽²⁾	344,482	46.9 %
Total Portfolio	\$ 733,395	100.0 %

(1) Represents annualized base rent on a straight-line basis as of December 31, 2025.

(2) Includes tenants that represented less than 1.5% of annualized contractual base rent as of December 31, 2025.

Tenant Sector Diversification

The following table presents annualized base rents for all retail sectors as of December 31, 2025 (*dollars in thousands*):

Sector	Annualized Base Rent ⁽¹⁾	Percent of Annualized Base Rent
Grocery Stores	\$ 75,290	10.3 %
Home Improvement	66,416	9.0 %
Convenience Stores	56,237	7.7 %
Tire and Auto Service	55,926	7.6 %
Auto Parts	49,371	6.7 %
Dollar Stores	47,315	6.4 %
Off-Price Retail	43,863	6.0 %
Farm and Rural Supply	37,403	5.1 %
General Merchandise	36,643	5.0 %
Pharmacy	26,239	3.6 %
Consumer Electronics	26,224	3.6 %
Crafts and Novelties	23,205	3.2 %
Discount Stores	20,861	2.8 %
Equipment Rental	18,280	2.5 %
Health Services	18,050	2.5 %
Warehouse Clubs	16,823	2.3 %
Restaurants - Quick Service	16,572	2.3 %
Health and Fitness	15,237	2.1 %
Dealerships	15,078	2.0 %
Sporting Goods	12,911	1.8 %
Financial Services	9,745	1.3 %
Specialty Retail	9,271	1.3 %
Restaurants - Casual Dining	7,027	0.9 %
Shoes	4,897	0.7 %
Home Furnishings	4,857	0.7 %
Pet Supplies	4,813	0.6 %
Theaters	3,976	0.5 %
Beauty and Cosmetics	3,776	0.5 %
Entertainment Retail	2,651	0.4 %
Apparel	2,544	0.3 %
Miscellaneous	1,270	0.2 %
Office Supplies	624	0.1 %
Total Portfolio	\$ 733,395	100.0 %

(1) Represents annualized base rent on a straight-line basis as of December 31, 2025.

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Geographic Diversification

The following table presents annualized base rents, by state, for our portfolio as of December 31, 2025 (*dollars in thousands*):

State	Annualized Base Rent ⁽¹⁾	Percent of Annualized Base Rent
Texas	\$ 50,474	6.9 %
Illinois	44,964	6.1 %
Ohio	39,176	5.3 %
Michigan	38,060	5.2 %
New York	36,303	5.0 %
Pennsylvania	35,627	4.9 %
Florida	34,465	4.7 %
North Carolina	34,010	4.6 %
California	32,190	4.4 %
Georgia	29,476	4.0 %
New Jersey	26,296	3.6 %
Wisconsin	20,690	2.8 %
Missouri	20,228	2.8 %
Louisiana	19,362	2.6 %
Virginia	17,825	2.4 %
Mississippi	17,078	2.3 %
Minnesota	16,472	2.2 %
South Carolina	16,448	2.2 %
Kansas	15,971	2.2 %
Indiana	15,283	2.1 %
Connecticut	14,519	2.0 %
Tennessee	13,618	1.9 %
Massachusetts	13,442	1.8 %
Alabama	13,408	1.8 %
Oklahoma	11,097	1.5 %
Other ⁽²⁾	106,913	14.7 %
Total Portfolio	\$ 733,395	100.0 %

(1) Represents annualized base rent on a straight-line basis as of December 31, 2025.

(2) Includes tenants that represented less than 1.5% of annualized contractual base rent as of December 31, 2025.

Lease Expirations

The following table presents contractual lease expirations within the Company's portfolio as of December 31, 2025, assuming no tenants exercise renewal options (*dollars and GLA in thousands*):

Year	Number of Leases	Annualized Base Rent ⁽¹⁾		Gross Leasable Area	
		Dollars	% of Total	Square Feet	% of Total
2026	52	\$ 10,710	1.5 %	1,004	1.8 %
2027	162	36,701	5.0 %	3,375	6.1 %
2028	182	48,018	6.5 %	4,188	7.6 %
2029	218	67,725	9.2 %	6,370	11.5 %
2030	339	74,708	10.2 %	6,295	11.4 %
2031	244	61,877	8.4 %	4,885	8.8 %
2032	257	54,118	7.4 %	3,919	7.1 %
2033	229	52,849	7.2 %	4,015	7.3 %
2034	232	53,022	7.2 %	3,575	6.5 %
2035	217	60,350	8.2 %	4,151	7.5 %
Thereafter	763	213,317	29.2 %	13,495	24.4 %
Total Portfolio	2,895	\$ 733,395	100.0 %	55,272	100.0 %

(1) Represents annualized base rent on a straight-line basis as of December 31, 2025.

Developments

During the year ended December 31, 2025, the Company had 34 development or DFP projects completed or under construction, for which 13 remained under construction as of December 31, 2025. Anticipated total costs for the 13 projects are approximately \$94.1 million.

Item 3: Legal Proceedings

From time to time, we are involved in legal proceedings in the ordinary course of business. We are not presently involved in any litigation nor, to our knowledge, is any other litigation threatened against us, other than routine litigation arising in the ordinary course of business, which is expected to be covered by our liability insurance. Management believes that we do not have any pending legal proceedings that, individually or in the aggregate, would have a material adverse effect on our liquidity, results of operations or business or financial condition.

Item 4: Mine Safety Disclosures

Not applicable.

PART II**Item 5: Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Market Information and Dividend Policy**

The Company's common stock is traded on the NYSE under the symbol "ADC." At February 9, 2026, there were 120,028,299 shares of our common stock issued and outstanding which were held by 164 stockholders of record. The number of stockholders of record does not reflect persons or entities that held their shares in nominee or "street" name. In addition, at February 9, 2026 there were 347,619 outstanding Operating Partnership Common Units held by a limited partner other than our Company. The Operating Partnership Common Units are exchangeable into shares of common stock on a one-for-one basis.

The Company intends to continue to declare regular dividends. However, our distributions are determined by our board of directors and will depend upon cash generated by operating activities, our financial condition, capital requirements, annual distribution requirements under the REIT provisions of the Internal Revenue Code and such other factors as the board of directors deems relevant. The Company has historically paid cash dividends, although we may choose to pay a portion in stock dividends in the future. To qualify as a REIT, distributions of at least 90% of our REIT taxable income prior to net capital gains must be made to our stockholders, as well as meet certain other requirements. The distributions must be paid in the taxable year the income is recognized; or in the following taxable year if they are declared during the last three months of the taxable year, payable to stockholders of record on a specified date during such period and paid during January of the following year. Generally, such distributions are treated for REIT tax purposes as paid by us and received by our stockholders on December 31 of the year in which they are declared, however such distributions may be treated for REIT tax purposes as a distribution in the year in which they are paid if REIT distribution requirements have been met through earlier distributions. In addition, at our election, a distribution for a taxable year may be declared in the following taxable year if it is declared before we timely file our tax return for such year and if paid on or before the first regular dividend payment after such declaration. These distributions qualify as dividends paid for the 90% REIT distribution test for the previous year and are taxable to holders of our capital stock in the year in which paid.

Issuer Purchases of Equity Securities

Common stock repurchases during the three months ended December 31, 2025 were:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
October 1, 2025 - October 31, 2025	—	\$ —	—	—
November 1, 2025 - November 30, 2025	21	73.78	—	—
December 1, 2025 - December 31, 2025	311	74.30	—	—
Total	332	\$ 74.27	—	—

During the three months ended December 31, 2025, the Company withheld 332 shares from employees to satisfy estimated statutory income tax obligations related to vesting of restricted stock awards. The value of the common stock withheld was based on the closing price of our common stock on the applicable vesting date.

Recent Sales of Unregistered Securities

There were no unregistered sales of equity securities during the year ended December 31, 2025.

Equity Compensation Plans

For information about our equity compensation plan, please see "Item 12 – Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" of this Annual Report on Form 10-K.

Item 6: [Reserved]

Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements, and related notes thereto, included elsewhere in this Annual Report on Form 10-K and the “Cautionary Note Regarding Forward-Looking Statements” in “Item 1A – Risk Factors” above. Also refer to “Item 7 – Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Company’s previously filed Annual Report on Form 10-K for the year ended December 31, 2024 for additional discussion of our financial condition and results of operations, including a comparison of our results of operations for the years ended December 31, 2024 and December 31, 2023.

Overview

The Company is a fully integrated REIT primarily focused on the ownership, acquisition, development and management of retail properties net leased to industry leading tenants. The Company was founded in 1971 by its current Executive Chairman, Richard Agree, and its common stock was listed on the NYSE in 1994. The Company’s assets are held by, and all of its operations are conducted through, directly or indirectly, the Operating Partnership, of which the Company is the sole general partner and in which the Company held a 99.7% common interest as of December 31, 2025. Refer to Note 1-*Organization* in the notes to the consolidated financial statements in this Form 10-K for further information on the ownership structure. Under the agreement of limited partnership of the Operating Partnership, the Company, as the sole general partner, has exclusive responsibility and discretion in the management and control of the Operating Partnership.

As of December 31, 2025, the Company’s portfolio consisted of 2,674 properties located in all 50 states and totaling approximately 55.5 million square feet of GLA. The portfolio was approximately 99.7% leased and had a weighted average remaining lease term of approximately 7.8 years. A significant majority of the Company’s properties are leased to national tenants and approximately 66.8% of our annualized base rent was derived from tenants, or parent entities thereof, with an investment grade credit rating from S&P Global Ratings, Moody’s Investors Service, Fitch Ratings or the National Association of Insurance Commissioners. A net lease typically requires the tenant to be responsible for minimum monthly rent and property operating expenses including property taxes, insurance and maintenance.

The Company elected to be taxed as a REIT for federal income tax purposes commencing with the taxable year ended December 31, 1994. We believe that we have been organized and have operated in a manner that has allowed us to qualify as a REIT for federal income tax purposes and we intend to continue operating in such a manner.

Results of Operations

Overall

The Company’s real estate investment portfolio grew from approximately \$7.42 billion in net investment amount representing 2,370 properties with 48.8 million square feet of GLA as of December 31, 2024 to approximately \$8.57 billion in net investment amount representing 2,674 properties with 55.5 million square feet of GLA at December 31, 2025. The Company’s real estate investments were made throughout and between the periods presented and were not all outstanding for the entire period; accordingly, a portion of the increase in rental income between periods is related to recognizing revenue in 2025 on acquisitions, development and DFP projects that were completed during 2024. Similarly, the full rental income impact of acquisitions made during 2025 will not be seen until 2026.

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Acquisitions

The following summarizes the acquisitions completed by the Company during the periods presented (*dollars in thousands*):

	Year Ended
	December 31, 2025
Number of properties acquired	305
Location (by state)	41
Tenant retail sectors	29
Weighted-average lease term (years)	11.5
Underwritten weighted-average capitalization rate ⁽¹⁾	7.2 %
Total purchase price, including acquisition and closing costs	\$ 1,448,066

(1) Weighted-average capitalization rate for acquisitions is the sum of contractual fixed annual rents computed on a straight-line basis over the primary lease terms and anticipated annual net tenant recoveries, divided by the aggregate purchase price for occupied properties.

Development and Developer Funding Platform

The following summarizes the Company's development and Developer Funding Platform ("DFP") activity during the periods presented:

	Year Ended
	December 31, 2025
Projects completed	21
Projects commenced	14
Projects under construction at period-end	13

Dispositions

The following summarizes the Company's disposition activity during the periods presented (*dollars in thousands*):

	Year Ended
	December 31, 2025
Number of properties sold	22
Net proceeds	\$ 42,067
Gain on sale of assets, net	\$ 5,416

Comparison of Year Ended December 31, 2025 to Year Ended December 31, 2024 (dollars in thousands)

	Year Ended December 31,		Variance	
	2025	2024	(in dollars)	(percentage)
Rental Income	\$ 718,163	\$ 616,822	\$ 101,341	16 %
Real Estate Tax Expense	\$ 52,231	\$ 46,882	\$ 5,349	11 %
Property Operating Expense	\$ 33,773	\$ 26,349	\$ 7,424	28 %
Depreciation and Amortization Expense	\$ 239,308	\$ 206,987	\$ 32,321	16 %

The variances in rental income, real estate tax expense, property operating expense and depreciation and amortization expense shown above were due to the acquisition and the ownership of an increased number of properties during the year ended December 31, 2025 compared to the year ended December 31, 2024, as further described under *Results of Operations - Overall* above.

General and administrative expenses increased \$6.9 million, or 18%, to \$44.1 million for the year ended December 31, 2025, compared to \$37.2 million for the year ended December 31, 2024. The increase was primarily the result of growth in compensation costs due to inflationary increases and higher stock-based compensation expense as a result of changing the vesting period for awards granted beginning in 2023. General and administrative expenses as a percentage of total revenue increased to 6.1% for the year ended December 31, 2025 from 6.0% for the year ended December 31, 2024.

Interest expense, net increased \$25.7 million, or 24%, to \$134.6 million for the year ended December 31, 2025, compared to \$108.9 million for the year ended December 31, 2024. The increase in interest expense, net was primarily a result of higher levels of borrowings during the year ended December 31, 2025 compared to the year ended December 31, 2024 in order to finance the acquisition and development of additional properties. Interest expense, net increased approximately \$21.5 million related to the \$400.0 million 2035 Senior Unsecured Public Notes that were issued in May 2025 and the \$450.0 million 2034 Senior Unsecured Public Notes that were issued in May 2024, partially offset by a decrease in interest due to the repayment of the \$50.0 million 2025 Senior Unsecured Notes in May 2025. In addition, interest expense on the Revolving Credit Facility and Commercial Paper Notes increased approximately \$4.8 million due to higher levels of borrowings, partially offset by lower average borrowing rates, during the year ended December 31, 2025 compared to the year ended December 31, 2024.

Provision for impairment increased \$4.7 million to \$11.9 million for the year ended December 31, 2025, compared to \$7.2 million for the year ended December 31, 2024. Provisions for impairment are recorded when events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable through operations plus estimated disposition proceeds and are not necessarily comparable period-to-period.

A net gain of \$5.4 million was recognized on the sale of 22 assets and land parcels during the year ended December 31, 2025, compared to a net gain of \$11.5 million recognized on the sale of 26 assets during the year ended December 31, 2024. The decrease was primarily due to lower disposition volume and lower average disposition proceeds per property in 2025 as compared to 2024. Gains and losses on sale of assets are dependent on levels of disposition activity and the carrying value of the assets relative to their sales prices. As a result, such gains on sales are not necessarily comparable period-to-period.

Income and other tax expense decreased \$2.6 million to \$1.7 million for the year ended December 31, 2025 compared to \$4.3 million during the year ended December 31, 2024. The decrease is driven by refunds received as a result of amendments to previous years' tax returns for various state filings as well as a reduction in recurring expense levels following these amendments.

Net income increased \$15.2 million, or 8%, to \$205.0 million for the year ended December 31, 2025, compared to \$189.8 million for the year ended December 31, 2024. The change was the result of the growth in the portfolio partially offset by the items discussed above. After allocation of income to non-controlling interest and preferred stockholders, net income attributable to common stockholders increased \$15.1 million, or 8% to \$196.9 million for the year ended December 31, 2025, compared to \$181.8 million for the year ended December 31, 2024.

Liquidity and Capital Resources

The Company's principal demands for funds include payment of operating expenses, payment of principal and interest on its outstanding indebtedness, dividends and distributions to its stockholders and holders of the units of the Operating Partnership (the "Operating Partnership Common Units"), and future property acquisitions and development.

In March 2025, the Operating Partnership established a commercial paper program (the "Commercial Paper Program"), pursuant to which it may issue short-term, fixed rate, unsecured commercial paper notes (the "Commercial Paper Notes") under the exemption from registration contained in Section 4(a) (2) of the Securities Act. Amounts available under the Commercial Paper Program may be borrowed, repaid and re-borrowed from time to time, with the aggregate principal amount of the Commercial Paper Notes outstanding under the Commercial Paper Program at any time not to exceed \$625.0 million. The Commercial Paper Notes can have maturities of up to 397 days from the date of issue and are guaranteed by the Company and certain wholly owned subsidiaries of the Operating Partnership.

In April 2025, the Company completed a follow-on public offering of 5,175,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 675,000 shares in connection with the forward sale agreements. As of December 31, 2025, the Company has not settled any of these shares. The offering is anticipated to raise net proceeds of approximately \$385.8 million after deducting fees and expenses and making certain adjustments as provided in the forward sale agreements.

In May 2025, the Operating Partnership completed an underwritten public offering of \$400.0 million in aggregate principal amount of its 5.600% Notes due 2035 (the "2035 Senior Unsecured Public Notes"). The public offering was priced at 99.297% of the principal amount, resulting in proceeds of \$397.2 million before deducting debt issuance costs. In connection with the underwritten public offering, the Company terminated \$325.0 million of forward-starting interest rate swap agreements that hedged the 2035 Senior Unsecured Public Notes, receiving \$13.6 million, net upon termination.

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In addition, in May 2025, the Operating Partnership repaid the \$50.0 million 2025 Senior Unsecured Notes at maturity.

On November 17, 2025, the Company entered into the First Amendment to the Fourth Amended and Restated Revolving Credit Agreement (the “First Amendment to the Revolving Credit Facility”) with PNC Bank, as administrative agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Borrower as guarantors. The First Amendment to the Revolving Credit Facility amends the Revolving Credit Facility by and among the Company, the Borrower, PNC Bank, as administrative agent, and a syndicate of lenders named therein. The First Amendment to the Revolving Credit Facility includes certain technical and administrative amendments, including an amendment to the interest rate for borrowings under the Revolving Credit Facility by reducing the SOFR adjustment to zero basis points. As a result, the Revolving Credit Facility's interest rate is based on a pricing grid with a range of 72.5 to 140 basis points over SOFR, determined by the Company's credit ratings and leverage ratio. At December 31, 2025, borrowings under the Revolving Credit Facility, as amended, would have incurred interest at a rate of SOFR plus a pricing grid spread of 72.5 basis points.

On November 17, 2025, the Company entered into the Second Amendment to Term Loan Agreement (the “Second Amendment”) with PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Operating Partnership as guarantors. The Second Amendment implements various changes to conform to the 2031 Unsecured Term Loan (defined below). In addition, the Second Amendment reduced the SOFR adjustment to zero basis points, resulting in the borrowings under the 2029 Unsecured Term Loan to be priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company's credit ratings.

On November 17, 2025, the Company closed on an unsecured \$350.0 million 5.5-year delayed draw term loan (the “2031 Unsecured Term Loan) which includes an accordion option that allows the Company to request additional lender commitments up to a total of \$500.0 million and matures in May 2031. As of December 31, 2025, the Company had not drawn any amounts under the 2031 Unsecured Term Loan. Borrowings under the 2031 Unsecured Term Loan are priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company's credit ratings. Based on the Company's credit ratings at the time of closing, pricing on the 2031 Unsecured Term Loan was 80 basis points over SOFR. The Company used the existing \$350.0 million of forward starting interest rate swaps to hedge the variable SOFR priced interest to a weighted average fixed rate of 3.22% until May 2031.

The Company expects to meet its short-term liquidity requirements through cash and cash equivalents held as of December 31, 2025, cash provided from operations, settlement of outstanding forward equity and borrowings under its Revolving Credit Facility and Commercial Paper Program. As of December 31, 2025, the Company had approximately \$2.02 billion of liquidity, which consists of cash and cash equivalents, including cash held in escrow of \$20.6 million, unsettled forward equity of \$716.1 million, \$350.0 million of undrawn capacity under the 2031 Term Loan and \$929.5 million of availability under our Revolving Credit Facility, adjusted to reflect the outstanding Commercial Paper Notes, subject to compliance with covenants.

The Company anticipates funding its long-term capital needs through cash provided from operations, borrowings under its Revolving Credit Facility, the issuance of debt and the issuance or settlement of common or preferred equity or other instruments convertible into or exchangeable for common or preferred equity.

We continually evaluate alternative financing and believe that we can obtain financing on reasonable terms. However, there can be no assurance that additional financing or capital will be available, or that the terms will be acceptable or advantageous to us. Our ability to access capital on favorable terms as well as to use cash from operations to continue to meet our liquidity needs is uncertain and cannot be predicted and could be affected by various risks and uncertainties, including, but not limited to the risks detailed in Part I, Item 1A titled “Risk Factors”

Capitalization

As of December 31, 2025, the Company's total enterprise value was approximately \$12.15 billion. Total enterprise value consisted of \$8.67 billion of common equity (based on the December 31, 2025 closing price of Company common stock on the NYSE of \$72.03 per share and assuming the conversion of Operating Partnership Common Units), \$175.0 million of preferred equity (stated at liquidation value), and \$3.32 billion of total debt including (i) \$320.5 million of borrowings under its Revolving Credit Facility and Commercial Paper Program; (ii) \$2.61 billion of senior unsecured notes; (iii) \$350.0 million of unsecured term loans (iv) \$42.9 million of mortgage notes payable; less \$20.6 million cash, cash equivalents and cash held in escrow. The Company's total debt to total enterprise value was 27.4% at December 31, 2025.

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At December 31, 2025, the non-controlling interest in the Operating Partnership consisted of a 0.3% common ownership interest in the Operating Partnership. The Operating Partnership Common Units may, under certain circumstances, be exchanged for shares of Company common stock on a one-for-one basis. The Company, as sole general partner of the Operating Partnership, has the option to settle exchanged Operating Partnership Common Units held by others for cash based on the current trading price of our shares. Assuming the exchange of all Operating Partnership Common Units, there would have been 120,376,025 shares of common stock outstanding at December 31, 2025.

Equity

Shelf Registration

The Company has filed with the SEC an automatic shelf registration statement on Form S-3ASR, registering an unspecified amount of common stock, preferred stock, depositary shares, warrants of the Company and guarantees of debt securities of the Operating Partnership, as well as an unspecified amount of debt securities of the Operating Partnership, at an indeterminate aggregate initial offering price. The Company may periodically offer one or more of these securities in amounts, prices and on terms to be announced when and if these securities are offered. The specifics of any future offerings, along with the use of proceeds of any securities offered, will be described in detail in a prospectus supplement, or other offering materials, at the time of any offering.

Common Stock Offerings

In October 2022, the Company completed a follow-on public offering of 5,750,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 750,000 shares, in connection with forward sale agreements. As of December 31, 2022, the Company settled 1,600,000 shares of these October 2022 forward sale agreements, realizing net proceeds of \$106.2 million. During the year ended December 31, 2023, the Company settled the remaining 4,150,000 shares of these October 2022 forward sale agreements, realizing net proceeds of \$275.0 million. The offering resulted in total net proceeds to the Company of \$381.2 million after deducting fees and expenses and making certain adjustments as provided in the forward sale agreements.

In October 2024, the Company completed a follow-on public offering of 5,060,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 660,000 shares in connection with the forward sale agreements. As of December 31, 2024, the Company had not settled any of these shares. During the year ended December 31, 2025, the Company settled all of the October 2024 forward sales agreements, realizing net proceeds to the Company of approximately \$366.6 million, after deducting fees and expenses and making certain other adjustments.

In April 2025, the Company completed a follow-on public offering of 5,175,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 675,000 shares in connection with the forward sale agreements. As of December 31, 2025, the Company has not settled any of these shares. The offering is anticipated to raise net proceeds of approximately \$385.8 million after deducting fees and expenses and making certain adjustments as provided in the forward sale agreements.

Preferred Stock Offering

As of December 31, 2025, the Company had 7,000,000 depositary shares (the "Depositary Shares") outstanding, each representing 1/1,000th of a share of Series A Preferred Stock.

Dividends on the Series A Preferred Shares are payable monthly in arrears on the first day of each month (or, if not on a business day, on the next succeeding business day). The dividend rate is 4.25% per annum of the \$25,000 (equivalent to \$25.00 per Depositary Share) liquidation preference. Dividends on the Series A Preferred Shares are in the amount of \$0.08854 per Depositary Share, equivalent to \$1.0625 per annum.

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The Company may not redeem the Series A Preferred Shares before September 2026 except in limited circumstances to preserve its status as a real estate investment trust for federal income tax purposes and except in certain circumstances upon the occurrence of a change of control of the Company. Beginning in September 2026, the Company, at its option, may redeem the Series A Preferred Shares, in whole or from time to time in part, by paying \$25.00 per Depositary Share, plus any accrued and unpaid dividends. Upon the occurrence of a change in control of the Company, if the Company does not otherwise redeem the Series A Preferred Shares, the holders have a right to convert their shares into common stock of the Company at the \$25.00 per share liquidation value, plus any accrued and unpaid dividends. This conversion value is limited by a share cap if the Company's stock price falls below a certain threshold.

ATM Programs

The Company enters into at-the-market ("ATM") programs through which the Company, from time to time, sells shares of common stock and/or enters into forward sale agreements.

The following table summarizes the ATM programs that were in place during 2025, 2024 and 2023 (*dollars in millions*):

Program	Program Size	Total Forward Shares Sold	Total Forward Shares Settled	Total Forward Shares Outstanding as of December 31, 2025	Total Net Proceeds Anticipated or Received from Forward Shares Sold
September 2022 (1)	\$750.0	10,217,973	10,217,973	—	\$670.3
February 2024 (1)	\$1,000.0	10,409,017	10,409,017	—	\$705.3
October 2024	\$1,250.0	4,444,245 (2)	—	4,444,245 (3)	\$330.3

(1) Applicable ATM program terminated and no future forward sales will occur under the program.

(2) After considering the shares of common stock sold subject to forward sale agreements under the program, the Company had approximately \$914.5 billion of availability under the October 2024 Program as of December 31, 2025.

(3) The Company is required to settle the outstanding forward shares of common stock under the program by dates between June 2026 and May 2027.

Upon settlement of the relevant forward sale agreement, subject to certain exceptions, we may elect, in our sole discretion, to physically settle in common shares, cash settle, or net share settle all or any portion of our obligations under any forward sale agreement.

The following table summarizes the ATM activity completed for the periods presented:

	Year Ended December 31,		
	2025	2024	2023
Shares of common stock sold under the ATM programs	4,275,968	10,598,037	5,846,998
Shares of common stock settled under the ATM programs	7,633,519	6,630,112	6,117,768
Net proceeds received (in millions)	\$538.3	\$403.8	\$415.4

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Debt

The table below summarizes the Company's outstanding debt as of the dates presented (*dollars in thousands*):

	All-in Interest Rate	Coupon Rate	Maturity	Principal Amount Outstanding	
				December 31, 2025	December 31, 2024
Senior Unsecured Revolving Credit Facility and Commercial Paper Notes					
Revolving Credit Facility ⁽¹⁾	4.50%		August 2028	\$ —	\$ 158,000
Commercial Paper Notes ⁽²⁾	3.94%		Various	\$ 320,500	\$ —
Total Revolving Credit Facility and Commercial Paper Notes				\$ 320,500	\$ 158,000
Unsecured Term Loans					
2029 Unsecured Term Loan ⁽³⁾	4.37%		January 2029	\$ 350,000	\$ 350,000
2031 Unsecured Term Loan ⁽⁴⁾	4.02%		May 2031	\$ —	\$ —
Total Unsecured Term Loans				\$ 350,000	\$ 350,000
Senior Unsecured Notes⁽⁵⁾					
2025 Senior Unsecured Notes	4.16%	4.16%	May 2025	\$ —	\$ 50,000
2027 Senior Unsecured Notes	4.26%	4.26%	May 2027	\$ 50,000	\$ 50,000
2028 Senior Unsecured Public Notes ⁽⁶⁾	2.11%	2.00%	June 2028	\$ 350,000	\$ 350,000
2028 Senior Unsecured Notes	4.42%	4.42%	July 2028	\$ 60,000	\$ 60,000
2029 Senior Unsecured Notes	4.19%	4.19%	September 2029	\$ 100,000	\$ 100,000
2030 Senior Unsecured Notes	4.32%	4.32%	September 2030	\$ 125,000	\$ 125,000
2030 Senior Unsecured Public Notes ⁽⁶⁾	3.49%	2.90%	October 2030	\$ 350,000	\$ 350,000
2031 Senior Unsecured Notes	4.42%	4.47%	October 2031	\$ 125,000	\$ 125,000
2032 Senior Unsecured Public Notes ⁽⁶⁾	3.96%	4.80%	October 2032	\$ 300,000	\$ 300,000
2033 Senior Unsecured Public Notes ⁽⁶⁾	2.13%	2.60%	June 2033	\$ 300,000	\$ 300,000
2034 Senior Unsecured Public Notes ⁽⁶⁾	5.65%	5.63%	June 2034	\$ 450,000	\$ 450,000
2035 Senior Unsecured Public Notes ⁽⁶⁾	5.35%	5.60%	June 2035	\$ 400,000	\$ —
Total Senior Unsecured Notes				\$ 2,610,000	\$ 2,260,000
Mortgage Notes Payable					
Portfolio Credit Tenant Lease	6.27%		July 2026	\$ 628	\$ 1,654
Four Asset Mortgage Loan	3.63%		December 2029	\$ 42,250	\$ 42,250
Total Mortgage Notes Payable				\$ 42,878	\$ 43,904
Total Principal Amount Outstanding				\$ 3,323,378	\$ 2,811,904

- (1) At December 31, 2025, the Revolving Credit Facility would have incurred interest of 4.50%, which is comprised of SOFR of 3.77% and the pricing grid spread of 72.5 basis points.
- (2) As of December 31, 2025, the weighted-average maturity of the Commercial Paper Notes outstanding was less than one month.
- (3) The interest rate of the 2029 Unsecured Term Loan reflects the credit spread of 80 basis points and the impact of the interest rate swaps which convert \$350 million of SOFR based interest to a fixed interest rate of 3.57%.
- (4) At December 31, 2025, if amounts were drawn under the 2031 Unsecured Term Loan, the applicable interest rate would have reflected the credit spread of 80 basis points and the impact of the interest rate swaps which convert \$350.0 million of SOFR based interest to a fixed interest rate of 3.22%.
- (5) All-in interest rate for Senior Unsecured Notes reflects the straight-line amortization of the terminated swap agreements and original issuance discounts, as applicable.
- (6) The principal amounts outstanding are presented excluding their original issue discounts.

Senior Unsecured Revolving Credit Facility

On August 8, 2024, the Company entered into the Fourth Amended and Restated Revolving Credit Agreement which provides a \$1.25 billion senior unsecured revolving credit facility (the "Revolving Credit Facility").

On November 17, 2025, the Company entered into the First Amendment to the Revolving Credit Facility with PNC Bank, as administrative agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Borrower as guarantors. The First Amendment to the Revolving Credit Facility amends the Revolving Credit Facility by and among the Company, the Borrower, PNC Bank, as administrative agent, and a syndicate of lenders named therein. The First Amendment to the Revolving Credit Facility includes certain technical and administrative amendments, including an amendment to the interest rate for borrowings under the Revolving Credit Facility by reducing the SOFR adjustment to zero basis points. As a result, the Revolving Credit Facility's interest rate is based on a pricing grid with a range of 72.5 to 140 basis points over SOFR, determined by the Company's credit ratings and leverage ratio. At December 31, 2025, borrowings under the Revolving Credit Facility, as amended, would have incurred interest at a rate of SOFR plus a pricing grid spread of 72.5 basis points.

As of December 31, 2025 the Revolving Credit Facility had no outstanding balance and bore interest of 4.50%, which is comprised of SOFR of 3.77%, the pricing grid spread of 72.5 basis points, with no SOFR adjustment.

The Revolving Credit Facility serves as a liquidity backstop for the Company's Commercial Paper Notes and includes an accordion option that allows the Company to request additional lender commitments up to a total of \$2.00 billion. The Revolving Credit Facility will mature in August 2028 with Company options to extend the maturity date to August 2029.

The Company and Richard Agree, the Executive Chairman of the Company, are parties to a Reimbursement Agreement dated October 3, 2023 (the "Reimbursement Agreement"). Pursuant to the Reimbursement Agreement, Mr. Agree has agreed to reimburse the Company for his proportionate share of loss incurred under the Revolving Credit Facility and/or certain other indebtedness in an amount to be determined by facts and circumstances at the time of loss.

2029 Unsecured Term Loan

On July 31, 2023, the Company closed on the unsecured \$350.0 million 5.5-year term loan (the "2029 Unsecured Term Loan") which includes an accordion option that allows the Company to request additional lender commitments up to a total of \$500.0 million and matures in January 2029. At the time of the 2029 Unsecured Term Loan's closing, borrowings were priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company's credit ratings, plus a SOFR adjustment of 10 basis points. Based on the Company's credit ratings at the time of closing, pricing on the 2029 Unsecured Term Loan was 95 basis points over SOFR. Due to the Company's improved credit rating, the credit spread on the 2029 Unsecured Term Loan decreased by five basis points in August 2025. The Company used the existing \$350.0 million interest rate swaps to hedge the variable SOFR priced interest to a weighted average fixed rate of 3.57% until January 2029.

On August 8, 2024, the Company entered into the First Amendment to Term Loan Agreement (the "First Amendment") with PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Operating Partnership as guarantors. The First Amendment implements various covenant and technical amendments to make the 2029 Unsecured Term Loan's provisions consistent with corresponding provisions in the Revolving Credit Facility (see "Senior Unsecured Revolving Credit Facility" above). The First Amendment does not change the maturity or the pricing terms of the 2029 Unsecured Term Loan.

On November 17, 2025, the Company entered into the Second Amendment to Term Loan Agreement (the "Second Amendment") with PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Operating Partnership as guarantors. The Second Amendment implements various changes to conform to the 2031 Unsecured Term Loan (defined below). In addition, the Second Amendment reduced the SOFR adjustment to zero basis points, resulting in the borrowings under the 2029 Unsecured Term Loan to be priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company's credit ratings. Based on the Company's credit ratings as of December 31, 2025, pricing on the 2029 Unsecured Term Loan was 80 basis points over SOFR.

2031 Unsecured Term Loan

On November 17, 2025, the Company closed on an unsecured \$350.0 million 5.5-year delayed draw term loan (the “2031 Unsecured Term Loan”) which includes an accordion option that allows the Company to request additional lender commitments up to a total of \$500.0 million and matures in May 2031. As of December 31, 2025, the Company had not drawn any amounts under the 2031 Unsecured Term Loan. Borrowings under the 2031 Unsecured Term Loan are priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company’s credit ratings. Based on the Company’s credit ratings at the time of closing, pricing on the 2031 Unsecured Term Loan was 80 basis points over SOFR. The Company used the existing \$350.0 million of forward starting interest rate swaps to hedge the variable SOFR priced interest to a weighted average fixed rate of 3.22% until May 2031.

Senior Unsecured Notes – Private Placement

The Senior Unsecured Notes (collectively the “Private Placements”) were issued in private placements to individual investors. The Private Placements did not involve a public offering in reliance on the exemption from registration pursuant to Section 4(a)(2) of the Securities Act.

Senior Unsecured Notes – Public Offerings

The Senior Unsecured Public Notes (collectively the “Public Notes”) are fully and unconditionally guaranteed by Agree Realty Corporation and certain wholly owned subsidiaries of the Operating Partnership. These guarantees are senior unsecured obligations of the guarantors, rank equally in right of payment with all other existing and future senior unsecured indebtedness and are effectively subordinated to all secured indebtedness of the Operating Partnership and each guarantor (to the extent of the value of the collateral securing such indebtedness).

The Public Notes are governed by an Indenture, dated August 17, 2020, among the Operating Partnership, the Company and respective trustee (as amended and supplemented by an officer’s certificate dated at the issuance of each of the Public Notes, the “Indenture”). The Indenture contains various restrictive covenants, including limitations on the ability of the guarantors and the issuer to incur additional indebtedness and requirements to maintain a pool of unencumbered assets.

In May 2025, the Operating Partnership completed an underwritten public offering of \$400.0 million in aggregate principal amount of its 5.600% Notes due 2035 (the “2035 Senior Unsecured Public Notes”). The public offering was priced at 99.297% of the principal amount, resulting in proceeds of \$397.2 million before deducting debt issuance costs. In connection with the underwritten public offering, the Company terminated \$325.0 million of forward-starting interest rate swap agreements that hedged the 2035 Senior Unsecured Public Notes, receiving \$13.6 million, net upon termination.

In May 2025, the Operating Partnership repaid the \$50.0 million 2025 Senior Unsecured Notes at maturity.

Mortgage Notes Payable

As of December 31, 2025, the Company had total gross mortgage indebtedness of \$42.9 million which was collateralized by related real estate and tenants’ leases with an aggregate net book value of \$73.3 million. The weighted average interest rate on the Company’s mortgage notes payable was 3.67% as of December 31, 2025.

The Company has entered into mortgage loans which are secured by multiple properties and contain cross-default and cross-collateralization provisions. Cross-collateralization provisions allow a lender to foreclose on multiple properties in the event that the Company defaults under the loan. Cross-default provisions allow a lender to foreclose on the related property in the event a default is declared under another loan.

Loan Covenants

Certain loan agreements contain various restrictive covenants, including the following financial covenants: maximum leverage ratio, maximum secured leverage ratios, consolidated net worth requirements, a minimum fixed charge coverage ratio, a maximum unencumbered leverage ratio, a minimum unsecured interest expense ratio, a minimum interest coverage ratio, a minimum unsecured debt yield and a minimum unencumbered interest expense ratio. As of December 31, 2025, the most restrictive covenant was the minimum unencumbered interest expense ratio. The Company was in compliance with all of its material loan covenants and obligations as of December 31, 2025.

Cash Flows

Operating - Most of the Company's cash from operations is generated by rental income from its investment portfolio. Net cash provided by operating activities for the year ended December 31, 2025 increased by \$72.1 million over the year ended December 31, 2024, primarily due to the increase in the size of the Company's real estate investment portfolio.

Investing - Net cash used in investing activities was \$657.7 million higher during the year ended December 31, 2025, compared to the year ended December 31, 2024 primarily due to:

- \$560.9 million increase in cash used for property acquisitions as a result of the overall increase in the level of acquisition activity;
- \$52.2 million decrease in proceeds from asset sales due to lower disposition volume as well as lower average sales price per property during 2025 as compared to 2024. Proceeds from asset sales are dependent on levels of disposition activity and the specific assets sold and are not necessarily comparable period-to-period; and
- \$45.3 million increase in cash used for development of real estate investments and other assets due to increase in the number of development and DFP projects in progress as well as the timing of payments for these projects and other capital additions.

Financing - Net cash provided by financing activities increased by \$607.9 million during the year ended December 31, 2025, compared to the year ended December 31, 2024 primarily due to:

- \$501.4 million increase of net proceeds from the issuance of common stock;
- \$37.1 million increase in total dividends and distributions paid as a result of the increase in the number of common shares outstanding as well as the increase in the common stock dividend rate. The Company's annual common stock dividend declared during the year ended December 31, 2025 of \$3.081 per common share, represents a 2.7% increase over the annual dividend amount of \$3.000 per common share declared during 2024;
- \$231.5 million change in net borrowings on the Revolving Credit Facility and Commercial Paper Program. Net borrowings on the Revolving Credit Facility were \$162.5 million during the year ended December 31, 2025 while \$69.0 million of net repayments were completed in 2024;
- \$5.0 million decrease in payments for financing costs, driven by the Fourth Amendment to the Revolving Credit Facility completed in 2024;
- \$6.1 million decrease in payments of financing lease liabilities as an acquisition of the fee interest in land previously under a finance lease was completed during the year ended December 31, 2024;
- \$50.0 million repayment of the 2025 Senior Unsecured Notes; no similar repayments were made during the year ended December 31, 2024; and
- \$47.5 million decrease in proceeds from new debt issuance. During the year ended December 31, 2025, the Company received gross proceeds of \$397.2 million from the issuance of the 2035 Senior Unsecured Public Notes in May 2025, compared to gross proceeds of \$444.7 million from the issuance of the 2034 Senior Unsecured Public Notes in 2024.

Material Cash Requirements

In conducting our business, the Company enters into contractual obligations, including those for debt and operating leases for land.

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Details on these obligations as of December 31, 2025, including expected settlement periods, are presented below (*in thousands*):

	2026	2027	2028	2029	2030	Thereafter	Total
Mortgage Notes Payable	\$ 628	\$ —	\$ —	\$ 42,250	\$ —	\$ —	\$ 42,878
Revolving Credit Facility and Commercial Paper Notes ⁽¹⁾	320,500	—	—	—	—	—	320,500
Unsecured Term Loans ⁽²⁾	—	—	—	350,000	—	—	350,000
Senior Unsecured Notes	—	50,000	410,000	100,000	475,000	1,575,000	2,610,000
Land Lease Obligations	2,055	2,120	2,097	2,088	1,856	33,027	43,243
Estimated Interest Payments on Outstanding Debt ⁽³⁾	124,200	122,932	117,138	96,819	87,099	236,424	784,612
Total	\$ 447,383	\$ 175,052	\$ 529,235	\$ 591,157	\$ 563,955	\$ 1,844,451	\$ 4,151,233

(1) The Revolving Credit Facility matures in August 2028, with options to extend the maturity date by six months up to two times, for a maximum maturity of August 2029. The weighted-average maturity of the Commercial Paper Notes outstanding at December 31, 2025 was less than one month.
 (2) The 2031 Unsecured Term Loan matures in May 2031. No amounts had been drawn under the delayed draw, \$350.0 million loan as of December 31, 2025.
 (3) Estimated interest payments calculated for (i) variable rate debt based on the rate in effect at period-end and (ii) fixed rate debt based on the coupon interest rate.

In addition to items reflected in the table above, the Company has preferred stock with cumulative cash dividends, as described under *Equity – Preferred Stock Offering* above.

During the year ended December 31, 2025, the Company had 34 development or DFP projects completed or under construction, for which 13 remain under construction as of December 31, 2025. Anticipated total costs for the 13 projects are approximately \$94.1 million. These construction commitments will be funded using cash provided from operations, current capital resources on hand, and/or other sources of funding available to the Company.

The Company's recurring obligations under its tenant leases for maintenance, taxes, and/or insurance will also be funded through the sources available to the Company described earlier.

Dividends

During 2025, the Company declared monthly dividends totaling \$3.081 per common share. The holder of the Operating Partnership Common Units is entitled to an equal distribution per Operating Partnership Common Unit held. The December dividends and distributions were recorded as a liability on the consolidated balance sheets at December 31, 2025 and were paid on January 15, 2026.

During 2025, the Company declared monthly dividends on the Series A Preferred Shares totaling \$1.063 per Depositary Share. The December dividend was recorded as a liability on the consolidated balance sheets at December 31, 2025 and was paid on January 2, 2026.

Recent Accounting Pronouncements

Refer to Note 2 – *Summary of Significant Accounting Policies* in the consolidated financial statements for a summary and anticipated impact of each accounting pronouncement on the Company's financial statements.

Critical Accounting Policies and Estimates

The preparation of our financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) requires the Company’s management to use judgment in the application of accounting policies, including making estimates and assumptions. Management bases estimates on the best information available at the time, its experience and on various other assumptions believed to be reasonable under the circumstances. These estimates affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. If management’s judgment or interpretation of the facts and circumstances relating to various transactions or other matters had been different, it is possible that different accounting principles would have been applied, resulting in a different presentation of the consolidated financial statements. From time-to-time, the Company may re-evaluate its estimates and assumptions. In the event estimates or assumptions prove to be different from actual results, adjustments are made in subsequent periods to reflect more current estimates and assumptions about matters that are inherently uncertain. A summary of the Company’s critical accounting policies is included below. This summary should be read in conjunction with the more complete discussion of our accounting policies and procedures included in Note 2 to our consolidated financial statements.

Accounting for Acquisitions of Real Estate

The acquisition of property for investment purposes is typically accounted for as an asset acquisition. The Company allocates the purchase price to land, building, assumed debt, if any, and identified intangible assets and liabilities, based in each case on their relative estimated fair values and without giving rise to goodwill. In making estimates of fair values, the Company may use various sources, including data provided by independent third parties, as well as information obtained by the Company as a result of due diligence, including expected future cash flows of the property and various characteristics of the markets where the property is located. Certain assumptions, including those around market land values and market rental rates, are inherently subjective. While assumptions of market land values and market rental rates are based on available market data, the application of market data to the unique nature of properties acquired may require significant judgment. The use of different assumptions in the allocation of the purchase price of the acquired properties could affect the timing of recognition of the related revenue and expenses.

Impairments

We review our real estate investments for possible impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable through operations plus estimated disposition proceeds. Events or circumstances that may occur include, but are not limited to, significant changes in real estate market conditions, estimated residual values, our ability or expectation to re-lease properties that are vacant or become vacant or a change in the anticipated holding period for a property. Identification of such events may involve certain assumptions, estimates, and significant judgment.

Management determines whether an impairment in value has occurred by comparing the estimated future cash flows (undiscounted and without interest charges), including the residual value of the real estate, to the carrying cost of the individual asset. Impairments are measured to the extent the current book value exceeds the estimated fair value of the asset less disposition costs for any assets classified as held for sale.

The valuation of impaired assets is determined using valuation techniques including discounted cash flow analysis, analysis of recent comparable sales transactions and/or purchase offers received from third parties. The Company may consider a single valuation technique or multiple valuation techniques, as appropriate, when estimating the fair value of its real estate.

The expected cash flows of a property are dependent on estimates and other factors subject to change, including (1) changes in the national, regional, and/or local economic climates and/or market conditions, (2) competition from other retail, (3) increases in operating costs, (4) bankruptcy and/or other changes in a tenant’s condition and (5) expected holding period. These factors could cause our expected future cash flows from a property to change, and, as a result, an impairment could be considered to have occurred. Determination of the fair value of a property for purposes of measuring impairment may involve significant judgment.

Non-GAAP Financial Measures

Funds from Operations (“FFO” or “Nareit FFO”)

FFO is defined by the National Association of Real Estate Investment Trusts, Inc. (“Nareit”) to mean net income computed in accordance with GAAP, excluding gains (or losses) from sales of real estate assets and/or changes in control, plus real estate related depreciation and amortization and any impairment charges on depreciable real estate assets, and after adjustments for unconsolidated partnerships and joint ventures. Historical cost accounting for real estate assets in accordance with GAAP implicitly assumes that the value of real estate assets diminishes predictably over time. Since real estate values instead have historically risen or fallen with market conditions, most real estate industry investors consider FFO to be helpful in evaluating a real estate company’s operations.

FFO should not be considered an alternative to net income as the primary indicator of the Company’s operating performance, or as an alternative to cash flow as a measure of liquidity. Further, while the Company adheres to the Nareit definition of FFO, its presentation of FFO is not necessarily comparable to similarly titled measures of other REITs due to the fact that all REITs may not use the same definition.

Core Funds from Operations (“Core FFO”)

The Company defines Core FFO as Nareit FFO with the addback of (i) noncash amortization of acquisition purchase price related to above- and below- market lease intangibles and discount on assumed mortgage debt and (ii) certain infrequently occurring items that reduce or increase net income in accordance with GAAP. Management believes that its measure of Core FFO facilitates useful comparison of performance to its peers who predominantly transact in sale-leaseback transactions and are thereby not required by GAAP to allocate purchase price to lease intangibles. Unlike many of its peers, the Company has acquired the substantial majority of its net-leased properties through acquisitions of properties from third parties or in connection with the acquisitions of ground leases from third parties.

Core FFO should not be considered an alternative to net income as the primary indicator of the Company’s operating performance, or as an alternative to cash flow as a measure of liquidity. Further, the Company’s presentation of Core FFO is not necessarily comparable to similarly titled measures of other REITs due to the fact that all REITs may not use the same definition.

Adjusted Funds from Operations (“AFFO”)

AFFO is a non-GAAP financial measure of operating performance used by many companies in the REIT industry. AFFO further adjusts FFO and Core FFO for certain non-cash items that reduce or increase net income computed in accordance with GAAP. Management considers AFFO a useful supplemental measure of the Company’s performance, however, AFFO should not be considered an alternative to net income as an indication of its performance, or to cash flow as a measure of liquidity or ability to make distributions. The Company’s computation of AFFO may differ from the methodology for calculating AFFO used by other equity REITs, and therefore may not be comparable to such other REITs.

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The following table provides a reconciliation of net income to FFO, Core FFO and AFFO for the periods presented (*dollars in thousands, except for per common share and partnership unit data*):

	Year Ended December 31,		
	2025	2024	2023
Reconciliation from Net Income to Funds from Operations			
Net income	\$ 204,989	\$ 189,832	\$ 170,547
Less Series A preferred stock dividends	7,437	7,437	7,437
Net income attributable to Operating Partnership common unitholders	197,552	182,395	163,110
Depreciation of rental real estate assets	159,155	137,835	115,617
Amortization of lease intangibles - in-place leases and leasing costs	77,825	67,128	58,967
Provision for impairment	11,872	7,224	7,175
(Gain) loss on sale or involuntary conversion of assets, net	(5,386)	(11,441)	(1,849)
Funds from Operations - Operating Partnership common unitholders	<u>\$ 441,018</u>	<u>\$ 383,141</u>	<u>\$ 343,020</u>
Amortization of above (below) market lease intangibles, net and assumed mortgage debt discount, net	36,749	33,571	33,430
Core Funds from Operations - Operating Partnership common unitholders	<u>\$ 477,767</u>	<u>\$ 416,712</u>	<u>\$ 376,450</u>
Straight-line accrued rent	(17,356)	(12,711)	(12,142)
Stock-based compensation expense	12,991	10,805	8,338
Amortization of financing costs and original issue discounts	7,074	5,988	4,403
Non-real estate depreciation	2,328	2,024	1,693
Adjusted Funds from Operations - Operating Partnership common unitholders	<u>\$ 482,804</u>	<u>\$ 422,818</u>	<u>\$ 378,742</u>
Funds from Operations per common share and partnership unit - diluted	\$ 3.95	\$ 3.75	\$ 3.58
Core Funds from Operations per common share and partnership unit - diluted	<u>\$ 4.28</u>	<u>\$ 4.08</u>	<u>\$ 3.93</u>
Adjusted Funds from Operations per common share and partnership unit - diluted	<u>\$ 4.33</u>	<u>\$ 4.14</u>	<u>\$ 3.95</u>
Weighted average shares and Operating Partnership common units outstanding			
Basic	111,070,994	101,446,871	95,539,028
Diluted	<u>111,548,264</u>	<u>102,223,923</u>	<u>95,785,031</u>
Additional supplemental disclosure			
Scheduled principal repayments	\$ 1,026	\$ 963	\$ 905
Capitalized interest	\$ 2,027	\$ 1,599	\$ 1,957
Capitalized building improvements	\$ 12,086	\$ 12,905	\$ 9,819

Item 7A: Quantitative and Qualitative Disclosures about Market Risk

The Company is exposed to interest rate risk primarily through borrowing activities. There is inherent roll-over risk for borrowings as they mature and are renewed at current market rates. The extent of this risk is not quantifiable or predictable because of the variability of future interest rates and our future financing requirements.

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The Company's interest rate risk is monitored using a variety of techniques. The table below presents the principal payments (*in thousands*) and the weighted average interest rates on outstanding debt, by year of expected maturity, to evaluate the expected cash flows and sensitivity to interest rate changes. Average interest rates shown reflect the impact of the swap agreements employed to fix interest rates.

	2026	2027	2028	2029	2030	Thereafter	Total
Mortgage Notes Payable	\$ 628	\$ —	\$ —	\$ 42,250	\$ —	\$ —	\$ 42,878
Interest Rate	6.27 %			3.63 %			
Revolving Credit Facility ⁽¹⁾ and Commercial Paper Notes ⁽²⁾	\$ 320,500	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 320,500
Interest Rate	3.94 %						
Unsecured Term Loans ⁽³⁾	\$ —	\$ —	\$ —	\$ 350,000	\$ —	\$ —	\$ 350,000
Interest Rate				4.37 % ⁽⁴⁾			
Senior Unsecured Notes	\$ —	\$ 50,000	\$ 410,000	\$ 100,000	\$ 475,000	\$ 1,575,000	\$ 2,610,000
Interest Rate		4.26 %	2.45 %	4.19 %	3.71 %	4.48 %	

(1) The Revolving Credit Facility had no outstanding balance as of December 31, 2025. The Revolving Credit Facility matures in August 2028 with options to extend the maturity date by six months up to two times, for a maximum maturity of August 2029.

(2) The weighted-average maturity of the Commercial Paper Notes outstanding at December 31, 2025 was less than one month.

(3) As of December 31, 2025, no amounts had been drawn under the 2031 Unsecured Term Loan. Had amounts been drawn, the applicable interest rate would have reflected the credit spread of 80 basis points and the impact of the interest rate swaps which convert \$350.0 million of SOFR based interest to a fixed interest rate of 3.22%.

(4) The interest rate of the 2029 Unsecured Term Loan reflects the credit spread of 80 basis points and the impact of the interest rate swaps which convert \$350.0 million of SOFR based interest to a fixed interest rate of 3.57%.

The table above incorporates those exposures that exist as of December 31, 2025; it does not consider those exposures or positions which could arise after that date. As a result, the Company's ultimate realized gain or loss with respect to interest rate fluctuations will depend on the exposures that arise during the period and interest rates.

The Company seeks to limit the impact of interest rate changes on earnings and cash flows and to lower the overall borrowing costs by closely monitoring our variable rate debt and converting such debt to fixed rates when the Company deems such conversion advantageous. From time to time, the Company may enter into interest rate swap agreements or other interest rate hedging contracts. While these agreements are intended to lessen the impact of rising interest rates, they also expose the Company to the risks that the other parties to the agreements will not perform. The Company could incur significant costs associated with the settlement of the agreements, the agreements will be unenforceable and the underlying transactions will fail to qualify as highly effective cash flow hedges under GAAP guidance.

In June 2023, the Company entered into \$350.0 million of forward starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in SOFR. The swaps exchange variable rate interest on \$350.0 million of SOFR indexed debt to a weighted average fixed interest rate of 3.57% beginning August 1, 2023 through January 1, 2029. The swaps are designated to hedge the variable rate interest payments indexed to SOFR in the Senior Unsecured Term Loan which matures January 2029. As of December 31, 2025, these interest rate swaps were valued as a liability of approximately \$2.8 million.

In September and October of 2025, the Company entered into \$350.0 million of forward starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in SOFR. The swaps exchange variable rate interest on \$350.0 million of SOFR indexed debt to a weighted average fixed interest rate of 3.22%. The swaps are designated to hedge the variable rate interest payments indexed to SOFR in the 2031 Senior Unsecured Term Loan which matures May 2031. As of December 31, 2025, these interest rate swaps were valued as an asset of approximately \$3.3 million.

In August, September and October of 2025, the Company entered into forward-starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in interest rates from the trade date through the forecasted issuance date of \$200.0 million of long-term debt. The Company hedged its exposure to the variability in future cash flows for a forecasted issuance of long-term debt over a maximum period ending June 2026. As of December 31, 2025, these interest rate swaps are valued as an asset of approximately \$2.7 million.

The Company does not use derivative instruments for trading or other speculative purposes, and the Company did not have any other derivative instruments as of December 31, 2025.

The fair value of the mortgage notes payable and senior unsecured notes is estimated to be \$40.9 million and \$2.55 billion, respectively, as of December 31, 2025. The fair value of the Commercial Paper Notes is estimated to equal the carrying amount due to the short-term maturity of the instruments and as the stated interest rates approximate current market rates. The fair value of the Revolving Credit Facility and Unsecured Term Loans approximate their carrying values as they are variable rate debt.

At December 31, 2025, our outstanding Mortgage Notes Payable and Senior Unsecured Notes had fixed interest rates. Interest on our Revolving Credit Facility and Unsecured Term Loans are variable, and as a result, we are subject to interest rate risk with respect to such floating-rate debt. In addition, given the short-term nature of the Commercial Paper Notes, we are subject to interest rate risk related to the borrowings.

There are no borrowings outstanding under the Revolving Credit Facility and \$320.5 million of Commercial Paper Notes outstanding at December 31, 2025. A hypothetical 100-basis point increase or decrease in market interest rates, assuming no change in the amount outstanding on these borrowings, would change annual interest expense by \$3.2 million.

The variable interest rate features on our unsecured term loans have been mitigated by interest rate swap agreements.

Item 8: Financial Statements and Supplementary Data

The financial statements and supplementary data are listed in the Index to the Financial Statements and Financial Statement Schedules appearing on Page F-1 of this Annual Report on Form 10-K and are included in this Annual Report on Form 10-K following page F-1.

Item 9: Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A: Controls and Procedures

Disclosure Controls and Procedures

At the end of the period covered by this report, the Company conducted an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of its disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on this evaluation, the Company's principal executive officer and principal financial officer concluded that its disclosure controls and procedures are effective as of the end of the period covered by this report to ensure that information required to be disclosed by us in reports that the Company files or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a15-(f) and 15d-15(f) under the Exchange Act. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Our internal control over financial reporting includes those policies and procedures that:

- 1) Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of our Company;
- 2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- 3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision of our principal executive officer and our principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment and those criteria, our management concluded that we maintained effective internal control over financial reporting as of December 31, 2025.

Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting during our most recently completed fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Attestation Report of Independent Registered Public Accounting Firm

The attestation report issued by our independent registered public accounting firm, Grant Thornton LLP, required under this item is contained on page F-2 of this Annual Report on Form 10-K.

Item 9B: Other Information

Rule 10b5-1 Trading Plans – Directors and Section 16 Officers

During the three months ended December 31, 2025, none of the Company's directors or Section 16 officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act or any "non-Rule 10b5-1 trading arrangement".

Item 9C: Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10: Directors, Executive Officers and Corporate Governance

The information required by this item is set forth under the following captions in our proxy statement to be filed with respect to our 2026 Annual Meeting of Stockholders (the “Proxy Statement”), all of which is incorporated by reference: “Proposal I – Election of Directors”; “Board Matters–The Board of Directors”; “Board Matters –Committees of the Board”; “Board Matters –Corporate Governance”; “Executive Officers”; and “Additional Information – Proposals for 2026 Annual Meeting”

Item 11: Executive Compensation

The information required by this item is set forth under the following captions in our Proxy Statement, all of which is incorporated herein by reference: “Compensation Discussion and Analysis,” “Executive Compensation Tables,” “Board Matters – Director Compensation,” and “Compensation Committee Report.”

Item 12: Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The following table summarizes the equity compensation plan under which our common stock may be issued as of December 31, 2025.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted Average Exercise Price of Outstanding Options, Warrant and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity Compensation Plans Approved by Security Holders	—	—	1,721,199 ⁽¹⁾
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	—	—	1,721,199

(1) Relates to various stock-based awards available for issuance under the Agree Realty Corporation 2024 Omnibus Incentive Plan, including incentive stock options, non-qualified stock options, stock appreciation rights, deferred stock awards, restricted stock awards, performance shares and units, unrestricted stock awards and dividend equivalent rights.

Additional information required by this item is set forth under the following caption in our Proxy Statement, all of which is incorporated herein by reference: “Security Ownership of Certain Beneficial Owners and Management.”

Item 13: Certain Relationships and Related Transactions, and Director Independence

The information required by this item is set forth under the following captions in our Proxy Statement, all of which is incorporated herein by reference: “Related Person Transactions” and “Board Matters –The Board of Directors.”

Item 14: Principal Accountant Fees and Services

The information required by this item is set forth under the following caption in our Proxy Statement, all of which is incorporated herein by reference: “Audit Committee Matters.”

PART IV

ITEM 15: Exhibits and Financial Statement Schedules

15(a)(1). The following documents are filed as a part of this Annual Report on Form 10-K:

- Reports of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2025 and 2024
- Consolidated Statements of Operations and Comprehensive Income for the Years Ended December 31, 2025, 2024 and 2023
- Consolidated Statements of Equity for the Years Ended December 31, 2025, 2024 and 2023
- Consolidated Statements of Cash Flows for the Years Ended December 31, 2025, 2024 and 2023
- Notes to the Consolidated Financial Statements

15(a)(2). The following is a list of the financial statement schedules required by Item 8:
Schedule III – Real Estate and Accumulated Depreciation

15(a)(3). Exhibits

Exhibit No.	Description
3.1.1	Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
3.1.2	Amendment to the Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 6, 2015).
3.1.3	Amendment to the Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 3, 2016).
3.1.4	Articles Supplementary of the Company, dated February 26, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on February 28, 2019).
3.1.5	Articles of Amendment of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 25, 2019).
3.1.6	Amendment to Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 10, 2021).
3.1.7	Articles Supplementary of the Company, dated September 13, 2021 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on September 13, 2021).
3.1.8	Amendment to Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 16, 2025).
3.2.1	Second Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on December 12, 2024).
4.1	Amended and Restated Registration Rights Agreement, dated July 8, 1994 by and among the Company, Richard Agree, Edward Rosenberg and Joel Weiner (incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 1994).
4.2	Form of certificate representing shares of common stock (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-3 filed on August 24, 2009).
4.3	Form of 4.32% Senior Guaranteed Note, Series 2018-A, due September 26, 2030 (incorporated by reference to Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018).

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4.4 Form of 4.32% Senior Guaranteed Note, Series 2018-B, due September 26, 2030 (incorporated by reference to Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018).

4.5* Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.

4.6 Indenture, dated as of August 17, 2020, among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 17, 2020).

4.7 Indenture Officer's Certificate, dated as of August 17, 2020, among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 17, 2020).

4.8 Form of Global Note for 2.900% Notes due 2030 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 17, 2020).

4.9 Form of Guarantee by and among Agree Limited Partnership, the Guarantors named therein and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 17, 2020).

4.10 Indenture Officer's Certificate, dated as of May 14, 2021, among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2021).

4.11 Form of Global Note for 2.000% Notes due 2028 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2021).

4.12 Form of Global Note for 2.600% Notes due 2033 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2021).

4.13 Form of 2028 Guarantee by and among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2021).

4.14 Form of 2033 Guarantee by and among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 14, 2021).

4.15 Master Deposit Agreement, by and among Agree Realty Corporation, Computershare Inc. and Computershare Trust Company, N.A., as depositary, and the holders from time to time of the depositary receipts described therein relating to shares of preferred stock of the Company, dated as of September 17, 2021 (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form 8-A filed on September 17, 2021).

4.16 Indenture Officer's Certificate, dated as of August 22, 2022, among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 22, 2022).

4.17 Form of Global Note for 4.800% Notes due 2032 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 22, 2022).

4.18 Form of 2032 Guarantee by and among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 22, 2022).

4.19 Indenture Officer's Certificate, dated as of May 13, 2024, among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 13, 2024).

4.20 Form of Global Note for 5.625% Notes due 2032 (included in Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 13, 2024).

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4.21 Form of 2034 Guarantee by and among Agree Limited Partnership, Agree Realty Corporation and U.S. Bank National Association (included in Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 13, 2024).

4.22 Indenture Officer's Certificate, dated as of May 23, 2025, among the Company, the Parent Guarantor and the Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 23, 2025).

4.23 Form of Global Note for 5.600% Notes due 2035 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on May 23, 2025).

4.24 Form of 2035 Guarantee by and among the Company, the Guarantors and the Trustee (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed on May 23, 2025).

10.1.1 Note Purchase Agreement, dated as of August 3, 2017, among Agree Limited Partnership, the Company and the purchasers named therein (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).

10.1.2 Uncommitted Master Note Facility, dated as of August 3, 2017, among Agree Limited Partnership, the Company and Teachers Insurance and Annuity Associate of America ("TIAA") and each TIAA Affiliate (as defined therein) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).

10.1.3 First Supplement to Uncommitted Master Note Facility, dated as of September 26, 2018, among Agree Limited Partnership, Agree Realty Corporation and Teachers Insurance and Annuity Association of America ("TIAA") (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018).

10.1.4 Uncommitted Master Note Facility, dated as of August 3, 2017, among Agree Limited Partnership, the Company and Teachers Insurance and AIG Asset Management (U.S.), LLC ("AIG") and each AIG Affiliate (as defined therein) (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).

10.1.5 First Supplement to Uncommitted Master Note Facility, dated as of September 26, 2018, among Agree Limited Partnership, Agree Realty Corporation, AIG Asset Management (U.S.), LLC and the institutional investors named therein (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018).

10.2*+ Summary of Director Compensation.

10.3+ Agree Realty Corporation 2017 Executive Incentive Plan, dated February 16, 2017 (incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016).

10.4 Note Purchase Agreement dated as of May 28, 2015 by and among Agree Limited Partnership, the Company and the purchasers thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 1, 2015).

10.5 Note Purchase Agreement, dated as of July 28, 2016, by and among Agree Limited Partnership, the Company and the purchasers thereto (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016).

10.6 Form of Revolving Note (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on July 23, 2018).

10.7 Reimbursement Agreement, dated as of October 3, 2023 by and between the Company and Richard Agree (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K filed on February 13, 2024).

10.8 Note Purchase Agreement, dated as of June 14, 2019, among Agree Limited Partnership, the Company and the purchasers named therein (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019).

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10.9.1+ Agree Realty Corporation 2020 Omnibus Incentive Plan (incorporated by reference to Appendix A to the Company's Definitive Proxy Statement on Schedule 14A filed on March 23, 2020).

10.9.2+ Form of Restricted Stock Agreement under the Agree Realty Corporation 2020 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on July 20, 2020).

10.9.3+ Form of Performance Unit Agreement under the Agree Realty Corporation 2020 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on July 20, 2020).

10.9.4+ Form of Restricted Stock Notice (Non-Employee Directors) under the Agree Realty Corporation 2020 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.31 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021).

10.10.1+ Agree Realty Corporation 2024 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 23, 2024).

10.10.2*+ Form of Restricted Stock Agreement under the Agree Realty Corporation 2024 Omnibus Incentive Plan.

10.10.3*+ Form of Performance Unit Agreement under the Agree Realty Corporation 2024 Omnibus Incentive Plan.

10.11+ Amended Employment Agreement, dated July 1, 2014, by and between the Company and Joey Agree (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014).

10.12+ Summary of Material Terms of Compensation Arrangement with Danielle M. Spehar (effective December 7, 2019). (incorporated by reference to Exhibit 10.38 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021).

10.13+ Employment Agreement, dated October 1, 2023, by and between Agree Realty Corporation and Joel Agree (incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on October 24, 2023).

10.14+ Employment Agreement dated June 18, 2020, between Agree Realty Corporation and Craig Erlich (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on October 19, 2020).

10.15+ Addendum to Employment Agreement dated August 19, 2020, between Agree Realty Corporation and Craig Erlich (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on October 19, 2020).

10.16.1 Second Amended and Restated Agreement of Limited Partnership of Agree Limited Partnership, dated as of September 17, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 17, 2021).

10.16.2 First Amendment to Fourth Amended and Restated Revolving Credit Agreement, dated as of November 17, 2025, by and among Agree Realty Corporation, Agree Limited Partnership, PNC Bank, National Association as Administrative Agent, and a syndicate of lenders named therein (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 18, 2025).

10.17 Fourth Amended and Restated Credit Agreement, dated as of August 8, 2024, by and among Agree Realty Corporation, Agree Limited Partnership, PNC Bank, National Association as Administrative Agent, and a syndicate of lenders named therein (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 8, 2024).

10.18+ Employment Agreement, dated January 5, 2022, between Agree Realty Corporation and Peter Coughenour (incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021).

10.19*+ Employment Agreement, dated February 6, 2026, between Agree Realty Corporation and Nicole Witteveen.

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10.20.1	Term Loan Agreement, dated as of July 31, 2023 by and among Agree Realty Corporation, Agree Limited Partnership, PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 1, 2023).
10.20.2	First Amendment to Term Loan Agreement, dated as of August 8, 2024 by and among Agree Realty Corporation, Agree Limited Partnership, PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on October 22, 2024).
10.20.3	Second Amendment to Term Loan Agreement, dated as of November 17, 2025 by and among Agree Realty Corporation, Agree Limited Partnership, PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on November 18, 2025).
10.21	Term Loan Agreement, dated as of November 17, 2025, by and among Agree Realty Corporation, Agree Limited Partnership, PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 18, 2025).
19.1*	Agree Realty Corporation Insider Trading Policy, adopted September 4, 2019, and amended December 7, 2024 and December 12, 2025.
21*	Subsidiaries of Agree Realty Corporation.
22*	Subsidiary Guarantors of Agree Realty Corporation.
23.1*	Consent of Grant Thornton LLP.
24*	Power of Attorney (included on the signature page of this Annual Report on Form 10-K).
31.1*	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, Joel N. Agree, Chief Executive Officer.
31.2*	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, Peter Coughenour, Chief Financial Officer.
32.1*†	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Joel N. Agree, Chief Executive Officer.
32.2*†	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Peter Coughenour, Chief Financial Officer.
97.1	Agree Realty Corporation Compensation Recovery Policy, effective as of December 1, 2023 (incorporated by reference to Exhibit 97.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024).
101*	The following materials from Agree Realty Corporation's Annual Report on Form 10-K for the year ended December 31, 2025 formatted in Inline XBRL (eXtensible Business Reporting Language): (i) the consolidated balance sheets, (ii) the consolidated statements of operations and comprehensive income, (iii) the consolidated statements of equity, (iv) the consolidated statements of cash flows, and (v) related notes to these consolidated financial statements, tagged as blocks of text.
104*	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101).

* Filed herewith.

+ Management contract or compensatory plan or arrangement.

† The certifications attached as Exhibit 32.1 and Exhibit 32.2 accompany this Annual Report on Form 10-K are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Agree Realty Corporation under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report on Form 10-K, irrespective of any general incorporation language contained in such filing.

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15(b) The Exhibits listed in Item 15(a)(3) are hereby filed with this Annual Report on Form 10-K.

15(c) The financial statement schedule listed at Item 15(a)(2) is hereby filed with this Annual Report on Form 10-K.

Item 16: Form 10-K Summary

None.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
Agree Realty Corporation

Opinion on internal control over financial reporting

We have audited the internal control over financial reporting of Agree Realty Corporation (a Maryland corporation) and subsidiaries (the “Company”) as of December 31, 2025, based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in the 2013 Internal Control—Integrated Framework issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the consolidated financial statements of the Company as of and for the year ended December 31, 2025, and our report dated February 10, 2026 expressed an unqualified opinion on those financial statements.

Basis for opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and limitations of internal control over financial reporting

A company’s internal control over financial reporting is a process designed 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. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Charlotte, North Carolina
February 10, 2026

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
Agree Realty Corporation

Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of Agree Realty Corporation (a Maryland corporation) and subsidiaries (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations and comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedules included under Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 10, 2026 expressed an unqualified opinion.

Basis for opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical audit matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of the measurement of fair values used in accounting for acquisitions of real estate

As described further in Notes 2 and 4 to the financial statements, the acquisition of property for investment purposes is typically accounted for as an asset acquisition. The Company allocates the purchase price to land, building, and identified intangible assets and liabilities, based in each case on their relative estimated fair values and without giving rise to goodwill. During 2025, the Company purchased 305 retail net lease assets for approximately \$1.4 billion, which includes acquisition and closing costs. We identified the evaluation of the measurement of fair values used in accounting for acquisitions of real estate as a critical audit matter.

The principal consideration for our determination that the evaluation of the measurement of fair values used in accounting for acquisitions of real estate is a critical audit matter is that auditing management's determination of fair value was complex and involved subjectivity. In particular, the fair value measurements are sensitive to significant assumptions. Those significant assumptions include market land value and market rent.

Our audit procedures related to the evaluation of fair values used in accounting for acquisitions of real estate included the following, among others.

- We obtained an understanding, evaluated the design, and tested the operating effectiveness of relevant controls to allocate the purchase price of real estate acquisitions, including internal controls over the selection and review of inputs and assumptions used to estimate fair value.
- For a selection of real estate acquisitions, we involved valuation professionals with specialized skills and knowledge who assisted in evaluating the reasonableness of key inputs and assumptions used to determine fair value by comparing the Company's market land and market rent values to independently developed ranges using relevant market data derived from industry transaction databases and published industry reports.
- For a selection of real estate acquisitions and leases, we compared the Company's market land and market rent values to independently developed ranges for reasonableness and to consider if management bias was present.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2013.

Charlotte, North Carolina
February 10, 2026

AGREE REALTY CORPORATION
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per-share data)

	December 31, 2025	December 31, 2024
ASSETS		
Real estate investments		
Land	\$ 2,895,495	\$ 2,514,167
Buildings	6,330,249	5,412,564
Less accumulated depreciation	(715,733)	(564,429)
	8,510,011	7,362,302
Property under development	62,690	55,806
Net real estate investments	\$ 8,572,701	\$ 7,418,108
Cash and cash equivalents	16,295	6,399
Cash held in escrow	4,327	—
Accounts receivable - tenants, net	122,477	106,416
Lease intangibles, net of accumulated amortization of \$576,945 and \$461,419 at December 31, 2025 and December 31, 2024, respectively	1,000,967	864,937
Other assets, net	80,845	90,586
Total Assets	\$ 9,797,612	\$ 8,486,446
LIABILITIES		
Mortgage notes payable, net	\$ 41,546	\$ 42,210
Unsecured term loan, net	348,074	347,452
Senior unsecured notes, net	2,584,608	2,237,759
Unsecured revolving credit facility and commercial paper notes	320,500	158,000
Dividends and distributions payable	32,158	27,842
Accounts payable, accrued expenses, and other liabilities	139,384	116,273
Lease intangibles, net of accumulated amortization of \$49,797 and \$46,003 at December 31, 2025 and December 31, 2024, respectively	60,189	46,249
Total Liabilities	\$ 3,526,459	\$ 2,975,785
Commitments and contingencies (Note 11)		
EQUITY		
Preferred stock, \$0.0001 par value per share, 4,000,000 shares authorized, 7,000 shares Series A outstanding, at stated liquidation value of \$25,000 per share, at December 31, 2025 and December 31, 2024	\$ 175,000	\$ 175,000
Common stock, \$0.0001 par value, 360,000,000 and 180,000,000 shares authorized, 120,028,406 and 107,248,705 shares issued and outstanding at December 31, 2025 and December 31, 2024, respectively	12	10
Additional paid-in-capital	6,679,142	5,765,582
Dividends in excess of net income	(618,675)	(470,622)
Accumulated other comprehensive income	35,506	40,076
Total equity - Agree Realty Corporation	6,270,985	5,510,046
Non-controlling interest	168	615
Total Equity	\$ 6,271,153	\$ 5,510,661
Total Liabilities and Equity	\$ 9,797,612	\$ 8,486,446

See accompanying notes to consolidated financial statements.

AGREE REALTY CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(In thousands, except share and per-share data)

	Year Ended December 31,		
	2025	2024	2023
Revenues			
Rental income	\$ 718,163	\$ 616,822	\$ 537,403
Other	235	273	92
Total Revenues	718,398	617,095	537,495
Operating Expenses			
Real estate taxes	52,231	46,882	40,092
Property operating expenses	33,773	26,349	24,961
Land lease expense	2,143	1,618	1,664
General and administrative	44,062	37,233	34,788
Depreciation and amortization	239,308	206,987	176,277
Provision for impairment	11,872	7,224	7,175
Total Operating Expenses	383,389	326,293	284,957
Gain on sale of assets, net	5,416	11,508	1,849
Loss on involuntary conversion, net	(30)	(67)	—
Income from Operations	340,395	302,243	254,387
Other (Expense) Income			
Interest expense, net	(134,612)	(108,904)	(81,119)
Income and other tax expense	(1,735)	(4,306)	(2,910)
Other income	941	799	189
Net Income	204,989	189,832	170,547
Less net income attributable to non-controlling interest	640	635	588
Net income attributable to Agree Realty Corporation	204,349	189,197	169,959
Less Series A preferred stock dividends	7,437	7,437	7,437
Net Income Attributable to Common Stockholders	\$ 196,912	\$ 181,760	\$ 162,522
Net Income Per Share Attributable to Common Stockholders			
Basic	\$ 1.77	\$ 1.79	\$ 1.70
Diluted	\$ 1.77	\$ 1.78	\$ 1.70
Other Comprehensive Income			
Net income	\$ 204,989	\$ 189,832	\$ 170,547
Amortization of interest rate swaps	(3,770)	(2,781)	(2,519)
Change in fair value and settlement of interest rate swaps	(816)	26,383	(4,501)
Total comprehensive income	200,403	213,434	163,527
Less comprehensive income attributable to non-controlling interest	624	715	565
Comprehensive Income Attributable to Agree Realty Corporation	\$ 199,779	\$ 212,719	\$ 162,962
Weighted Average Number of Common Shares Outstanding - Basic	110,723,375	101,099,252	95,191,409
Weighted Average Number of Common Shares Outstanding - Diluted	111,200,645	101,876,304	95,437,412

See accompanying notes to consolidated financial statements.

AGREE REALTY CORPORATION
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands, except share and per-share data)

	Preferred Stock		Common Stock		Additional Paid-In Capital	Dividends in excess of net income	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Total Equity
	Shares	Amount	Shares	Amount	\$	\$	\$	\$	\$
Balance, December 31, 2022	7,000	\$ 175,000	90,173,424	\$ 9	4,658,570	\$ (228,132)	\$ 23,551	\$ 1,392	\$ 4,630,390
Issuance of common stock, net of issuance costs	—	—	10,267,768	1	689,896	—	—	—	689,897
Repurchase of common shares	—	—	(36,780)	—	(2,684)	—	—	—	(2,684)
Issuance of restricted stock under the 2020 Omnibus Incentive Plan	—	—	129,775	—	—	—	—	—	—
Forfeiture of restricted stock	—	—	(14,832)	—	(11)	—	—	—	(11)
Stock-based compensation	—	—	—	—	8,349	—	—	—	8,349
Series A preferred dividends declared for the period	—	(7,437)	—	—	—	—	—	—	(7,437)
Dividends and distributions declared for the period	—	—	—	—	—	(280,863)	—	(1,015)	(281,878)
Amortization, changes in fair value, and settlement of interest rate swaps	—	—	—	—	—	—	(6,997)	(23)	(7,020)
Net income	—	—	7,437	—	—	162,522	—	588	170,547
Balance, December 31, 2023	7,000	\$ 175,000	100,519,355	\$ 10	\$ 5,354,120	\$ (346,473)	\$ 16,554	\$ 942	\$ 5,200,153
Issuance of common stock, net of issuance costs	—	—	6,630,112	—	402,938	—	—	—	402,938
Repurchase of common shares	—	—	(39,318)	—	(2,281)	—	—	—	(2,281)
Issuance of restricted stock under the 2020 Omnibus Incentive Plan	—	—	147,656	—	—	—	—	—	—
Forfeiture of restricted stock	—	—	(9,100)	—	(25)	—	—	—	(25)
Stock-based compensation	—	—	—	—	10,830	—	—	—	10,830
Series A preferred dividends declared for the period	—	(7,437)	—	—	—	—	—	—	(7,437)
Dividends and distributions declared for the period	—	—	—	—	—	(305,909)	—	(1,042)	(306,951)
Amortization, changes in fair value, and settlement of interest rate swaps	—	—	—	—	—	—	23,522	80	23,602
Net income	—	—	7,437	—	—	181,760	—	635	189,832
Balance, December 31, 2024	7,000	\$ 175,000	107,248,705	\$ 10	\$ 5,765,582	\$ (470,622)	\$ 40,076	\$ 615	\$ 5,510,661
Issuance of common stock, net of issuance costs	—	—	12,693,519	2	904,309	—	—	—	904,311
Repurchase of common shares	—	—	(51,324)	—	(3,740)	—	—	—	(3,740)
Issuance of restricted stock under the 2024 Omnibus Incentive Plan	—	—	153,925	—	—	—	—	—	—
Forfeiture of restricted stock	—	—	(16,419)	—	(50)	—	—	—	(50)
Stock-based compensation	—	—	—	—	13,041	—	—	—	13,041
Series A preferred dividends declared for the period	—	(7,437)	—	—	—	—	—	—	(7,437)
Dividends and distributions declared for the period	—	—	—	—	—	(344,965)	—	(1,071)	(346,036)
Amortization, changes in fair value, and settlement of interest rate swaps	—	—	—	—	—	—	(4,570)	(16)	(4,586)
Net income	—	—	7,437	—	—	196,912	—	640	204,989
Balance, December 31, 2025	7,000	\$ 175,000	120,028,406	\$ 12	\$ 6,679,142	\$ (618,675)	\$ 35,506	\$ 168	\$ 6,271,153

Cash dividends declared per depositary share of Series A preferred stock:

For the twelve months ended December 31, 2023	\$ 1.063
For the twelve months ended December 31, 2024	\$ 1.063
For the twelve months ended December 31, 2025	\$ 1.063

Cash dividends declared per common share:

For the twelve months ended December 31, 2023	\$ 2.919
For the twelve months ended December 31, 2024	\$ 3.000
For the twelve months ended December 31, 2025	\$ 3.081

See accompanying notes to consolidated financial statements.

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AGREE REALTY CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		
	2025	2024	2023
Cash Flows from Operating Activities			
Net income	\$ 204,989	\$ 189,832	\$ 170,547
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	239,308	206,987	176,277
Amortization from above (below) market lease intangibles, net	36,414	33,236	33,096
Amortization from financing costs, credit facility costs and debt discount	7,409	6,323	4,737
Stock-based compensation	12,991	10,805	8,338
Straight-line accrued rent	(17,356)	(12,711)	(12,142)
Provision for impairment	11,872	7,224	7,175
Settlement of interest rate swaps	13,551	4,355	—
Gain on sale of assets	(5,416)	(11,508)	(1,849)
Loss on involuntary conversion of assets	30	67	—
Change in accounts receivable	1,183	(12,089)	(5,086)
Change in other assets	(6,582)	(4,800)	121
Change in accounts payable, accrued expenses, and other liabilities	5,743	14,251	10,384
Net Cash Provided by Operating Activities	504,136	431,972	391,598
Cash Flows from Investing Activities			
Acquisition of real estate investments and other assets	(1,438,093)	(877,226)	(1,206,025)
Development of real estate investments and other assets, net of reimbursements (including capitalized interest of \$2,027 in 2025, \$1,599 in 2024 and \$1,957 in 2023)	(145,436)	(100,108)	(82,368)
Payment of leasing costs	(1,670)	(2,404)	(447)
Net proceeds from sale of assets	42,067	94,331	13,843
Net Cash Used in Investing Activities	(1,543,132)	(885,407)	(1,274,997)
Cash Flows from Financing Activities			
Proceeds from common stock offerings, net	904,311	402,938	689,896
Repurchase of common shares	(3,740)	(2,281)	(2,684)
Unsecured revolving credit facility and commercial paper notes borrowings	28,958,094	1,072,000	1,231,000
Unsecured revolving credit facility and commercial paper notes repayments	(28,795,594)	(1,141,000)	(1,104,000)
Payments of mortgage notes payable	(1,026)	(963)	(5,527)
Proceeds from unsecured term loan	—	—	350,000
Proceeds from senior unsecured notes	397,188	444,722	—
Payments of senior unsecured notes	(50,000)	—	—
Payment of Series A preferred dividends	(7,437)	(7,437)	(7,437)
Payment of common stock dividends	(340,652)	(303,604)	(277,676)
Distributions to non-controlling interest	(1,068)	(1,041)	(1,012)
Payments for financing lease liability	—	(6,076)	—
Payments for financing costs	(6,857)	(11,948)	(3,546)
Net Cash Provided by Financing Activities	1,053,219	445,310	869,014
Change in Cash and Cash Equivalents and Cash Held in Escrow	14,223	(8,125)	(14,385)
Cash and cash equivalents and cash held in escrow, beginning of period	6,399	14,524	28,909
Cash and cash equivalents and cash held in escrow, end of period	\$ 20,622	\$ 6,399	\$ 14,524
Supplemental Disclosure of Cash Flow Information			
Cash paid for interest (net of amounts capitalized)	\$ 129,149	\$ 101,808	\$ 70,789
Cash paid for income and other tax, net of refunds	\$ 1,614	\$ 3,709	\$ 3,065
Supplemental Disclosure of Non-Cash Investing and Financing Activities			
Lease right of use assets added under new ground leases	\$ 2,794	\$ 3,198	\$ —
Lease right of use assets removed as a result of acquisition of real property	\$ (2,736)	\$ (15,143)	\$ —
Series A preferred dividends declared and unpaid	\$ 620	\$ 620	\$ 620
Common stock dividends and limited partners' distributions declared and unpaid	\$ 31,538	\$ 27,222	\$ 24,914
Change in accrual of development, construction and other real estate investment costs	\$ 14,006	\$ 6,621	\$ 2,785

See accompanying notes to consolidated financial statements.

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Agree Realty Corporation

Notes to Consolidated Financial Statements

December 31, 2025

Note 1 – Organization

Agree Realty Corporation (the “Company”), a Maryland corporation, is a fully integrated real estate investment trust (“REIT”) primarily focused on the ownership, acquisition, development and management of retail properties net leased to industry leading tenants. The Company was founded in 1971 by its current Executive Chairman, Richard Agree, and its common stock was listed on the New York Stock Exchange in 1994.

The Company’s assets are held by, and all of its operations are conducted through, directly or indirectly, Agree Limited Partnership (the “Operating Partnership”), of which Agree Realty Corporation is the sole general partner and in which it held a 99.7% common equity interest as of December 31, 2025 and 2024. There is a one-for-one relationship between the limited partnership interests in the Operating Partnership (“Operating Partnership Common Units”) owned by the Company and shares of Company common stock outstanding. The Company also owns 100% of the Series A preferred equity interest in the Operating Partnership. This preferred equity interest corresponds on a one-for-one basis to the Company’s Series A Preferred Stock (Refer to Note 6 - *Common and Preferred Stock*), providing income and distributions to the Company equal to the dividends payable on that stock.

The non-controlling interest in the Operating Partnership consisted of a 0.3% common ownership interest in the Operating Partnership held by the Company’s founder and Executive Chairman as of December 31, 2025 and 2024. The Operating Partnership Common Units may, under certain circumstances, be exchanged for shares of common stock on a one-for-one basis. The Company, as sole general partner of the Operating Partnership, has the option to settle exchanged Operating Partnership Common Units held by others for cash based on the current trading price of its shares. Assuming the exchange of all non-controlling Operating Partnership Common Units, there would have been 120,376,025 shares of common stock outstanding at December 31, 2025.

As of December 31, 2025, the Company owned 2,674 properties, with a total gross leasable area (“GLA”) of approximately 55.5 million square feet.

The terms “Agree Realty,” the “Company,” “Management,” “we,” “our” or “us” refer to Agree Realty Corporation and all of its consolidated subsidiaries, including the Operating Partnership.

Note 2 – Summary of Significant Accounting Policies

Consolidation

Under the agreement of limited partnership of the Operating Partnership, the Company, as the sole general partner, has exclusive responsibility and discretion in the management and control of the Operating Partnership. The Company consolidates the Operating Partnership under the guidance set forth in Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 810, *Consolidation*, and as a result, the consolidated financial statements include the accounts of the Company, the Operating Partnership and its wholly owned subsidiaries. All intercompany accounts and transactions are eliminated, including the Company’s Series A preferred equity interest in the Operating Partnership.

Real Estate Investments

The Company records the acquisition of real estate at cost, including acquisition and closing costs. For properties developed by the Company, all direct and indirect costs related to planning, development and construction, including interest, real estate taxes and other miscellaneous costs incurred during the construction period, are capitalized for financial reporting purposes and recorded as property under development until construction has been completed.

Assets Held for Sale

Assets are classified as real estate held for sale based on specific criteria as outlined in FASB ASC Topic 360, *Property, Plant & Equipment*, and are recorded at the lower of their carrying value or their fair value, less anticipated selling costs.

Any properties classified as held for sale are not depreciated. Assets are generally classified as real estate held for sale once management has actively engaged in marketing the asset and has received a firm purchase commitment that is expected to close within one year.

Acquisitions of Real Estate

The acquisition of property for investment purposes is typically accounted for as an asset acquisition. The Company allocates the purchase price to land, building, and identified intangible assets and liabilities, based in each case on their relative estimated fair values and without giving rise to goodwill. Intangible assets and liabilities represent the value of in-place leases and above- or below-market leases and above- or below-market debt, if any. In making estimates of fair values, the Company may use various sources, including data provided by independent third parties, as well as information obtained by the Company as a result of its due diligence, including expected future cash flows of the property and various characteristics of the markets where the property is located.

In allocating the fair value of the identified tangible and intangible assets and liabilities of an acquired property, land is valued based upon comparable market data or independent appraisals. Buildings are valued on an as-if vacant basis based on a cost approach utilizing estimates of cost and the economic age of the building or an income approach utilizing various market data. In-place lease intangibles are valued based on the Company's estimates of costs related to tenant acquisition and the carrying costs that would be incurred during the time it would take to locate a tenant if the property were vacant, considering current market conditions and costs to execute similar leases at the time of the acquisition. Above- and below-market lease intangibles are recorded based on the present value of the difference between the contractual amounts to be paid pursuant to the leases at the time of acquisition and the Company's estimate of current market lease rates for the property. In the case of sale-leaseback transactions, it is typically assumed that the lease is not in-place prior to the close of the transaction.

Depreciation and Amortization

Land, buildings and improvements are recorded and stated at cost. The Company's properties are depreciated using the straight-line method over the estimated remaining useful life of the assets, which are generally 40 years for buildings, 10 to 20 years for building improvements and the shorter of the term of the related lease or useful life for tenant improvements. Properties classified as held for sale and properties under development or redevelopment are not depreciated. Major replacements and betterments, which improve or extend the life of the asset, are capitalized and depreciated over their estimated useful lives.

In-place lease intangible assets and the capitalized above- and below-market lease intangibles are amortized over the non-cancelable term of the lease as well as any option periods included in the estimated fair value. In-place lease intangible assets are amortized to amortization expense and above- and below-market lease intangibles are amortized as a net adjustment to rental income. In the event of early lease termination, the remaining net book value of any above- or below-market lease intangible is recognized as an adjustment to rental income.

The following schedule summarizes the Company's amortization of lease intangibles for the periods presented (*in thousands*):

	Year Ended December 31,		
	2025	2024	2023
Lease intangibles (in-place)	\$ 77,069	\$ 66,544	\$ 58,396
Lease intangibles (above-market)	42,587	38,857	39,917
Lease intangibles (below-market)	(6,173)	(5,621)	(6,821)
Total	\$ 113,483	\$ 99,780	\$ 91,492

The following schedule represents estimated future amortization of lease intangibles as of December 31, 2025 (*in thousands*):

Year Ending December 31,	2026	2027	2028	2029	2030	Thereafter	Total
Lease intangibles (in-place)	\$ 80,815	\$ 73,371	\$ 65,170	\$ 56,524	\$ 46,805	\$ 211,887	\$ 534,572
Lease intangibles (above-market)	46,889	44,001	40,097	36,393	30,950	268,065	466,395
Lease intangibles (below-market)	(6,050)	(5,702)	(4,923)	(4,344)	(3,868)	(35,302)	(60,189)
Total	\$ 121,654	\$ 111,670	\$ 100,344	\$ 88,573	\$ 73,887	\$ 444,650	\$ 940,778

Impairments

The Company reviews real estate investments and related lease intangibles for possible impairment when certain events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable through operations plus estimated disposition proceeds. Events or changes in circumstances that may occur include, but are not limited to, significant changes in real estate market conditions, a change in estimated residual values, a change in the Company's ability or expectation to re-lease properties that are vacant or become vacant or a change in the anticipated holding period for a property.

Management determines whether an impairment in value has occurred by comparing the estimated future cash flows (undiscounted and without interest charges), including the residual value of the real estate, to the carrying value of the individual asset.

Impairments are measured to the extent the carrying value exceeds the estimated fair value.

The valuation of impaired assets is determined using valuation techniques including discounted cash flow analysis, analysis of recent comparable sales transactions and purchase offers received from third parties, which are Level 3 inputs. The Company may consider a single valuation technique or multiple valuation techniques, as appropriate, when estimating the fair value of its real estate. Estimating future cash flows is highly subjective and estimates can differ significantly from actual results.

Cash and Cash Equivalents and Cash Held in Escrow

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents consist of deposit, checking, and money market accounts. The account balances periodically exceed the Federal Deposit Insurance Corporation ("FDIC") insurance coverage or are held in accounts without any federal insurance, and as a result, there is a credit risk related to amounts on deposit in excess of FDIC insurance coverage. We invest our cash with high-credit quality institutions, have not realized any losses from such accounts, and believe that we are not exposed to significant credit risk. Cash held in escrow primarily relates to proposed like-kind exchange transactions pursued under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") or cash that is not immediately available to the Company due to other contractual agreements.

The following table provides a reconciliation of cash and cash equivalents and cash held in escrow, both as reported within the consolidated balance sheets, to the total of the cash and cash equivalents and cash held in escrow as reported within the consolidated statements of cash flows (*in thousands*):

	December 31, 2025	December 31, 2024
Cash and cash equivalents	\$ 16,295	\$ 6,399
Cash held in escrow	4,327	—
Total of cash and cash equivalents and cash held in escrow	\$ 20,622	\$ 6,399

Revenue Recognition and Accounts Receivable

The Company leases real estate to its tenants under long-term net leases which are accounted for as operating leases. Under this method, leases that have fixed and determinable rent increases are recognized on a straight-line basis over the lease term. Rental increases based upon changes in the consumer price indexes, or other variable factors, are recognized only after changes in such factors have occurred and are then applied according to the lease agreements. Certain leases also provide for additional rent based on tenants' sales volumes. These rents are recognized when determinable after the tenant exceeds a sales breakpoint.

Recognizing rent escalations on a straight-line method results in rental revenue in the early years of a lease being higher than actual cash received, creating a straight-line rent receivable asset which is included in the accounts receivable – tenants, net line item in the consolidated balance sheets. The balance of straight-line rent receivables at December 31, 2025 and 2024 was \$94.5 million and \$77.3 million, respectively.

The Company's leases provide for reimbursement from tenants for common area maintenance, insurance, real estate taxes and other operating expenses. A portion of the Company's operating cost reimbursement revenue is estimated each period and is recognized as rental revenue in the period the recoverable costs are incurred and accrued, and the related revenue is earned. The balance of unbilled operating cost reimbursement receivable at December 31, 2025 and 2024 was \$23.0 million and \$15.8 million, respectively. Unbilled operating cost reimbursement receivable is reflected in accounts receivable - tenants, net in the consolidated balance sheets.

The Company has adopted the practical expedient in FASB ASC Topic 842, *Leases* ("ASC 842") that allows lessors to combine non-lease components with the lease components when the timing and patterns of transfer for the lease and non-lease components are the same and the lease is classified as an operating lease. As a result, all rentals and reimbursements pursuant to tenant leases are reflected as one-line, rental income, in the consolidated statements of operations and comprehensive income.

The Company reviews the collectability of all charges under its tenant operating leases on a regular basis including current and future rent and reimbursements for common area maintenance, insurance, real estate taxes and other operating expenses, taking into consideration changes in factors such as the tenant's payment history, the financial condition of the tenant, business conditions in the industry in which the tenant operates and economic conditions in the area where the property is located. In the event that collectability with respect to any tenant changes, the Company recognizes an adjustment to rental revenue. The Company's review of collectability of charges under its operating leases also includes any accrued rental revenue related to the straight-line method of reporting rental revenue.

As of December 31, 2025, the Company had one lease with one tenant where collection is not considered probable. For this lease, the Company is recording rental income on a cash basis and has written off any outstanding receivables, including straight-line rent receivables.

In addition to the tenant-specific collectability assessment performed, the Company may also recognize a general allowance, as a reduction to rental revenue, for its operating lease receivables which are not expected to be fully collectible based on the potential for settlement of arrears. The Company had no general allowance at December 31, 2025 and 2024.

Earnings per Share

Earnings per share of common stock has been computed pursuant to the guidance in the FASB ASC Topic 260, *Earnings Per Share*. The guidance requires the classification of the Company's unvested restricted common shares ("restricted shares"), which contain rights to receive non-forfeitable dividends, as participating securities requiring the two-class method of computing net income per share of common stock. In accordance with the two-class method, earnings per share is computed by dividing net income less net income attributable to unvested restricted shares by the weighted average number of shares of common stock outstanding less unvested restricted shares. Diluted earnings per share is computed by dividing net income less net income attributable to unvested restricted shares by the weighted average shares of common shares and potentially dilutive securities in accordance with the treasury stock method.

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Agree Realty Corporation

Notes to Consolidated Financial Statements

December 31, 2025

The following is a reconciliation of the numerator and denominator used in the computation of basic and diluted net earnings per share of common stock for the periods presented (*in thousands, except for share and unit data*):

	Year Ended December 31,		
	2025	2024	2023
Net income attributable to Agree Realty Corporation	\$ 204,349	\$ 189,197	\$ 169,959
Less: Series A preferred stock dividends	(7,437)	(7,437)	(7,437)
Net income attributable to common stockholders	196,912	181,760	162,522
Less: Income attributable to unvested restricted shares	(447)	(485)	(405)
Net income used in basic and diluted earnings per share	<u>\$ 196,465</u>	<u>\$ 181,275</u>	<u>\$ 162,117</u>
Weighted average number of common shares outstanding	110,976,092	101,366,693	95,431,468
Less: Unvested restricted shares	(252,717)	(267,441)	(240,059)
Weighted average number of common shares outstanding used in basic earnings per share	<u>110,723,375</u>	<u>101,099,252</u>	<u>95,191,409</u>
Weighted average number of common shares outstanding used in basic earnings per share	110,723,375	101,099,252	95,191,409
Effect of dilutive securities:			
Share-based compensation	260,567	201,744	131,261
ATM Forward Equity Offerings	148,228	556,845	39,519
September 2022 Forward Equity Offering	—	—	75,223
October 2024 Forward Equity Offering	67,361	18,463	—
April 2025 Forward Equity Offering	1,114	—	—
Weighted average number of common shares outstanding used in diluted earnings per share	<u>111,200,645</u>	<u>101,876,304</u>	<u>95,437,412</u>
Operating Partnership Units ("OP Units")	347,619	347,619	347,619
Weighted average number of common shares and OP Units outstanding used in diluted earnings per share	<u>111,548,264</u>	<u>102,223,923</u>	<u>95,785,031</u>

The following summarizes the number of restricted common shares and performance units that were anti-dilutive and not included in the computation of diluted earnings per share, for the periods presented:

	Year Ended December 31,		
	2025	2024	2023
Common stock related to forward equity offerings	145,584	—	—
Anti-dilutive share-based compensation	—	10	185

Forward Equity Sales

The Company periodically sells shares of common stock through forward sale agreements to enable the Company to set the price of such shares upon pricing the offering (subject to certain adjustments) while delaying the issuance of such shares and the receipt of the net proceeds by the Company.

To account for the forward sale agreements, the Company considers the accounting guidance governing financial instruments and derivatives. To date, the Company has concluded that its forward sale agreements are not liabilities as they do not embody obligations to repurchase its shares nor do they embody obligations to issue a variable number of shares for which the monetary value are predominantly fixed, varying with something other than the fair value of the shares, or varying inversely in relation to its shares. The Company then evaluates whether the agreements meet the derivatives and hedging guidance scope exception to be accounted for as equity instruments. The Company has concluded that the agreements are classifiable as equity contracts based on the following assessments: (i) none of the agreements' exercise contingencies are based on observable markets or indices besides those related to the market for the Company's own stock price and operations; and (ii) none of the settlement provisions precluded the agreements from being indexed to its own stock.

The Company also considers the potential dilution resulting from the forward sale agreements on the earnings per share calculations. The Company uses the treasury stock method to determine the dilution resulting from forward sale agreements during the period of time prior to settlement.

Equity Offering Costs

Underwriting commissions and costs of equity offerings are reflected as a reduction of additional paid-in-capital in the Company's consolidated balance sheets and consolidated statements of equity.

Income Taxes

The Company has made an election to be taxed as a REIT under Sections 856 through 860 of the Internal Revenue Code and related regulations. The Company generally will not be subject to federal income taxes on amounts distributed to stockholders, provided that it distributes 100% of its REIT taxable income and meets certain other requirements for qualifying as a REIT. For each of the periods covered in the consolidated financial statements, the Company believes it has qualified as a REIT. Accordingly, no provision has been made for federal income taxes related to the Company's REIT taxable income in the accompanying consolidated financial statements.

The Company has elected taxable REIT subsidiary ("TRS") status for certain subsidiaries pursuant to the provisions of the REIT Modernization Act. A TRS is able to engage in activities resulting in income that previously would have been disqualified from being eligible REIT income under the federal income tax regulations. As a result, certain activities of the Company which occur within its TRS entities are subject to federal income taxes. All provisions for federal income taxes in the accompanying consolidated financial statements are attributable to the Company's TRS. During 2025, the Company paid \$0.6 million in federal income taxes related to TRS entities.

The One Big Beautiful Bill Act, which passed on July 4, 2025, increased the percentage limit under the REIT asset test applicable to TRSs for taxable years beginning after December 31, 2025, and thus beginning in 2026 the aggregate value of all securities of TRSs held by a REIT may not exceed 25% of the value of its gross assets (rather than the prior 20% limit).

Notwithstanding its qualification for taxation as a REIT, the Company is subject to certain state and local income and franchise taxes, which are included in income and other tax expense on the consolidated statements of operations and comprehensive income. During 2025, the Company paid \$1.0 million to state, local and other taxes, net of refunds. No amounts paid or refunds received for individual jurisdiction are significant.

The Company is subject to the provisions of FASB ASC Topic 740-10 ("ASC 740-10") and regularly analyzes its various federal and state filing positions and only recognizes the income tax effect in its financial statements when certain criteria regarding uncertain income tax positions have been met. The Company believes that its income tax positions are documented and supported and would more likely than not be sustained upon examination by all relevant taxing authorities. Therefore, no provisions for uncertain income tax positions have been recorded pursuant to ASC 740-10 in the consolidated financial statements. The Company has elected to record related interest and penalties, if any, as income and other tax expense on the consolidated statements of operations and comprehensive income. The Company has no material interest or penalties relating to income taxes recognized for the years ended December 31, 2025, 2024 and 2023.

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The Company's federal income tax returns are open for examination by taxing authorities for all years beginning after December 31, 2021.

A reconciliation of the statutory income tax rate to the effective income tax rate, as required by ASU 2023-09 - *Income Taxes (Topic 740) – Improvements to Income Tax Disclosures* (“ASU 2023-09”) for the period presented (*in thousands*):

	2025	
	Income and Other Tax Expense	Percent of Net Income Before Income and Other Tax Expense
Expected tax at U.S. statutory rate (21%)	\$ 43,393	21.0 %
Nontaxable items - REIT income	(42,908)	(20.8)%
State and local tax expense	2,170	1.1 %
Other reconciling items	(920)	(0.5)%
Effective income and other tax rate	<hr/> \$ 1,735	<hr/> 0.8 %

Management's Responsibility to Evaluate Its Ability to Continue as a Going Concern

When preparing financial statements for each annual and interim reporting period, management has the responsibility to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued. In making its evaluation, the Company considers, among other things, any risks and/or uncertainties to its results of operations, contractual obligations in the form of near-term debt maturities, dividend requirements, or other factors impacting the Company's liquidity and capital resources. No conditions or events that raised substantial doubt about the ability to continue as a going concern within one year were identified as of the issuance date of the consolidated financial statements contained in this Annual Report on Form 10-K.

Correction of an Immaterial Error

The Company revised cash paid for interest, net of amounts capitalized, presented as a supplemental disclosure to the consolidated statements of cash flows for the year ended December 31, 2024 and 2023 to \$101.8 million and \$70.8 million. Previously, \$123.7 million and \$87.5 million were disclosed for the years ended December 31, 2024 and 2023, respectively. The change corrects an immaterial error related to the treatment of accrued interest within the disclosure's calculation. The revision impacts only the supplemental disclosure of cash paid for interest, net of amounts capitalized. The revision had no impact to assets, liabilities, equity, interest expense, net income, and cash provided by (or used in) operating, investing and financing activities within the consolidated financial statements. The Company evaluated the error and determined that the related impact did not materially misstate previously issued consolidated financial statements. Although the Company concluded that the misstatement was not material to its previously issued consolidated financial statements, the Company has determined it is appropriate to revise its previously issued consolidated financial statements to correct for the error.

Segment Reporting

The Company is primarily engaged in the business of owning, acquiring, developing and managing retail real estate. We organize and operate our business as a single operating segment and the Company's chief operating decision maker, (“CODM”), which is its Chief Executive Officer, does not distinguish or group operations on a geographic, tenant sector, tenant or other basis when assessing the financial performance of the Company's portfolio of properties. Accordingly, the Company has a single reportable segment for disclosure purposes.

The CODM assesses performance and allocates resources based on consolidated net income as reported on the consolidated statements of operations and comprehensive income. The CODM uses consolidated net income to evaluate the performance of the portfolio and to inform decisions about whether to reinvest profits to grow the portfolio or utilize the profits for other purposes including debt extinguishment or dividend payments. The CODM does not regularly review a measure of segment assets to evaluate performance. Significant segment expenses and other segment items are identical to what is reported on the face of the consolidated statements of operations and comprehensive income. Total expenditures for long-lived assets are reported on the consolidated statements of cash flows.

The accounting policies of the reportable segment are the same as those described in Note 2 – *Summary of Significant Accounting Policies*. Revenues are generated through leasing long-lived assets to external customers. There are no inter-entity revenues, and no tenant comprises more than 10 percent of the Company's revenues.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of (1) assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, and (2) revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Values of Financial Instruments

The Company's estimates of fair value of financial and non-financial assets and liabilities are based on the framework established in the fair value accounting guidance, ASC Topic 820 *Fair Value Measurement* ("ASC 820"). The framework specifies a hierarchy of valuation inputs which was established to increase consistency, clarity and comparability in fair value measurements and related disclosures. The guidance describes a fair value hierarchy based on three levels of inputs that may be used to measure fair value, two of which are considered observable and one that is considered unobservable. The following describes the three levels:

- Level 1 – Valuation is based upon quoted prices in active markets for identical assets or liabilities.
- Level 2 – Valuation is based upon inputs other than Level 1 inputs that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – Valuation is generated from model-based techniques that use at least one significant assumption not observable in the market. These unobservable assumptions reflect estimates of assumptions that market participants would use in pricing the asset or liability. Valuation techniques include option pricing models, discounted cash flow models and similar techniques.

Recent Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740) – Improvements to Income Tax Disclosures* ("ASU 2023-09"). ASU 2023-09 requires annual disclosure of specific categories in the income tax rate reconciliation and to provide additional information for reconciling items that meet a quantitative threshold within the rate reconciliation. In addition, the amendments require annual disclosure of income taxes paid, net of refunds disaggregated by federal, state and foreign jurisdictions as well as amounts paid to individual jurisdictions over a quantitative threshold, if significant. The Company implemented ASU 2023-09 for the year ended December 31, 2025 on a prospective basis. See the related disclosures within the Income Taxes section above.

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In November 2024, the FASB issued ASU 2024-03, *Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40) – Disaggregation of Income Statement Expenses* (“ASU 2024-03”). Within the notes to the financial statements, the amendment requires tabular disclosure of disaggregated information related to expense captions presented on the face of the income statement that include expense categories such as employee compensation, depreciation, and intangible asset amortization. The amendment does not change the timing or amount of expense recognized, rather it is intended to provide incremental information about the components of an entity’s expenses. ASU 2024-03 is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. The Company continues to evaluate the impact of the guidance and additional disclosures required.

In September 2025, the FASB issued ASU 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software* (“ASU 2025-06”). ASU 2025-06 is intended to increase the operability of the accounting for internal-use software costs by removing all references to software development project stages. ASU 2025-06 requires capitalization of software costs to start when management has authorized and committed to funding the software project, it is probable that the project will be completed and the software will be used to perform the function intended. ASU 2025-06 is effective for annual reporting periods beginning after December 15, 2027. Early adoption is permitted as of the beginning of an annual reporting period. The Company continues to evaluate the impact of the guidance.

In November 2025, the FASB issued ASU 2025-09, *Derivatives and Hedging (Topic 815) - Hedging Accounting Improvements* ("ASU 2025-09"). The objective of ASU 2025-09 is to more closely align hedge accounting with the economics of an entity’s risk management activities. The amendment includes five issues that are intended to better reflect those strategies in financial reporting by enabling entities to achieve and maintain hedge accounting for highly effective economic hedges of forecasted transactions. ASU 2025-09 is effective for annual reporting periods beginning after December 15, 2026, and on a prospective basis for all hedging relationships. An entity may elect to adopt the amendments in this Update for hedging relationships that exist as of the date of adoption. ASU 2025-09 is not considered to impact the Company based on existing hedging activity, however the Company continues to evaluate the impact of the guidance.

In December 2025, the FASB issued ASC 2025-11, *Interim Reporting (Topic 270) - Narrow-Scope Improvements* ("ASU 2025-11"). The amendments add to Topic 270 a principle that requires entities to disclose events since the end of the last annual reporting period that have a material impact on the entity. ASU 2025-11 is not intended to change the fundamental nature of interim reporting or expand or reduce current interim disclosure requirements. Rather, the objective of the amendments is to provide clarity on interim reporting requirements. ASU 2025-11 results in a comprehensive list of interim disclosures that are required by GAAP and is effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company continues to evaluate the impact of the guidance.

Note 3 – Leases

Tenant Leases

The Company is primarily focused on the ownership, acquisition, development and management of retail properties leased to industry leading tenants.

Substantially all of the Company’s tenants are subject to net lease agreements. A net lease typically requires the tenant to be responsible for minimum monthly rent and actual property operating expenses incurred, including property taxes, insurance and maintenance. In addition, the Company’s tenants are typically subject to future rent increases based on fixed amounts or increases in the consumer price indexes and certain leases provide for additional rent calculated as a percentage of the tenants’ gross sales above a specified level. Certain of the Company’s properties are subject to leases under which it retains responsibility for specific costs and expenses of the property.

The Company’s leases typically provide the tenant with one or more multi-year renewal options to extend their leases, subject to generally the same terms and conditions, including rent increases, consistent with the initial lease term.

The Company attempts to maximize the amount it expects to derive from the underlying real estate property following the end of the lease, to the extent it is not extended. The Company maintains a proactive leasing program that, combined with the quality and locations of its properties, has made its properties attractive to tenants. The Company intends to continue to hold its properties for long-term investment and, accordingly, places a strong emphasis on the quality of construction and an on-going program of regular and preventative maintenance.

The Company has elected the practical expedient in ASC 842 on not separating non-lease components from associated lease components. The lease and non-lease components combined as a result of this election largely include tenant rentals and maintenance charges, respectively. The Company applies the accounting requirements of ASC 842 to the combined component.

The following table includes information regarding contractual lease payments for the Company's operating leases for which it is the lessor, for the periods presented (*in thousands*):

	For the Year Ended December 31,		
	2025	2024	2023
Total lease payments	\$ 737,581	\$ 637,831	\$ 558,200
Less: Operating cost reimbursements, termination income and percentage rents	82,469	71,163	60,694
Total non-variable lease payments	\$ 655,112	\$ 566,668	\$ 497,506

At December 31, 2025, future non-variable lease payments to be received from the Company's operating leases are as follows (*in thousands*):

Year Ending December 31,	2026	2027	2028	2029	2030	Thereafter	Total
Future non-variable lease payments	\$ 716,614	\$ 697,557	\$ 660,405	\$ 607,530	\$ 538,972	\$ 2,586,332	\$ 5,807,410

Deferred Revenue

As of December 31, 2025 and 2024, there was \$36.2 million and \$33.1 million, respectively, in deferred revenues resulting from rents paid in advance. Deferred revenues are recognized within accounts payable, accrued expenses, and other liabilities on the consolidated balance sheets as of those dates.

Land Lease Obligations

The Company is the lessee under land lease agreements for certain of its properties. ASC 842 requires a lessee to recognize right of use assets and lease obligation liabilities that arise from leases, whether qualifying as operating or finance. As of December 31, 2025 and 2024, the Company had \$46.5 million and \$47.5 million, respectively, of right of use assets, net, recognized within other assets, net in the consolidated balance sheets, while the corresponding lease obligations, net, of \$23.3 million and \$21.0 million, respectively, were recognized within accounts payable, accrued expenses, and other liabilities on the consolidated balance sheets as of these dates.

The Company's land leases do not include any variable lease payments. These leases typically provide multi-year renewal options to extend their term as lessee at the Company's option. Option periods are included in the calculation of the lease obligation liability only when options are reasonably certain to be exercised. Certain of the Company's land leases qualify as finance leases as a result of purchase options that are reasonably certain of being exercised or automatic transfer of title to the Company at the end of the lease term.

Amortization of right of use assets for operating land leases is classified as land lease expense and was \$2.1 million, \$1.6 million, and \$1.7 million for the years ending December 31, 2025, 2024 and 2023, respectively. There was no amortization of right of use assets for finance land leases with purchase options that are reasonably certain of being exercised or automatic transfer of title to the Company at the end of the lease term, as the underlying leased asset (land) has an infinite life. Interest expense on finance land leases was \$0.2 million, \$0.2 million and \$0.3 million during the years ended December 31, 2025, 2024 and 2023.

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In calculating its lease obligations under ground leases, the Company uses discount rates estimated to be equal to what it would have to pay to borrow on a collateralized basis over a similar term, for an amount equal to the lease payments, in a similar economic environment.

The following tables include information on the Company's land leases for which it is the lessee, for the periods presented (*dollars in thousands*):

	Year Ended December 31,		
	2025	2024	2023
Operating leases:			
Operating cash outflows	\$ 1,790	\$ 1,202	\$ 1,197
Weighted-average remaining lease term - operating leases (years)	28.3	32.1	33.2
Finance leases:			
Operating cash outflows	\$ 191	\$ 195	\$ 252
Financing cash outflows	\$ —	\$ 125	\$ 84
Weighted-average remaining lease term - finance leases (years)	25.1	27.1	0.8
Supplemental Disclosure:			
Right of use assets added under new ground leases	\$ 2,794	\$ 3,198	\$ —
Right of use assets removed as a result of acquisition of real property	(2,736)	(15,143)	—
Right of use assets net change	\$ 58	\$ (11,945)	\$ —

The weighted-average discount rate used in computing operating and finance lease obligations approximated 4.6%, 4.5%, and 4.1% at December 31, 2025, 2024 and 2023, respectively.

The following is a maturity analysis of lease liabilities for operating land leases as of December 31, 2025 (*in thousands*):

Year Ending December 31,	2026	2027	2028	2029	2030	Thereafter	Total
Lease payments	\$ 1,854	\$ 1,919	\$ 1,896	\$ 1,886	\$ 1,651	\$ 27,393	\$ 36,599
Imputed interest	(871)	(819)	(763)	(705)	(647)	(12,688)	(16,493)
Total lease liabilities	\$ 983	\$ 1,100	\$ 1,133	\$ 1,181	\$ 1,004	\$ 14,705	\$ 20,106

The following is a maturity analysis of lease liabilities for finance land leases as of December 31, 2025 (*in thousands*):

Year Ending December 31,	2026	2027	2028	2029	2030	Thereafter	Total
Lease payments	\$ 201	\$ 201	\$ 201	\$ 202	\$ 205	\$ 5,634	\$ 6,644
Imputed interest	(189)	(189)	(188)	(187)	(186)	(2,532)	(3,471)
Total lease liabilities	\$ 12	\$ 12	\$ 13	\$ 15	\$ 19	\$ 3,102	\$ 3,173

Note 4 – Real Estate Investments

Real Estate Portfolio

As of December 31, 2025, the Company owned 2,674 properties, with a total GLA of approximately 55.5 million square feet and net real estate investments of \$8.57 billion. The Company owned 2,370 properties, with a total GLA of approximately 48.8 million square feet and net real estate investments of \$7.42 billion as of December 31, 2024.

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Acquisitions

The following summarizes the acquisitions completed by the Company during the periods presented (*dollars in thousands*):

	Year Ended December 31,	
	2025	2024
Number of properties acquired	305	242
Purchase price allocation, including acquisition and closing costs:		
Land	\$ 376,055	\$ 232,283
Building and improvements	836,095	537,049
Lease intangibles, net	235,916	104,753
Other Assets	—	423
Total purchase price, including acquisition and closing costs	\$ 1,448,066	\$ 874,508

The 2025 and 2024 acquisitions were funded as cash purchases and there was no material contingent consideration associated with these acquisitions. The weighted average amortization period for the lease intangibles, net acquired during the year ended December 31, 2025 and 2024 was 14.2 years and 12.5 years, respectively. None of the Company's acquisitions during 2025 or 2024 caused any new or existing tenants to comprise 10% or more of the Company's total annualized contractual base rent at December 31, 2025 and 2024.

Development and Developer Funding Platform

The following summarizes the Company's development and Developer Funding Platform ("DFP") activity during the periods presented:

	Year Ended December 31,	
	2025	2024
Projects completed	21	21
Projects commenced	14	25
Projects under construction at period-end	13	20

Dispositions

The following summarizes the Company's disposition activity during the periods presented (*dollars in thousands*):

	Year Ended December 31,		
	2025	2024	2023
Number of properties sold	22	26	6
Net proceeds	\$ 42,067	\$ 94,331	\$ 13,843
Gain on sale of assets, net	\$ 5,416	\$ 11,508	\$ 1,849

During the year ended December 31, 2023, the Company completed construction and moved its headquarters to a new corporate office building. Prior to the move, the Company's headquarters were located in two office buildings owned by the Company. The Company began marketing for sale the previous corporate office buildings in early 2023, disposing of one in October 2023 to a third party. The Company received two bona fide offers on the remaining corporate office building during the fourth quarter of 2023, the highest of which was received from an entity controlled by one of the Company's Independent Directors. The transaction to sell the building for \$3.7 million to the related party entity was approved by the Company's Audit Committee prior to accepting the offer and entering into the purchase and sale agreement. As a result of the offers received related to the remaining corporate office building, the Company recognized impairment of \$2.7 million to state the carrying value of the building at its fair value. The building was classified as held for sale as of December 31, 2023 and the all cash disposition closed on January 16, 2024. No amounts were due to or due from the Independent Director or the related party entity as of December 31, 2023 or subsequent to closing the disposition.

Assets Held for Sale

The Company did not classify any properties as real estate held for sale as of December 31, 2025 and 2024.

Subsequent to December 31, 2025, six properties were classified as real estate held for sale.

Provisions for Impairment

As a result of the Company's review of real estate investments, it recognized the following provision for impairment for the periods presented (*dollars in thousands*):

	Year Ended December 31,		
	2025	2024	2023
Number of properties impaired	12	5	3
Provision for impairment	\$ 11,872	\$ 7,224	\$ 7,175
Estimated fair value of impaired properties at time of impairment	\$ 11,000	\$ 18,839	\$ 6,250

Note 5 – Debt

As of December 31, 2025, the Company had total gross indebtedness of \$3.32 billion, including (i) \$42.9 million of mortgage notes payable; (ii) \$350.0 million unsecured term loans; (iii) \$2.61 billion of senior unsecured notes; and (iv) \$320.5 million outstanding under the Revolving Credit Facility (defined below) and Commercial Paper Program (defined below).

Mortgage Notes Payable

As of December 31, 2025, the Company had total gross mortgage indebtedness of \$42.9 million, which was collateralized by related real estate and tenants' leases with an aggregate net book value of approximately \$73.3 million. The weighted average interest rate on the Company's mortgage notes payable was 3.67% as of December 31, 2025 and 3.73% as of December 31, 2024.

Mortgage notes payable consisted of the following as of the dates presented (*in thousands*):

	December 31, 2025	December 31, 2024
Note payable in monthly installments of \$92 including interest at 6.27% per annum, with a final monthly payment due July 2026	\$ 628	\$ 1,654
Note payable in monthly installments of interest only at 3.63% per annum, with a balloon payment due December 2029	42,250	42,250
Total principal	42,878	43,904
Unamortized debt issuance costs and assumed debt discount, net	(1,332)	(1,694)
Total	\$ 41,546	\$ 42,210

The mortgage loans encumbering the Company's properties are generally non-recourse, subject to certain exceptions for which the Company would be liable for any resulting losses incurred by the lender. These exceptions vary from loan to loan, but generally include fraud or material misrepresentations, misstatements or omissions by the borrower, intentional or grossly negligent conduct by the borrower that harms the property or results in a loss to the lender, filing of a bankruptcy petition by the borrower, either directly or indirectly, and certain environmental liabilities. At December 31, 2025, there were no mortgage loans with full or partial recourse to the Company.

The Company has entered into mortgage loans that are secured by multiple properties and contain cross-default and cross-collateralization provisions. Cross-collateralization provisions allow a lender to foreclose on multiple properties in the event that the Company defaults under the loan. Cross-default provisions allow a lender to foreclose on the related property in the event a default is declared under another loan.

Unsecured Term Loans

The following table presents the unsecured term loan principal balances net of unamortized debt issuance costs as of the dates presented (*in thousands*):

	All-in Interest Rate	Maturity	December 31, 2025	December 31, 2024
2029 Unsecured Term Loan ⁽¹⁾	4.37 %	January 2029	\$ 350,000	\$ 350,000
2031 Unsecured Term Loan ⁽²⁾	4.02 %	May 2031	\$ -	\$ -
Total principal			\$ 350,000	\$ 350,000
Unamortized debt issuance costs, net			(1,926)	(2,548)
Total			\$ 348,074	\$ 347,452

(1) At December 31, 2025, the interest rate of the 2029 Unsecured Term Loan reflects the credit spread of 80 basis points and the impact of the interest rate swaps which convert \$350.0 million of SOFR based interest to a fixed interest rate of 3.57%.

(2) At December 31, 2025, if amounts were drawn under the 2031 Unsecured Term Loan, the applicable interest rate would have reflected the credit spread of 80 basis points and the impact of the interest rate swaps which convert \$350.0 million of SOFR based interest to a fixed interest rate of 3.22%.

2029 Unsecured Term Loan

On July 31, 2023, the Company closed on the unsecured \$350.0 million 5.5-year term loan (the “2029 Unsecured Term Loan”) which includes an accordion option that allows the Company to request additional lender commitments up to a total of \$500.0 million and matures in January 2029. At the time of the 2029 Unsecured Term Loan’s closing, borrowings were priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company’s credit ratings, plus a SOFR adjustment of 10 basis points. Based on the Company’s credit ratings at the time of closing, pricing on the 2029 Unsecured Term Loan was 95 basis points over SOFR. Due to the Company’s improved credit rating, the credit spread on the 2029 Unsecured Term Loan decreased by five basis points in August 2025. The Company used the existing \$350.0 million interest rate swaps to hedge the variable SOFR priced interest to a weighted average fixed rate of 3.57% until January 2029.

On August 8, 2024, the Company entered into the First Amendment to Term Loan Agreement (the “First Amendment”) with PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Operating Partnership as guarantors. The First Amendment implements various covenant and technical amendments to make the 2029 Unsecured Term Loan’s provisions consistent with corresponding provisions in the Revolving Credit Facility (see “Senior Unsecured Revolving Credit Facility” below). The First Amendment does not change the maturity or the pricing terms of the 2029 Unsecured Term Loan.

On November 17, 2025, the Company entered into the Second Amendment to Term Loan Agreement (the “Second Amendment”) with PNC Bank, National Association, as Administrative Agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Operating Partnership as guarantors. The Second Amendment implements various changes to conform to the 2031 Unsecured Term Loan (defined below). In addition, the Second Amendment reduced the SOFR adjustment to zero basis points, resulting in the borrowings under the 2029 Unsecured Term Loan to be priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company’s credit ratings. Based on the Company’s credit ratings as of December 31, 2025, pricing on the 2029 Unsecured Term Loan was 80 basis points over SOFR.

2031 Unsecured Term Loan

On November 17, 2025, the Company closed on an unsecured \$350.0 million 5.5-year delayed draw term loan (the “2031 Unsecured Term Loan”) which includes an accordion option that allows the Company to request additional lender commitments up to a total of \$500.0 million and matures in May 2031. As of December 31, 2025, the Company had not drawn any amounts under the 2031 Unsecured Term Loan. Borrowings under the 2031 Unsecured Term Loan are priced at SOFR plus a spread of 80 to 160 basis points over SOFR, depending on the Company’s credit ratings. Based on the Company’s credit ratings at the time of closing, pricing on the 2031 Unsecured Term Loan was 80 basis points over SOFR. The Company used the existing \$350.0 million of forward starting interest rate swaps to hedge the variable SOFR priced interest to a weighted average fixed rate of 3.22% until May 2031.

Senior Unsecured Notes

The following table presents the senior unsecured notes principal balances net of unamortized debt issuance costs and original issue discounts for the Company’s private placement and public offerings as of the dates presented (*in thousands*):

	All-in Interest Rate ⁽¹⁾	Coupon Rate	Maturity	December 31, 2025	December 31, 2024
2025 Senior Unsecured Notes	4.16%	4.16%	May 2025	\$ —	\$ 50,000
2027 Senior Unsecured Notes	4.26%	4.26%	May 2027	50,000	50,000
2028 Senior Unsecured Public Notes	2.11%	2.00%	June 2028	350,000	350,000
2028 Senior Unsecured Notes	4.42%	4.42%	July 2028	60,000	60,000
2029 Senior Unsecured Notes	4.19%	4.19%	September 2029	100,000	100,000
2030 Senior Unsecured Notes	4.32%	4.32%	September 2030	125,000	125,000
2030 Senior Unsecured Public Notes	3.49%	2.90%	October 2030	350,000	350,000
2031 Senior Unsecured Notes	4.42%	4.47%	October 2031	125,000	125,000
2032 Senior Unsecured Public Notes	3.96%	4.80%	October 2032	300,000	300,000
2033 Senior Unsecured Public Notes	2.13%	2.60%	June 2033	300,000	300,000
2034 Senior Unsecured Public Notes	5.65%	5.63%	June 2034	450,000	450,000
2035 Senior Unsecured Public Notes	5.35%	5.60%	June 2035	400,000	—
Total principal				\$ 2,610,000	\$ 2,260,000
Unamortized debt issuance costs and original issue discounts, net				(25,392)	(22,241)
Total				\$ 2,584,608	\$ 2,237,759

(1) The all-in interest rate reflects the straight-line amortization of the terminated swap agreements and original issuance discount, as applicable.

The Company entered into forward-starting interest rate swap agreements to hedge against variability in future cash flows on forecasted issuances of debt. Refer to Note 8 – *Derivative Instruments and Hedging Activity*. In connection with pricing certain Senior Unsecured Notes and Senior Unsecured Public Notes, the Company terminated forward-starting interest rate swap agreements to fix the interest rate on all or a portion of the respective notes.

Senior Unsecured Notes – Private Placements

The Senior Unsecured Notes were issued in private placements (collectively the “Private Placements”) to individual investors. The Private Placements did not involve a public offering in reliance on the exemption from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”).

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Senior Unsecured Notes – Public Offerings

The Senior Unsecured Public Notes (collectively the “Public Notes”) are fully and unconditionally guaranteed by Agree Realty Corporation and certain wholly owned subsidiaries of the Operating Partnership. These guarantees are senior unsecured obligations of the guarantors, rank equally in right of payment with all other existing and future senior unsecured indebtedness and are effectively subordinated to all secured indebtedness of the Operating Partnership and each guarantor (to the extent of the value of the collateral securing such indebtedness).

The Public Notes are governed by an indenture, dated August 17, 2020, among the Operating Partnership, the Company and trustee (as amended and supplemented by an officer’s certificate dated at the issuance of each of the Public Notes, the “Indenture”). The Indenture contains various restrictive covenants, including limitations on the ability of the guarantors and the issuer to incur additional indebtedness and requirements to maintain a pool of unencumbered assets.

In May 2025, the Operating Partnership completed an underwritten public offering of \$400.0 million in aggregate principal amount of its 5.600% Notes due 2035 (the “2035 Senior Unsecured Public Notes”). The public offering was priced at 99.297% of the principal amount, resulting in proceeds of \$397.2 million before deducting debt issuance costs. In connection with the underwritten public offering, the Company terminated \$325.0 million of forward-starting interest rate swap agreements that hedged the 2035 Senior Unsecured Public Notes, receiving \$13.6 million, net upon termination.

In addition, in May 2025, the Operating Partnership repaid the \$50.0 million 2025 Senior Unsecured Notes at maturity.

Senior Unsecured Revolving Credit Facility and Commercial Paper Program

The following table presents the balances outstanding under the senior unsecured revolving credit facility and commercial paper program as of the dates presented (*in thousands*):

	Interest Rate	Maturity	December 31, 2025	December 31, 2024
Senior Unsecured Revolving Credit Facility ⁽¹⁾	4.50 %	August 2028	\$ —	\$ 158,000
Commercial Paper Notes ⁽²⁾	3.94 %	Various	320,500	—
Total			\$ 320,500	\$ 158,000

(1) At December 31, 2025, the Revolving Credit Facility would have incurred interest of 4.50%, which is comprised of SOFR of 3.77% and the pricing grid spread of 72.5 basis points.
(2) At December 31, 2025, the weighted-average maturity of the outstanding Commercial Paper Notes was less than one month.

Senior Unsecured Revolving Credit Facility

On August 8, 2024, the Company entered into the Fourth Amended and Restated Revolving Credit Agreement which provides a \$1.25 billion senior unsecured revolving credit facility (the “Revolving Credit Facility”).

On November 17, 2025, the Company entered into the First Amendment to the Fourth Amended and Restated Revolving Credit Agreement (the “First Amendment to the Revolving Credit Facility”) with PNC Bank, as administrative agent, and a syndicate of lenders named therein, and with certain indirect subsidiaries of the Borrower as guarantors. The First Amendment to the Revolving Credit Facility amends the Revolving Credit Facility by and among the Company, the Borrower, PNC Bank, as administrative agent, and a syndicate of lenders named therein. The First Amendment to the Revolving Credit Facility includes certain technical and administrative amendments, including an amendment to the interest rate for borrowings under the Revolving Credit Facility by reducing the SOFR adjustment to zero basis points. As a result the Revolving Credit Facility’s interest rate is based on a pricing grid with a range of 72.5 to 140 basis points over SOFR, determined by the Company’s credit ratings and leverage ratio. At December 31, 2025, borrowings under the Revolving Credit Facility, as amended, would have incurred interest at a rate of SOFR plus a pricing grid spread of 72.5 basis points.

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The Revolving Credit Facility serves as a liquidity backstop for the Company's Commercial Paper Notes and includes an accordion option that allows the Company to request additional lender commitments up to a total of \$2.00 billion. The Revolving Credit Facility will mature in August 2028 with Company options to extend the maturity date to August 2029.

Prior to entering into the Fourth Amended and Restated Revolving Credit Facility, the Company had a \$1.00 billion revolving credit facility under the First Amendment to the Third Amended and Restated Revolving Credit Agreement. The interest rate under the previous credit facility was based on a pricing grid with a range of 72.5 to 140 basis points over SOFR, determined by the Company's credit ratings and leverage ratio, plus a SOFR adjustment of 10 basis points. Interest under the previous Revolving Credit Facility was comprised of SOFR, the applicable pricing grid spread of 77.5 basis points and the 10 basis point SOFR adjustment. The previous credit facility had a maturity date of January 2026 with options to extend the maturity date to January 2027.

The Company and Richard Agree, the Executive Chairman of the Company, are parties to a Reimbursement Agreement dated October 3, 2023 (the "Reimbursement Agreement"). Pursuant to the Reimbursement Agreement, Mr. Agree has agreed to reimburse the Company for his proportionate share of loss incurred under the Revolving Credit Facility and/or certain other indebtedness in an amount to be determined by facts and circumstances at the time of loss.

Commercial Paper Program

In March 2025, the Operating Partnership established a commercial paper program (the "Commercial Paper Program"), pursuant to which it may issue short-term, fixed rate, unsecured commercial paper notes (the "Commercial Paper Notes") under the exemption from registration contained in Section 4(a)(2) of the Securities Act. Amounts available under the Commercial Paper Program may be borrowed, repaid and re-borrowed from time to time, with the aggregate principal amount of the Commercial Paper Notes outstanding under the Commercial Paper Program at any time not to exceed \$625.0 million. The Commercial Paper Notes can have maturities of up to 397 days from the date of issue and are guaranteed by the Company and certain wholly owned subsidiaries of the Operating Partnership.

Debt Maturities

The following table presents scheduled principal payments related to the Company's debt as of December 31, 2025 (*in thousands*):

	Scheduled Principal	Balloon Payment	Total
2026 ⁽¹⁾	\$ 628	\$ 320,500	\$ 321,128
2027	—	50,000	50,000
2028 ⁽²⁾	—	410,000	410,000
2029	—	492,250	492,250
2030	—	475,000	475,000
Thereafter ⁽³⁾	—	1,575,000	1,575,000
Total scheduled principal payments	\$ 628	\$ 3,322,750	\$ 3,323,378

(1) At December 31, 2025, the Commercial Paper Notes had a weighted-average maturity of less than one month.

(2) The Revolving Credit Facility matures in August 2028, with options to extend the maturity date by six months up to two times, for a maximum maturity of August 2029 and had no outstanding balance as of December 31, 2025.

(3) The 2031 Unsecured Term Loan matures in May 2031. No amounts had been drawn under the delayed draw, \$350.0 million loan as of December 31, 2025.

Loan Covenants

Certain loan agreements contain various restrictive covenants, including the following financial covenants: maximum total leverage ratio, maximum secured leverage ratios, consolidated net worth requirements, a minimum fixed charge coverage ratio, a maximum unencumbered leverage ratio, a minimum unsecured interest expense ratio, a minimum interest coverage ratio, a minimum unsecured debt yield and a minimum unencumbered interest expense ratio. As of December 31, 2025, the most restrictive covenant was the minimum unencumbered interest expense ratio. The Company was in compliance with all of its material loan covenants and obligations as of December 31, 2025.

Note 6 – Common and Preferred Stock

Authorized Shares of Common Stock

In May 2025, the Company's stockholders approved an amendment to the Company's Articles of Incorporation to increase the number of authorized shares of the Company's common stock from 180 million shares to 360 million shares.

Shelf Registration

On May 5, 2023, the Company filed an automatic shelf registration statement on Form S-3ASR with the Securities and Exchange Commission registering an unspecified amount of common stock, preferred stock, depositary shares, warrants of the Company and guarantees of debt securities of the Operating Partnership, as well as an unspecified amount of debt securities of the Operating Partnership, at an indeterminate aggregate initial offering price. The Company may periodically offer one or more of these securities in amounts, prices and on terms to be announced when and if these securities are offered. The specifics of any future offerings, along with the use of proceeds of any securities offered, will be described in detail in a prospectus supplement, or other offering materials, at the time of any offering.

Common Stock Offerings

In October 2022, the Company completed a follow-on public offering of 5,750,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 750,000 shares, in connection with forward sale agreements. As of December 31, 2022, the Company settled 1,600,000 shares of these October 2022 forward sale agreements, realizing net proceeds of \$106.2 million. During the year ended December 31, 2023, the Company settled the remaining 4,150,000 shares of these October 2022 forward sale agreements, realizing net proceeds of \$275.0 million. The offering resulted in total net proceeds to the Company of \$381.2 million after deducting fees and expenses and making certain adjustments as provided in the forward sale agreements.

In October 2024, the Company completed a follow-on public offering of 5,060,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 660,000 shares in connection with the forward sale agreements. As of December 31, 2024, the Company had not settled any of these shares. During the year ended December 31, 2025, the Company settled all of the October 2024 forward sales agreements, realizing net proceeds to the Company of approximately \$366.6 million, after deducting fees and expenses and making certain other adjustments.

In April 2025, the Company completed a follow-on public offering of 5,175,000 shares of common stock, including the full exercise of the underwriters' option to purchase an additional 675,000 shares in connection with the forward sale agreements. As of December 31, 2025, the Company had not settled any of these shares. The offering is anticipated to raise net proceeds of approximately \$385.8 million after deducting fees and expenses and making certain adjustments as provided in the forward sale agreements.

Preferred Stock Offering

As of December 31, 2025, the Company had 7,000,000 depositary shares (the "Depositary Shares") outstanding, each representing 1/1,000th of a share of Series A Preferred Stock.

Dividends on the Series A Preferred Shares are payable monthly in arrears on the first day of each month (or, if not on a business day, on the next succeeding business day). The dividend rate is 4.25% per annum of the \$25,000 (equivalent to \$25.00 per Depositary Share) liquidation preference. Monthly dividends on the Series A Preferred Shares have been and will be in the amount of \$0.08854 per Depositary Share, equivalent to \$1.0625 per annum.

The Company may not redeem the Series A Preferred Shares before September 2026, except in limited circumstances to preserve its status as a real estate investment trust for federal income tax purposes and except in certain circumstances upon the occurrence of a change of control of the Company. Beginning in September 2026, the Company, at its option, may redeem the Series A Preferred Shares, in whole or from time to time in part, by paying \$25.00 per Depositary Share, plus any accrued and unpaid dividends. Upon the occurrence of a change in control of the Company, if the Company does not otherwise redeem the Series A Preferred Shares, the holders have a right to convert their shares into common stock of the Company at the \$25.00 per share liquidation value, plus any accrued and unpaid dividends. This conversion value is limited by a share cap if the Company's stock price falls below a certain threshold.

ATM Programs

The Company enters into at-the-market ("ATM") programs through which the Company, from time to time, sells shares of common stock and/or enters into forward sale agreements.

The following table summarizes the ATM programs that were in place during 2025, 2024 and 2023 (*dollars in millions*):

Program	Program Size	Total Forward Shares Sold	Total Forward Shares Settled	Total Forward Shares Outstanding as of December 31, 2025	Total Net Proceeds Anticipated or Received from Forward Shares Sold
September 2022 ⁽¹⁾	\$750.0	10,217,973	10,217,973	—	\$670.3
February 2024 ⁽¹⁾	\$1,000.0	10,409,017	10,409,017	—	\$705.3
October 2024	\$1,250.0	4,444,245 ⁽²⁾	—	4,444,245 ⁽³⁾	\$330.3

(1) Applicable ATM program terminated and no future forward sales will occur under the program.

(2) After considering the shares of common stock sold subject to forward sale agreements under the program, the Company had approximately \$914.5 million of availability under the October 2024 Program as of December 31, 2025.

(3) The Company is required to settle the outstanding forward shares of common stock under the program by dates between June 2026 and May 2027.

Upon settlement of the relevant forward sale agreement, subject to certain exceptions, we may elect, in our sole discretion, to physically settle in common shares, cash settle, or net share settle all or any portion of our obligations under any forward sale agreement.

The following table summarizes the ATM activity completed during the periods presented:

	Year Ended December 31,		
	2025	2024	2023
Shares of common stock sold under the ATM programs	4,275,968	10,598,037	5,846,998
Shares of common stock settled under the ATM programs	7,633,519	6,630,112	6,117,768
Net proceeds received (in millions)	\$538.3	\$403.8	\$415.4

Note 7 – Dividends and Distributions Payable

The Company declared dividends per common share of \$3.081, \$3.000 and \$2.919 during the years ended December 31, 2025, 2024 and 2023, respectively.

On December 11, 2025, the Company declared a dividend per common share of \$0.262 per share for the month ended December 31, 2025. The holders of Operating Partnership Common Units are entitled to an equal distribution per Operating Partnership Unit held. The monthly common dividend for December 2025 has been reflected as a reduction of stockholders' equity and the distribution has been reflected as a reduction of the limited partners' non-controlling interest. The December 2025 dividends and distributions were recorded as a liability on the consolidated balance sheets as of December 31, 2025 and were paid on January 15, 2026.

The Company declared dividends on the Series A Preferred Shares of \$1.0625 per Depositary Share during the year ended December 31, 2025, 2024 and 2023. These dividends were reflected entirely as ordinary income for federal income tax purposes. The December 2025 dividend declared on the Series A Preferred Shares of \$0.08854 per Depositary Share has been reflected as a reduction of stockholders' equity and was recorded as a liability on the consolidated balance sheets as of December 31, 2025 and paid on January 2, 2026.

For federal income tax purposes, common distributions paid have been characterized as follows (unaudited):

For the Year Ended December 31,	2025 ⁽¹⁾	2024 ⁽¹⁾	2023 ⁽¹⁾
Ordinary Income	\$ 2.619	\$ 2.638	\$ 2.498
Return of Capital	0.453	0.356	0.174
Total	\$ 3.072	\$ 2.994	\$ 2.672

(1) The common dividend declared in December of the respective year and paid in the following January is considered a distribution for federal tax purposes in the year of payment and, therefore, has been excluded from the federal income tax characterization in the year of declaration.

Earnings and profits that determine the taxability of distributions to stockholders differ from net income reported for financial reporting purposes due to differences in the estimated useful lives and methods used to compute depreciation and the carrying value (basis) of the investments in properties for tax purposes, among other things.

Note 8 – Derivative Instruments and Hedging Activity

Background

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risk, including interest rate, liquidity and credit risk primarily by managing the amount, sources and duration of its debt funding and, to a limited extent, the use of derivative instruments. For additional information regarding the leveling of the Company's derivatives, refer to Note 9 – *Fair Value Measurements*.

The Company's objective in using interest rate derivatives is to manage its exposure to interest rate movements and add stability to interest expense. To accomplish this objective, the Company uses interest rate swaps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable rate amounts from a counterparty in exchange for the Company making fixed rate payments over the life of the agreement without exchanging the underlying notional amount.

Hedging Activity

In June 2023, the Company entered into \$350.0 million of forward starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in SOFR. The swaps exchange variable rate SOFR interest on \$350.0 million of SOFR indexed debt to a weighted average fixed interest rate of 3.57% beginning August 1, 2023 through the maturity date of January 1, 2029. The swaps are designated to hedge the variable rate interest payments of the 2029 Unsecured Term Loan indexed to SOFR. As of December 31, 2025 these interest rate swaps were valued as a liability of approximately \$2.8 million.

In December 2023, the Company entered into forward-starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in interest rates from the trade date through the forecasted issuance date of \$150.0 million of long-term debt. In addition, in May 2024, the Company entered into a \$150.0 million US Treasury lock at 4.51% to hedge against variability in future cash flows resulting from changes in interest rates. The Company terminated the \$150.0 million forward-starting interest rate swap agreements and the \$150.0 million US Treasury lock upon completion of the underwritten public offering of the 2034 Senior Unsecured Public Notes, receiving \$4.4 million, net upon termination. This settlement was included as a component of accumulated other comprehensive income (“OCI”), to be recognized as an adjustment to income over the term of the debt.

During 2024 and 2025, the Company entered into \$325.0 million of forward-starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in interest rates from the trade date through the forecasted issuance date of long-term debt. The Company terminated the \$325.0 million forward-starting interest rate swap agreements upon completion of the underwritten public offering of the 2035 Senior Unsecured Public Notes in May 2025, receiving \$13.6 million upon termination. This settlement was included as a component of accumulated OCI, to be recognized as an adjustment to income over the term of the debt.

In September and October of 2025, the Company entered into \$350.0 million of forward starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in SOFR. The swaps exchange variable rate interest on \$350.0 million of SOFR indexed debt to a weighted average fixed interest rate of 3.22% until May 2031. The swaps are designated to hedge the variable rate interest payments indexed to SOFR in the 2031 Senior Unsecured Term Loan which matures May 2031. As of December 31, 2025, these interest rate swaps were valued as an asset of approximately \$3.3 million.

In August, September and October 2025, the Company entered into forward-starting interest rate swap agreements to hedge against variability in future cash flows resulting from changes in interest rates from the trade date through the forecasted issuance date of \$200.0 million of long-term debt. The Company hedged its exposure to the variability in future cash flows for a forecasted issuance of long-term debt over a maximum period ending June 2026. As of December 31, 2025, these interest rate swaps are valued as an asset of approximately \$2.7 million.

Recognition

The Company recognizes all derivative instruments as either assets or liabilities at fair value on the balance sheets. See discussion of measuring fair value in Note 9 - Fair Value Measurements. The Company recognizes its derivatives within other assets, net and accounts payable, accrued expenses and other liabilities on the consolidated balance sheets.

Changes in fair value for hedging instruments designated and qualifying for cash flow hedge accounting treatment are recognized as a component of OCI. Cash receipts and payments related to these hedging derivatives are included in cash flows from operating activities.

Accumulated OCI relates to (i) the change in fair value of interest rate derivatives and (ii) realized gains or losses on settled derivative instruments. Amounts are reclassified out of accumulated OCI as an adjustment to interest expense for (i) realized gains or losses related to effective interest rate swaps and (ii) realized gains or losses on settled derivative instruments, amortized over the term of the hedged debt transaction. During the next twelve months, the Company estimates that \$3.8 million will be reclassified as a decrease to interest expense.

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The Company had the following outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk as of the dates presented (*dollars in thousands*):

Interest Rate Derivatives	Number of Instruments ⁽¹⁾		Notional Amount ⁽¹⁾	
	December 31, 2025	December 31, 2024	December 31, 2025	December 31, 2024
Interest rate swaps	13	11	\$ 900,000	\$ 550,000

(1) Number of instruments and total notional amounts disclosed includes all interest rate swap agreements outstanding at the balance sheet dates, including forward-starting interest rate swaps prior to their effective date.

The table below presents the estimated fair value of the Company's derivative financial instruments, as well as their classification in the consolidated balance sheets as of the dates presented (*in thousands*):

Derivatives designated as cash flow hedges:	Asset Derivatives	
	December 31, 2025	December 31, 2024
Other assets, net	\$ 5,972	\$ 17,526
Liability Derivatives		
Derivatives designated as cash flow hedges:		
Accounts payable, accrued expenses, and other liabilities	\$ 2,814	\$ —

The tables below present the effect of the Company's derivative financial instruments in the consolidated statements of operations and other comprehensive income for the periods presented (*in thousands*):

Year Ended December 31,	Amount of Income/(Loss) Recognized in OCI on Derivative			Location of Accumulated OCI Reclassified from Accumulated OCI into Income	Amount Reclassified from Accumulated OCI as a (Reduction)/Increase in Interest Expense		
	2025	2024	2023		2025	2024	2023
Interest rate swaps	\$ 1,627	\$ 32,060	\$ (1,911)	Interest expense	\$ (6,213)	\$ (8,458)	\$ (5,109)

The Company does not use derivative instruments for trading or other speculative purposes and did not have any other derivative instruments or hedging activities as of December 31, 2025.

Credit Risk-Related Contingent Features

The Company has agreements with its derivative counterparties that contain a provision where the Company could be declared in default on its derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to the Company's default on the indebtedness.

The fair value of derivative contracts, which includes interest but excludes any adjustments for nonperformance risk, was in a net asset position of \$3.3 million as of December 31, 2025 and an asset position of \$17.9 million as of December 31, 2024.

Although the derivative contracts are subject to master netting arrangements, which serve as credit mitigants to both the Company and its counterparties under certain situations, the Company does not net its derivative fair values or any existing rights or obligations to cash collateral on the consolidated balance sheets.

There was no offsetting of derivative assets or liabilities as of December 31, 2024. The tables below present a gross presentation of the effects of offsetting and a net presentation of the Company's derivatives as of December 31, 2025 (*in thousands*):

Offsetting of Derivative Assets as of December 31, 2025

	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Statement of Financial Position	Net Amounts of Assets presented in the Statement of Financial Position	Gross Amounts Not Offset in the Statement of Financial Position		
				Financial Instruments	Cash Collateral Received	Net Amount
Derivatives	\$ 5,972	\$ —	\$ 5,972	\$ (757)	\$ —	\$ 5,215

Offsetting of Derivative Liabilities as of December 31, 2025

	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Statement of Financial Position	Net Amounts of Liabilities presented in the Statement of Financial Position	Gross Amounts Not Offset in the Statement of Financial Position		
				Financial Instruments	Cash Collateral Received	Net Amount
Derivatives	\$ 2,814	\$ —	\$ 2,814	\$ (757)	\$ —	\$ 2,057

Note 9 – Fair Value Measurements

Assets and Liabilities Measured at Fair Value

The Company accounts for fair values in accordance with ASC 820. ASC 820 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. ASC 820 applies to reported balances that are required or permitted to be measured at fair value under existing accounting pronouncements; accordingly, the standard does not require any new fair value measurements of reported balances.

ASC 820 emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. As a basis for considering market participant assumptions in fair value measurements, ASC 820 establishes a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

Level 1 inputs utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access. Level 2 inputs are inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs may include quoted prices for similar assets and liabilities in active markets, as well as inputs that are observable for the asset or liability (other than quoted prices), such as interest rates, foreign exchange rates and yield curves that are observable at commonly quoted intervals. Level 3 inputs are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity. In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls, is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

Derivative Financial Instruments

The Company uses interest rate swap agreements to manage its interest rate risk. See additional details regarding interest rate swaps in Note 8 - Derivative Instruments and Hedging Activity. The valuation of these instruments is determined using widely accepted valuation techniques including 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 curves.

To comply with the provisions of ASC 820, the Company incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Company has considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts and guarantees.

Although the Company has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of December 31, 2025 and 2024, the Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Company has determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The table below presents the Company's assets and liabilities measured at fair value on a recurring basis and fair value level as of the dates presented (*in thousands*):

	December 31, 2025	December 31, 2024
	Fair Value	Fair Value
	Level 2	Level 2
Derivative assets - interest rate swaps	\$ 5,972	\$ 17,526
Derivative liabilities - interest rate swaps	\$ 2,814	—

Other Financial Instruments

The carrying values of cash and cash equivalents, cash held in escrow, accounts receivable and accounts payable and accrued liabilities are reasonable estimates of their fair values because of the short maturity of these financial instruments.

The fair value of the Commercial Paper Notes is estimated to be equal to the carrying amount due to the short-term maturity of the instruments and as the stated interest rates approximate current market rates.

The fair value of the Revolving Credit Facility, 2029 Unsecured Term Loan and 2031 Unsecured Term Loan are estimated to be equal to the carrying value as they are variable rate debt.

The Company estimated the fair value of its debt based on its incremental borrowing rates for similar types of borrowing arrangements with the same remaining maturity and on the discounted estimated future cash payments to be made for other debt. The discount rate used to calculate the fair value of debt approximates current lending rates for loans and assumes the debt is outstanding through maturity. Since such amounts are estimates that are based on limited available market information for similar transactions, there can be no assurance that the disclosed value of any financial instrument could be realized by immediate settlement of the instrument.

The table below presents the carrying value, fair value and fair value level of the Company's debt as of the dates presented (*in thousands*):

	December 31, 2025			December 31, 2024		
	Carrying Value	Fair Value		Carrying Value	Fair Value	
		Level 2	Level 3		Level 2	Level 3
Mortgage Notes Payable	\$ 41,546	\$ —	\$ 40,859	\$ 42,210	\$ —	\$ 40,591
Unsecured Term Loan	\$ 348,074	\$ 348,074	\$ —	\$ 347,452	\$ 347,452	\$ —
Senior Unsecured Notes	\$ 2,584,608	\$ 2,548,907	\$ —	\$ 2,237,759	\$ 2,078,885	\$ —
Unsecured Revolving Credit Facility	\$ —	\$ —	\$ —	\$ 158,000	\$ 158,000	\$ —
Commercial Paper Notes	\$ 320,500	\$ 320,500	\$ —	\$ —	\$ —	\$ —

Note 10 – Equity Incentive Plan

In May 2024, the Company's stockholders approved the Agree Realty Corporation 2024 Omnibus Incentive Plan (the "2024 Plan"), which replaced the Agree Realty Corporation 2020 Omnibus Incentive Plan. The 2024 Plan provides for the award to employees, directors and consultants of the Company of options, restricted stock, restricted stock units, stock appreciation rights, performance awards (which may take the form of performance units or performance shares) and other awards to acquire up to an aggregate of 2,000,000 shares of the Company's common stock. As of December 31, 2025, 1,721,199 shares of common stock were available for issuance under the 2024 Plan.

Restricted Stock - Employees

Restricted shares have been granted to employees which vest based on continued service to the Company.

The holder of a restricted share award is generally entitled at all times on and after the date of issuance of the restricted shares to exercise the rights of a stockholder of the Company, including the right to vote the shares and the right to receive dividends on the shares. Restricted share awards granted prior to 2023 vest over a five-year period while awards granted in 2023 or later vest over a three-year period.

The Company estimates the fair value of restricted share grants at the date of grant and amortizes those amounts into expense on a straight-line basis over the appropriate vesting period. The Company recognized expense related to restricted share grants of \$6.5 million, \$5.8 million and \$4.6 million for the years ended December 31, 2025, 2024 and 2023, respectively.

As of December 31, 2025, there was \$7.5 million of total unrecognized compensation costs related to the outstanding restricted shares, which is expected to be recognized over a weighted average period of 1.7 years. The fair value of restricted shares vested was \$9.4 million, \$2.3 million and \$2.7 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Restricted share activity is summarized as follows (*shares in thousands*):

	Shares Outstanding	Weighted Average Grant Date Fair Value
Unvested restricted stock at December 31, 2022	183	\$ 65.46
Restricted stock granted	82	73.15
Restricted stock vested	(56)	63.95
Restricted stock forfeited	(15)	69.12
Unvested restricted stock at December 31, 2023	194	\$ 68.85
Restricted stock granted	101	57.51
Restricted stock vested	(68)	69.33
Restricted stock forfeited	(9)	63.63
Unvested restricted stock at December 31, 2024	218	\$ 63.65
Restricted stock granted	85	72.83
Restricted stock vested	(93)	65.43
Restricted stock forfeited	(17)	65.54
Unvested restricted stock at December 31, 2025	<u>193</u>	<u>\$ 66.65</u>

Performance Units

Performance units have been granted to certain executive officers and are subject to a three-year performance period, following the conclusion of which shares awarded are determined by the Company's total shareholder return ("TSR") compared to the constituents of the MSCI US REIT Index and a defined peer group. Fifty percent of the award is based upon the TSR percentile rank versus the constituents in the MSCI US REIT Index for the three-year performance period; and fifty percent of the award is based upon TSR percentile rank versus a specified net lease peer group for the three-year performance period. For performance units granted prior to 2023, vesting of the shares awarded occurs ratably over a three-year period, with the initial vesting occurring immediately following the conclusion of the performance period such that all units vest within five years of the original award date. Performance units granted in 2023 or later vest following the conclusion of the performance period such that all units will vest three years from the original award date.

The grant date fair value of these awards is determined using a Monte Carlo simulation pricing model. For the performance units granted prior to 2023, compensation expense is amortized on an attribution method over a five-year period. For performance units granted in 2023 or later, compensation expense is amortized on a straight-line basis over a three-year period. Compensation expense related to performance units is determined at the grant date and is not adjusted throughout the measurement or vesting periods.

The Monte Carlo simulation pricing model for issued grants utilizes the following assumptions: (i) expected term (equal to the remaining performance measurement period at the grant date); (ii) volatility (based on historical volatility); and (iii) risk-free rate (interpolated based on 2- and 3-year rates).

The following assumptions were used when determining the grant date fair value:

	2025	2024	2023
Expected term (years)	2.9	2.9	2.9
Volatility	20 %	20.0 %	23.6 %
Risk-free rate	4.2 %	4.5 %	4.4 %

The Company recognized expense related to performance units for which the three-year performance period had not yet been completed of \$4.7 million, \$3.1 million and \$2.2 million for the years ended December 31, 2025, 2024 and 2023, respectively. As of December 31, 2025, there was \$7.1 million of total unrecognized compensation costs related to performance units for which the three-year performance period has not yet been completed, which is expected to be recognized over a weighted average period of 1.9 years.

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Agree Realty Corporation

Notes to Consolidated Financial Statements

December 31, 2025

The Company recognized expense related to performance units and shares for which the three-year performance period was completed, however the shares have not yet vested, of \$0.6 million, \$0.5 million and \$0.5 million for the years ending December 31, 2025, 2024 and 2023, respectively. As of December 31, 2025, there was \$0.2 million of total unrecognized compensation costs related to performance units and shares for which the three-year performance period has been completed, however the shares have not yet vested, which is expected to be recognized over a weighted average period of 0.9 years.

Performance units activity is summarized as follows (*shares in thousands*):

	Target Number of Awards	Weighted Average Grant Date Fair Value
Performance units and shares - three-year performance period to be completed at December 31, 2022	85	\$ 72.27
Performance units granted	47	\$ 80.34
Performance units - three-year performance period completed	(21)	\$ 90.17
Performance units and shares - three-year performance period to be completed at December 31, 2023	111	\$ 72.14
Performance units granted	77	\$ 59.16
Performance units - three-year performance period completed	(31)	\$ 63.42
Performance units and shares - three-year performance period to be completed at December 31, 2024	157	\$ 67.50
Performance units granted	90	\$ 79.61
Performance units - three-year performance period completed	(34)	\$ 68.59
Performance units and shares - three-year performance period to be completed at December 31, 2025	<u>213</u>	<u>\$ 72.42</u>

	Shares Outstanding	Weighted Average Grant Date Fair Value
Performance shares - three-year performance period completed but not yet vested at December 31, 2022	32	\$ 61.91
Shares earned at completion of three-year performance period ⁽¹⁾	33	\$ 90.17
Shares vested	(34)	\$ 69.73
Performance shares - three-year performance period completed but not yet vested at December 31, 2023	31	\$ 83.40
Shares earned at completion of three-year performance period ⁽²⁾	23	\$ 63.42
Shares vested	(28)	\$ 75.18
Performance shares - three-year performance period completed but not yet vested at December 31, 2024	26	\$ 74.58
Shares earned at completion of three-year performance period ⁽³⁾	51	\$ 68.59
Shares vested	(35)	\$ 74.13
Performance shares - three-year performance period completed but not yet vested at December 31, 2025	<u>42</u>	<u>\$ 67.64</u>

(1) Performance units granted in 2020 for which the three-year performance period was completed in 2023 were earned at the 150% performance level.

(2) Performance units granted in 2021 for which the three-year performance period was completed in 2024 were earned at the 76% performance level.

(3) Performance units granted in 2022 for which the three-year performance period was completed in 2025 were earned at the 150% performance level.

Restricted Stock - Directors

The Company granted restricted shares to non-employee directors which vest over a year, commensurate with the board members' services to the Company.

The holder of a restricted share award is generally entitled at all times on and after the date of issuance of the restricted shares to exercise the rights of a stockholder of the Company, including the right to vote the shares and the right to receive dividends on the shares.

The Company estimates the fair value of board members' restricted share grants at the date of grant and amortizes those amounts into expense on a straight-line basis over the one-year vesting period.

During the year ended December 31, 2025, 18,467 restricted shares were granted to independent members of the Company's board of directors at a weighted average grant date fair value of \$72.83 per share. During the year ended December 31, 2024, 23,389 restricted shares were granted to independent members of the Company's board of directors at a weighted average grant date fair value of \$57.51 per share.

The Company recognized expense relating to restricted share grants to the board members of \$1.1 million, \$1.3 million and 1.1 million for the years ended December 31, 2025, 2024 and 2023, respectively.

As of December 31, 2025, there was \$0.2 million total unrecognized compensation costs related to the board members' outstanding restricted shares, which is expected to be recognized in less than six months.

The Company used 0% for the forfeiture rate for determining the fair value of this restricted stock.

Note 11 – Commitments and Contingencies

In the ordinary course of business, the Company is party to various legal actions which the Company considers to be routine in nature and incidental to the operation of its business. The Company believes that the outcome of the proceedings will not have a material adverse effect upon the Company's consolidated financial position or results of operations.

Note 12 – Subsequent Events

In connection with the preparation of its financial statements, the Company has evaluated events that occurred subsequent to December 31, 2025 through the date on which these financial statements were issued to determine whether any of these events required adjustments to or disclosure in the financial statements.

There were no reportable subsequent events or transactions.

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Agree Realty Corporation

Schedule III – Real Estate and Accumulated Depreciation

December 31, 2025

COLUMN A	COLUMN B	COLUMN C	COLUMN D		COLUMN E	COLUMN F			COLUMN G	COLUMN H	COLUMN I
			Initial Cost			Gross Amount at Which Carried at Close of Period					
Description	Number of Properties	Encumbrance	Land	Building and Improvements	Costs Capitalized Subsequent to Acquisition	Land	Building and Improvements	Total	Accumulated Depreciation	Date of Acquisition	Life on Which Depreciation in Latest Income Statement is Computed (in years) ^(b)
Real Estate Held for Investment											
Alabama	69	—	58,258,702	112,734,863	333,623	58,331,029	112,996,159	171,327,188	14,145,037	2012-2025	3 - 40
Alaska	3	—	4,024,748	3,657,890	153	4,024,748	3,658,043	7,682,791	161,114	2023-2024	5 - 40
Arizona	29	—	37,421,655	86,583,631	3,414,250	40,157,460	87,262,076	127,419,536	9,456,543	2011-2025	3 - 40
Arkansas	44	—	33,961,621	81,342,721	986,543	33,931,265	82,359,620	116,290,885	8,631,678	2016-2025	3 - 40
California	56	—	168,284,646	231,361,808	1,247,842	168,231,535	232,662,761	400,894,296	22,330,970	2011-2025	1 - 40
Colorado	19	—	33,427,076	57,261,268	1,159,586	33,427,077	58,420,853	91,847,930	5,903,321	2016-2025	4 - 40
Connecticut	28	—	67,928,851	107,146,858	629,656	67,928,851	107,776,514	175,705,365	12,828,996	2010-2025	2 - 40
Delaware	6	—	18,218,204	7,562,092	(25,246)	18,197,839	7,557,211	25,755,050	2,075,588	2012-2022	40
Florida	138	—	170,847,249	252,191,971	12,154,598	170,897,386	264,296,432	435,193,818	35,515,003	1996-2025	4 - 40
Georgia	128	—	87,185,808	286,763,380	1,862,876	87,191,042	288,621,022	375,812,064	30,106,116	2007-2025	1 - 40
Hawaii	1	—	—	5,337,026	1,955	—	5,338,981	5,338,981	202,540	2024	18 - 28
Idaho	7	—	3,330,669	16,723,441	37,265	3,330,670	16,760,705	20,091,375	2,620,333	2018-2024	8 - 40
Illinois	166	—	191,866,438	364,852,910	4,781,534	191,337,806	370,163,076	561,500,882	39,978,630	2010-2025	2 - 40
Indiana	83	—	41,514,275	156,188,687	1,748,305	41,489,677	157,961,590	199,451,267	12,622,766	2002-2025	4 - 40
Iowa	43	—	16,239,684	55,835,404	1,193,886	16,819,993	56,448,981	73,268,974	6,508,408	2015-2025	5 - 40
Kansas	49	—	50,048,333	149,575,667	(548,926)	48,782,171	150,292,903	199,075,074	17,150,271	1995-2025	3 - 40
Kentucky	42	—	27,679,156	88,671,275	9,570,857	28,176,183	97,745,105	125,921,288	13,721,545	1978-2025	3 - 40
Louisiana	81	—	58,838,431	166,175,514	1,316,076	59,020,733	167,309,288	226,330,021	18,615,737	2012-2025	5 - 40
Maine	5	—	2,566,165	9,379,875	25,421	2,566,165	9,405,296	11,971,461	1,396,778	2015-2024	4 - 40
Maryland	33	—	62,032,475	55,927,750	353,838	62,120,812	56,193,251	118,314,063	5,955,038	2011-2025	5 - 40
Massachusetts	23	—	79,117,524	89,745,382	177,375	79,122,805	89,917,476	169,040,281	8,196,298	2018-2025	5 - 40
Michigan	149	628,000	132,390,772	344,842,747	21,649,140	130,032,858	368,849,801	498,882,659	55,921,335	1977-2025	1 - 40
Minnesota	60	—	67,229,478	135,923,614	783,310	67,005,373	136,931,029	203,936,402	11,132,184	2012-2025	5 - 40
Mississippi	76	—	38,803,924	170,931,630	481,409	38,536,521	171,680,442	210,216,963	17,686,052	2013-2025	3 - 40
Missouri	80	—	57,490,720	198,738,969	2,325,263	57,496,026	201,058,926	258,554,952	21,842,576	2013-2025	3 - 40
Montana	2	—	1,023,154	5,232,131	22,469	1,023,154	5,254,600	6,277,754	473,271	2021-2024	1 - 40
Nebraska	16	—	8,064,132	30,175,460	16,992	8,064,132	30,192,452	38,256,584	2,504,785	1995-2025	3 - 40
Nevada	7	—	2,881,071	8,482,078	(13,959)	2,826,071	8,523,119	11,349,190	1,327,816	2013-2025	2 - 40
New Hampshire	11	—	23,964,700	18,306,945	666,306	23,964,701	18,973,250	42,937,951	2,477,293	2015-2025	5 - 40
New Jersey	56	—	164,560,966	100,251,249	16,336,567	179,736,006	101,412,776	281,148,782	14,916,027	2005-2025	4 - 40
New Mexico	25	—	32,803,786	56,655,563	603,851	32,726,744	57,336,456	90,063,200	4,723,688	2016-2025	3 - 40
New York	103	11,300,000	139,415,959	321,735,777	1,375,958	139,474,130	323,053,564	462,527,694	31,475,778	2004-2025	3 - 40

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Agree Realty Corporation
Schedule III – Real Estate and Accumulated Depreciation

December 31, 2025

COLUMN A	COLUMN B	COLUMN C	COLUMN D		COLUMN E	COLUMN F			COLUMN G	COLUMN H	COLUMN I
			Initial Cost			Gross Amount at Which Carried at Close of Period					
Description	Number of Properties	Encumbrance	Land	Building and Improvements	Costs Capitalized Subsequent to Acquisition	Land	Building and Improvements	Total	Accumulated Depreciation	Date of Acquisition	Life on Which Depreciation in Latest Income Statement is Computed (in years) ⁽¹⁾
North Carolina	139	22,400,000	149,429,059	305,062,596	(526,987)	148,681,825	305,282,843	453,964,668	34,417,480	2010-2025	1 - 40
North Dakota	12	—	9,967,368	27,987,689	1,954,552	9,967,370	29,942,239	39,909,609	3,882,141	2013-2025	5 - 40
Ohio	164	—	153,988,586	348,204,577	3,656,752	155,401,951	350,447,964	505,849,915	39,855,010	2010-2025	1 - 40
Oklahoma	47	—	28,194,669	107,104,894	299,107	28,189,668	107,409,002	135,598,670	10,855,706	2014-2025	1 - 40
Oregon	13	—	29,320,378	40,082,009	1,709,328	29,320,538	41,791,177	71,111,715	5,356,208	2012-2025	5 - 40
Pennsylvania	118	8,550,000	138,254,794	325,830,203	(718,075)	134,947,258	328,419,664	463,366,922	35,136,372	1996-2025	1 - 40
Rhode Island	7	—	14,676,883	25,414,355	821,472	14,676,468	26,236,242	40,912,710	2,920,257	2018-2025	3 - 40
South Carolina	75	—	44,352,653	177,664,969	2,173,623	44,347,183	179,844,062	224,191,245	21,282,530	2012-2025	4 - 40
South Dakota	12	—	3,376,212	18,522,813	235,505	3,376,212	18,758,318	22,134,530	2,369,011	2013-2024	6 - 40
Tennessee	71	—	51,864,191	126,285,426	(647,960)	50,781,173	126,720,484	177,501,657	18,291,907	2013-2025	2 - 40
Texas	169	—	184,881,006	446,577,169	11,245,152	185,338,871	457,364,456	642,703,327	56,072,779	2011-2025	1 - 40
Utah	5	—	7,875,158	20,250,913	(20,043)	7,875,158	20,230,870	28,106,028	4,101,663	2011-2022	40
Vermont	4	—	6,554,681	20,448,103	—	6,554,681	20,448,103	27,002,784	742,939	2022-2025	1 - 40
Virginia	72	—	72,179,191	125,127,393	982,257	72,205,447	126,083,394	198,288,841	14,813,803	2014-2025	4 - 40
Washington	22	—	19,732,298	64,075,345	213,281	19,732,298	64,288,626	84,020,924	4,679,046	2014-2025	3 - 40
West Virginia	30	—	21,133,370	51,644,901	337,247	21,235,684	51,879,834	73,115,518	5,039,287	2015-2025	5 - 40
Wisconsin	74	—	61,885,001	199,650,956	2,251,869	61,829,720	201,958,106	263,787,826	21,485,299	2014-2025	3 - 40
Wyoming	2	—	1,745,471	3,091,512	210,772	1,745,470	3,302,285	5,047,755	396,340	2020-2022	15 - 40
Subtotal			42,878,000	2,880,831,341	6,209,321,399	108,846,625	2,892,177,938	6,306,821,427	9,198,999,365	714,301,293	
Property Under Development (Various)			—	—	62,690,174	—	—	62,690,174	62,690,174	—	
Corporate Headquarters - Royal Oak, MI			—	3,316,619	23,293,900	133,867	3,316,619	23,427,768	26,744,387	1,431,835	2023
Total			42,878,000	2,884,147,960	6,295,305,473	108,980,492	2,895,494,557	6,392,939,369	9,288,433,926	715,733,128	

(1) Depreciation on real estate investments is calculated using the straight-line method over the estimated useful lives of the assets as follows:

Buildings 28 to 40 years

Building Improvements 10 to 20 years

Tenant Improvements The shorter of the term of the related lease or useful life

Article I. 1. Reconciliation of Real Estate Properties

The following table reconciles the Real Estate Properties from January 1, 2023 to December 31, 2025.

	2025	2024	2023
Balance at January 1	\$ 7,982,537,708	\$ 7,177,278,178	\$ 6,062,209,367
Construction, acquisition and other costs	1,360,816,245	893,310,268	1,135,848,799
Impairment charge	(14,653,327)	(8,852,732)	(9,555,945)
Disposition of real estate	(40,266,700)	(79,198,006)	(11,224,043)
Balance at December 31	<u>\$ 9,288,433,926</u>	<u>\$ 7,982,537,708</u>	<u>\$ 7,177,278,178</u>

Article II. 2. Reconciliation of Accumulated Depreciation

The following table reconciles the Real Estate Properties from January 1, 2023 to December 31, 2025.

	2025	2024	2023
Balance at January 1	\$ 564,429,282	\$ 433,957,769	\$ 321,141,833
Current year depreciation expense	159,745,691	138,426,235	115,969,605
Impairment charge	(2,580,729)	(1,607,706)	(2,425,088)
Disposition of real estate	(5,861,116)	(6,347,016)	(728,581)
Balance at December 31	<u>\$ 715,733,128</u>	<u>\$ 564,429,282</u>	<u>\$ 433,957,769</u>

Article III. 3. Tax Basis – (Unaudited)

The aggregate cost of our real estate assets for federal income tax purposes is approximately \$10.70 billion at December 31, 2025.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

AGREE REALTY CORPORATION

By: /s/ Joel N. Agree

Joel N. Agree
President and Chief Executive Officer

Date: February 10, 2026

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned officers and directors of Agree Realty Corporation, hereby severally constitute Richard Agree, Joel N. Agree and Peter Coughenour, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the Annual Report on Form 10-K filed herewith and any and all amendments to said Annual Report on Form 10-K, and generally to do all such things in our names and in our capacities as officers and directors to enable Agree Realty Corporation to comply with the provisions of the Securities Exchange Act of 1934, as amended and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said Annual Report on Form 10-K and any and all amendments thereto.

PURSUANT to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

By: /s/ Richard Agree

Richard Agree
Executive Chairman of the Board of Directors

Date: February 10, 2026

By: /s/ Joel N. Agree

Joel N. Agree
President, Chief Executive Officer and Director
(Principal Executive Officer)

Date: February 10, 2026

By: /s/ Peter Coughenour

Peter Coughenour
Chief Financial Officer and Secretary
(Principal Financial Officer)

Date: February 10, 2026

By: /s/ Stephen Breslin

Stephen Breslin
Chief Accounting Officer
(Principal Accounting Officer)

Date: February 10, 2026

By: /s/ Karen Dearing

Karen Dearing
Director

Date: February 10, 2026

By: /s/ Merrie S. Frankel

Merrie S. Frankel
Director

Date: February 10, 2026

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By: /s/ Mike Hollman Date: February 10, 2026
Mike Hollman
Director

By: /s/ Michael Judlowe Date: February 10, 2026
Michael Judlowe
Director

By: /s/ Linglong He Date: February 10, 2026
Linglong He
Director

By: /s/ Greg Lehmkuhl Date: February 10, 2026
Greg Lehmkuhl
Director

By: /s/ John Rakolta Date: February 10, 2026
John Rakolta
Director

By: /s/ Jerome Rossi Date: February 10, 2026
Jerome Rossi
Director

Exhibit - 4.5

DESCRIPTION OF REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

As of December 31, 2025, Agree Realty Corporation ("Agree", "the Company", "we", "our" and "us") had two classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as follows:

- (i) common stock, par value \$.0001 per share (the "common stock"), listed on the New York Stock Exchange ("NYSE") under the trading symbol "ADC";
- (ii) depositary shares, each representing 1/1,000 of a share of 4.250% Series A Cumulative Redeemable Preferred Stock, listed on the NYSE under the trading symbol "ADCPRA."

The following description of the general terms and conditions of our capital stock is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to the applicable provisions of the Maryland General Corporation Law (the "MGCL"), our charter (the "Charter") and our second amended and restated bylaws, as amended (the "Bylaws"), each of which is incorporated herein by reference as an exhibit to the Annual Report on Form 10-K for the year ended December 31, 2025 filed with the Securities and Exchange Commission ("SEC"), of which this Exhibit 4.5 is a part. We encourage you to read our Charter, our Bylaws and the applicable provisions of the MGCL for additional information.

General

We have the authority to issue 364,000,000 shares of capital stock, par value \$.0001 per share, of which 360,000,000 shares are classified as shares of common stock, par value \$.0001 per share, and 4,000,000 shares are classified as shares of preferred stock, par value \$.0001 per share. As of February 9, 2026, we had outstanding 120,028,299 shares of common stock and 7,000 shares of preferred stock.

Description of Common Stock

Dividends

Subject to preferential rights with respect to any outstanding preferred stock, holders of our common stock will be entitled to receive dividends when, as and if authorized by our board of directors and declared by us, out of assets legally available therefor. Upon our liquidation, dissolution or winding up, holders of common stock will be entitled to share equally and ratably in any assets available for distribution to them, after payment or provision for payment of our debts and other liabilities and the preferential amounts owing with respect to any of our outstanding preferred stock.

Voting Rights

The common stock will possess voting rights in the election of directors and in respect of certain other corporate matters, with each share entitling the holder thereof to one vote. Holders of shares of common stock will not have cumulative voting rights in the election of directors.

Other Rights

The common stock will, when issued in exchange for the consideration therefor, be fully paid and nonassessable. Holders of shares of the common stock generally have no preference, conversion, exchange, sinking fund or appraisal rights and have no preemptive rights to subscribe for any of our securities. Subject to the provisions of the Charter regarding restrictions on ownership and transfer of our stock, shares of our common stock will each have equal distribution, liquidation and other rights.

Restrictions on Ownership and Transfer

For us to qualify as a real estate investment trust (“REIT”) under the Internal Revenue Code of 1986, as amended (the “Code”), not more than 50% of the value of our issued and outstanding Equity Stock (as defined below) may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year, and the Equity Stock must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months or during a proportionate part of a shorter taxable year. In addition, certain percentages of our gross income must be from particular activities. Our Charter contains restrictions on the ownership and transfer of shares of Equity Stock to enable us to qualify as a REIT.

Subject to certain exceptions specified in our Charter, our Charter provides that no holder, other than an excepted holder, may beneficially own, or be deemed to own by virtue of the attribution provisions of the Code, more than 9.8% (in value or in number of shares, whichever is more restrictive) of the outstanding shares of our common stock, or more than 9.8% (in value) of the aggregate of the outstanding shares of all classes and series of our stock (collectively, the “Equity Stock”). We refer to each of these restrictions as an “Ownership Limit” and collectively as the “Ownership Limits.” Our board of directors may, in its sole and absolute discretion, prospectively or retroactively, waive either or both of the Ownership Limits with respect to a particular stockholder or establish a different limit on ownership (an “excepted holder limit”), which excepted holder limit is subject to adjustment from time to time, if our board of directors makes certain determinations set forth in our Charter. As a condition of any such exemption, our board of directors may require a ruling from the Internal Revenue Service (“IRS”) or an opinion of counsel satisfactory to our board of directors in its sole and absolute discretion, as specified in our Charter, in order to determine or ensure our status as a REIT, or such representations and/or undertakings from the person requesting the waiver as our board of directors may require in its sole and absolute discretion to make such determinations. Notwithstanding the receipt of any such ruling or opinion, our board of directors may impose such conditions or restrictions as it deems appropriate in connection with granting such an exception. Subject to the provisions of our Charter, our Charter provides that an underwriter or placement agent that participates in a public offering or a private placement of our Equity Stock, or an initial purchaser of our Equity Stock in a transaction reliant upon Rule 144A, may beneficially own or constructively own shares of Equity Stock in excess of the Ownership Limits, but only to the extent necessary to facilitate such public offering, private placement or Rule 144A transaction. The foregoing restrictions on transferability and ownership will not apply if the board of directors determines that it is no longer in our best interests to continue to qualify as a REIT. In addition, our Charter provides that no person may beneficially or constructively own shares of Equity Stock to the extent that such ownership would result in our being closely held within the meaning of Section 856(h) of the Code or which would otherwise result in our failing to qualify as a REIT. If shares of Equity Stock which would cause us to be beneficially owned by less than 100 persons are issued or transferred to any person, our Charter provides that such issuance or transfer shall be void ab initio, and the intended transferee would acquire no rights to the stock; however, the board of directors may waive this transfer restriction if it determines that such transfer would not adversely affect our ability to continue to qualify as a REIT. Our Charter provides that shares transferred in excess of the Ownership Limits and shares transferred that would cause us to be closely held or otherwise fail to qualify as a REIT will be automatically transferred to one or more trusts for the exclusive benefit of one or more charitable beneficiaries. Such transfer will be deemed to be effective as of the close of business on the business day prior to the purported transfer. Our Charter further provides that the Prohibited Owner (as defined herein) will have no rights in the shares held by the trustee and will not benefit economically from ownership of any such shares held in trust by the trustee, will have no rights to dividends or other distributions and will not possess any rights to vote or other rights attributable to such shares held in trust. While these shares are held in trust, the trustee will be entitled to vote and to share in any dividends or other distributions with respect to shares of Equity Stock held in trust, which rights will be exercised for the exclusive benefit of the charitable beneficiary. Within 20 days of receiving notice from us that shares of Equity Stock have been transferred to the trust, the trustee will sell the shares to any person who may hold such shares without violating the limitations on ownership and transfer set forth in our Charter. Upon such sale, the interest of the charitable beneficiary in the shares sold will terminate, and the trustee will distribute the net proceeds of the sale to the person who owned the shares of Equity Stock in violation of the Ownership Limits or the other ownership restrictions described above (the “Prohibited Owner”), who will receive the lesser of (1) the price paid by the Prohibited Owner for the shares or, if the Prohibited Owner did not give value for the shares in connection with the event causing the shares to be held in the trust, the market price of the shares on the day of the event causing the shares to be held in the trust and (2) the price per share received by the trustee from the sale or other disposition of the shares held in the trust. The trustee will reduce the amount payable to the Prohibited Owner by the amount of dividends and other distributions that have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the trustee and will pay any net sales proceeds in excess of the amount payable to the Prohibited Owner to the charitable beneficiary. In addition, such shares of Equity Stock held in trust are purchasable by us until the trustee has sold the shares at a price equal to the lesser of the price paid for the stock in the transaction that resulted in such transfer to the trust and the market price for the stock on the date we determine to purchase the stock.

All certificates representing shares of Equity Stock will bear a legend referring to the restrictions described above.

In order for us to comply with our record keeping requirements, our Charter requires that each beneficial or constructive owner of Equity Stock and each person (including stockholders of record) who holds stock for a beneficial or constructive owner, shall provide to us such information as we may request in order to determine our status as a REIT and to ensure compliance with the Ownership Limits. Our Charter also requires each owner of a specified percentage of Equity Stock to provide, no later than January 30 of each year, written notice to us stating the name and address of such owner, the number of shares of Equity Stock beneficially owned, and a description of how such shares are held. In addition, each such stockholder must provide such additional information as we may

request in order to determine the effect of such stockholder's beneficial ownership of Equity Stock on our status as a REIT and to ensure compliance with the Ownership Limits.

These Ownership Limits may have the effect of precluding acquisition of control of our company by a third party unless the board of directors determines that maintenance of REIT status is no longer in our best interest. No restrictions on transfer will preclude the settlement of transactions entered into through the facilities of the New York Stock Exchange ("NYSE").

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A.

Listing

Our common stock is listed on the NYSE under the symbol "ADC."

Description of 4.5% Series A Cumulative Redeemable Preferred Shares

General

The outstanding 4.25% Series A Cumulative Redeemable Preferred Shares ("Series A Preferred Shares") are validly issued, fully paid and nonassessable. Our board of directors may, without notice to or the consent of holders of Series A Preferred Shares, authorize the issuance and sale of additional Series A Preferred Shares from time to time. For purposes of this section "Description of 4.5% Series A Cumulative Redeemable Preferred Shares," terms that are defined in this section have such meanings in this section only.

Ranking

The Series A Preferred Shares will rank, with respect to distribution rights and rights upon our liquidation, dissolution or winding-up:

- senior to all classes or series of common shares, and to any other class or series of shares expressly designated as ranking junior to the Series A preferred shares;
- on parity with any class or series of shares expressly designated as ranking on parity with the Series A Preferred Shares; and
- junior to any other class or series of shares expressly designated as ranking senior to the Series A Preferred Shares.

The Series A Preferred Shares rank junior to all our existing and future indebtedness.

Distribution Rate and Payment Date

Holders of the Series A Preferred Shares will be entitled to receive cumulative cash distributions on the Series A Preferred Shares from and including the date of original issue, payable monthly in arrears on the first business day of each month of each year, commencing on October 1, 2021, at the rate of 4.250% per annum of the \$25,000.00 liquidation preference per share (equivalent to an annual amount of \$1,0625 per depositary share). Distributions on the Series A Preferred Shares will accrue whether or not we have earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are authorized or declared.

Liquidation Preference

In the event of a liquidation, dissolution or winding up, holders of the Series A Preferred Shares will have the right to receive \$25,000.00 per share (equivalent to \$25.00 per Depositary Share), plus accrued and unpaid distributions (whether or not earned or declared) up to but excluding the date of payment, before any payment is made to holders of the common shares and any other class or series of shares ranking junior to the Series A Preferred Shares as to liquidation rights. The rights of holders of Series A Preferred

Shares to receive their liquidation preference will be subject to the proportionate rights of any other class or series of shares ranking on parity with the Series A Preferred Shares as to liquidation.

Optional Redemption

The Series A preferred shares may not be redeemed prior to September 17, 2026, except in limited circumstances to preserve our status as a REIT and pursuant to the special optional redemption right described below. On and after September 17, 2026, the Series A preferred shares will be redeemable at our option, in whole or in part at any time or from time to time, for cash at a redemption price of \$25,000.00 per share (equivalent to \$25.00 per Depositary Share), plus accrued and unpaid distributions (whether or not authorized or declared) up to but excluding the redemption date. However, unless full cumulative distributions on the Series A Preferred Shares for all past distribution periods have been, or contemporaneously are, paid or an amount in cash sufficient for the payment thereof is set apart, no Series A Preferred Shares may be redeemed unless all outstanding Series A Preferred Shares are simultaneously redeemed; provided, that the foregoing restriction does not prevent us from taking action necessary to preserve its status as a REIT. Any partial redemption will be on a pro rata basis or by lot as we determine.

Special Optional Redemption

Upon the occurrence of a change of control (as defined in our charter), we may, at our option, redeem the Series A Preferred Shares, in whole or in part within 120 days after the first date on which such change of control occurred, by paying \$25,000.00 per share (equivalent to \$25.00 per Depositary Share), plus any accrued and unpaid distributions to, but not including, the date of redemption. If, prior to the change of control conversion date, we exercise any of our redemption rights relating to the Series A Preferred Shares (whether our optional redemption right or our special optional redemption right), the holders of Series A Preferred Shares will not have the conversion right described below.

No Maturity, Sinking Fund or Mandatory Redemption

The Series A Preferred Shares do not have a stated maturity date and we will not be required to redeem the Series A Preferred Shares at any time. Accordingly, the Series A Preferred Shares will remain outstanding indefinitely, unless we decide, at our option, to exercise our redemption right or, under circumstances where the holders of the Series A Preferred Shares have a conversion right, such holders decide to convert the Series A Preferred Shares into common shares. The Series A Preferred Shares are not subject to any sinking fund.

Voting Rights

Holders of the Series A Preferred Shares generally have no voting rights. However, if we are in arrears on distributions on the Series A Preferred Shares for 18 or more monthly periods, whether or not consecutive, holders of the Series A Preferred Shares (voting together as a class with the holders of all other classes or series of parity preferred shares upon which like voting rights have been conferred and are exercisable) will be entitled to vote at a special meeting called upon the written request of at least 33% of such holders or at the next annual or special meeting of shareholders and each subsequent annual or special meeting of shareholders for the election of two additional directors to serve on our board of directors until all unpaid distributions with respect to the Series A Preferred Shares and any other class or series of parity preferred shares have been paid or declared and a sum sufficient for the payment thereof set aside for payment. In addition, we may not make certain material and adverse changes to the terms of the Series A Preferred Shares without the affirmative vote of the holders of at least two-thirds of the outstanding Series A Preferred Shares and all other shares of any class or series ranking on parity with the Series A Preferred Shares that are entitled to similar voting rights (voting together as a single class).

Conversion

Upon the occurrence of a change of control, each holder of Series A Preferred Shares will have the right (unless, prior to the change of control conversion date, we have provided or provide notice of our election to redeem the Series A Preferred Shares) to convert some or all of the Series A Preferred Shares held by such holder on the date the Series A Preferred Shares is to be converted, which we refer to as the change of control conversion date, into a number of shares of common shares per share of the Series A Preferred Shares to be converted equal to the lesser of:

- the quotient obtained by dividing (i) the sum of (x) the \$25,000.00 liquidation preference per Agree Series A preferred share (equivalent to \$25.00 per Depository Share) to be converted, plus (y) the amount of any accrued and unpaid distributions to but not including the change of control conversion date (unless the change of control conversion date is after a distribution record date (as defined in our charter) and prior to the corresponding distribution payment date (as defined in our charter), in which case no additional amount for such accrued and unpaid distribution will be included in such sum), by (ii) the common share price (as defined below) (we refer to such quotient as the “conversion rate”); and
- 0.6803 (the “Share Cap”);

subject, in each case, to provisions for the receipt of alternative consideration as described in our charter.

The common share price shall be (i) if the consideration to be received in the change of control by holders of common shares is solely cash, the amount of cash consideration per common share, and (ii) if the consideration to be received in the change of control by holders of common shares is other than solely cash, the average of the closing price per common share on the ten consecutive trading days immediately preceding, but not including, the effective date of the change of control.

If, prior to the change of control conversion date, we have provided or provide a redemption notice, whether pursuant to its special optional redemption right in connection with a change of control or its optional redemption right, holders of Series A Preferred Shares will not have any right to convert the Series A Preferred Shares into shares of our common shares in connection with the change of control and any Series A Preferred Shares selected for redemption that have been tendered for conversion will be redeemed on the related date of redemption instead of converted on the change of control conversion date.

Except as provided above in connection with a change of control, the Series A Preferred Shares are not convertible into or exchangeable for any other securities or property.

Restrictions on Ownership and Transfer

For information regarding restrictions on ownership and transfer of the Series A Preferred Shares, see “Description of Common Stock-Restrictions on Ownership and Transfer” above.

Notwithstanding any other provision of the Series A Preferred Shares, no holder of the Series A Preferred Shares will be entitled to convert any Series A Preferred Shares into our common shares to the extent that receipt of our common shares would cause such holder or any other person to exceed the ownership limits contained in our charter.

Description of Depository Shares, each Representing 1/1,000 of a Series A Preferred Share

General

The following is a brief description of the terms of our depository shares, each representing 1/1,000 of a 4.5% Series A Cumulative Redeemable Preferred Share (“Series A Depository Shares”) which does not purport to be complete and is subject to and qualified in its entirety by reference to the provisions of the Deposit Agreement relating to the Series A Preferred Shares (the “Deposit Agreement”), which is included as an exhibit to the Annual Report on Form 10-K of which this Exhibit 4.2 is a part. Our Series A Depository Shares are listed on the New York Stock Exchange (“NYSE”) under the symbol “ADCPRA.”

The Series A Preferred Shares are deposited with Computershare Trust Company, N. A., as Depository (the “Preferred Shares Depository”), under a Deposit Agreement among the Company, the Preferred Shares Depository and the holders from time to time of the depository receipts (the “Depository Receipts”) issued by the Preferred Shares Depository under the Deposit Agreement. The Depository Receipts evidence the Series A Depository Shares. Each holder of a Depository Receipt evidencing a Series A Depository Share is entitled, proportionately, to all the rights and preferences of, and subject to all of the limitations of, the interest in the Series A Preferred Shares represented by the Series A Depository Share (including dividend, voting, redemption and liquidation rights and preferences).

Ownership Restrictions

For a discussion of ownership limitations that apply to the Series A Depository Shares, see “Description of Common Stock-Restrictions on Ownership and Transfer.”

Distributions

The Preferred Shares Depositary will distribute all cash distributions or other cash distributions received in respect of the Series A Preferred Shares to the record holders of Depositary Receipts in proportion to the number of Depositary Shares owned by such holders on the relevant record date, which will be the same date as the record date fixed by us for the Series A Preferred Shares. In the event that the calculation of such amount to be paid results in an amount which is a fraction of one cent, the amount the Preferred Shares Depositary shall distribute to such record holder shall be rounded to the next highest whole cent if such fraction of a cent is equal to or greater than \$0.005.

In the event of a distribution other than in cash, the Preferred Shares Depositary will distribute property received by it to the record holders of Depositary Receipts entitled thereto, in proportion, as nearly as may be practicable, to the number of Series A Depositary Shares owned by such holders on the relevant record date, unless the Preferred Shares Depositary determines (after consultation with us) that it is not feasible to make such distribution, in which case the Preferred Shares Depositary may (with our approval) adopt any other method for such distribution as it deems equitable and appropriate, including the sale of such property (at such place or places and upon such terms as it may deem equitable and appropriate) and distribution of the net proceeds from such sale to such holders.

Liquidation Preference

In the event of the liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, the holders of each Series A Depositary Share will be entitled to 1/1000th of the liquidation preference accorded each Series A Preferred Share.

Redemption

Whenever we redeem any Series A Preferred Shares held by the Preferred Shares Depositary, the Preferred Shares Depositary will redeem as of the same redemption date the number of Series A Depositary Shares representing the Series A Preferred Shares so redeemed. The Preferred Shares Depositary will publish a notice of redemption of the Series A Depositary Shares containing the same type of information and in the same manner as our notice of redemption and will mail the notice of redemption promptly upon receipt of such notice from us and not less than 30 nor more than 60 days prior to the date fixed for redemption of the Series A Preferred Shares and the Series A Depositary Shares to the record holders of the Depositary Receipts. In case less than all the outstanding Series A Depositary Shares are to be redeemed, the Series A Depositary Shares to be so redeemed shall be determined pro rata or by lot in a manner determined by the board of directors.

Voting

Promptly upon receipt of notice of any meeting at which the holders of the Series A Preferred Shares are entitled to vote, the Preferred Shares Depositary will mail the information contained in such notice of meeting to the record holders of the Depositary Receipts as of the record date for such meeting. Each such record holder of Depositary Receipts will be entitled to instruct the Preferred Shares Depositary as to the exercise of the voting rights pertaining to the number of Series A Preferred Shares represented by such record holder's Series A Depositary Shares. The Preferred Shares Depositary will endeavor, insofar as practicable, to vote such Series A Preferred Shares represented by such Series A Depositary Shares in accordance with such instructions, and we will agree to take all action which may be deemed necessary by the Preferred Shares Depositary in order to enable the Preferred Shares Depositary to do so. The Preferred Shares Depositary will abstain from voting any of the Series A Preferred Shares to the extent that it does not receive specific instructions from the holders of Depositary Receipts.

Withdrawal of Series A Preferred Shares

Upon surrender of Depositary Receipts at the principal office of the Preferred Shares Depositary, upon payment of any unpaid amount due the Preferred Shares Depositary, and subject to the terms of the Deposit Agreement, the owner of the Series A Depositary Shares evidenced thereby is entitled to delivery of the number of whole Series A Preferred Shares and all money and other property, if any, represented by such Series A Depositary Shares. Partial Series A Preferred Shares will not be issued. If the Depositary Receipts delivered by the holder evidence a number of Series A Depositary Shares in excess of the number of Series A Depositary Shares representing the number of whole Series A Preferred Shares to be withdrawn, the Preferred Shares Depositary will deliver to such holder at the same time a new Depositary Receipt evidencing such excess number of Series A Depositary Shares. Holders of Series A Preferred Shares thus withdrawn will not thereafter be entitled to deposit such shares under the Deposit Agreement or to receive Depositary Receipts evidencing Series A Depositary Shares therefor.

Amendment and Termination of Deposit Agreement

The form of Depositary Receipt evidencing the Series A Depositary Shares and any provision of the Deposit Agreement may at any time and from time to time be amended by agreement between us and the Preferred Shares Depositary. However, any amendment which materially and adversely alters the rights of the holders (other than any change in fees) of Series A Depositary Shares will not

be effective unless such amendment has been approved by the holders of at least a majority of the Series A Depositary Shares then outstanding. No such amendment may impair the right, subject to the terms of the Deposit Agreement, of any owner of any Series A Depositary Shares to surrender the Depositary Receipt evidencing such Series A Depositary Shares with instructions to the Preferred Shares Depositary to deliver to the holder the Series A Preferred Shares and all money and other property, if any, represented thereby, except in order to comply with mandatory provisions of applicable law. The Deposit Agreement may be terminated by us or the Preferred Shares Depositary only if (i) all outstanding Series A Depositary Shares have been redeemed or (ii) there has been a final distribution in respect of the Series A Preferred Shares in connection with any dissolution of the Company and such distribution has been made to all the holders of Series A Depositary Shares.

Charges of Preferred Shares Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay charges of the Preferred Shares Depositary in connection with the initial deposit of the Series A Preferred Shares and the initial issuance of the Series A Depositary Shares, and redemption of the Series A Preferred Shares and all withdrawals of Series A Preferred Shares by owners of Series A Depositary Shares. Holders of Depositary Receipts will pay transfer, income and other taxes and governmental charges and certain other charges as are provided in the Deposit Agreement to be for their accounts. In certain circumstances, the Preferred Shares Depositary may refuse to transfer Series A Depositary Shares, may withhold distributions and distributions and sell the Series A Depositary Shares evidenced by such Depositary Receipt if such charges are not paid.

Miscellaneous

The Preferred Shares Depositary will forward to the holders of Depositary Receipts all reports and communications from us which are delivered to the Preferred Shares Depositary and which we are required to furnish to the holders of the Series A Preferred Shares. In addition, the Preferred Shares Depositary will make available for inspection by holders of Depositary Receipts at the principal office of the Preferred Shares Depositary, and at such other places as it may from time to time deem advisable, any reports and communications received from the Company which are received by the Preferred Shares Depositary as the holder of Series A Preferred Shares.

Neither the Preferred Shares Depositary nor any Depositary's Agent (as defined in the Deposit Agreement), the Registrar (as defined in the Deposit Agreement) nor the Company assumes any obligation or will be subject to any liability under the Deposit Agreement to holders of Depositary Receipts other than for its gross negligence, willful misconduct or bad faith. Neither the Preferred Shares Depositary, any Depositary's Agent, the Registrar nor the Company will be liable if it is prevented or delayed by law or any circumstance beyond its control in performing its obligations under the Deposit Agreement. The Company and the Preferred Shares Depositary are not obligated to prosecute or defend any legal proceeding in respect of any Series A Depositary Shares, Depositary Receipts or Series A Preferred Shares unless reasonably satisfactory indemnity is furnished. The Company and the Preferred Shares Depositary may rely on written advice of counsel or accountants, on information provided by holders of Depositary Receipts or other persons believed in good faith to be competent to give such information and on documents believed to be genuine and to have been signed or presented by the proper party or parties.

Resignation and Removal of Preferred Shares Depositary

The Preferred Shares Depositary may resign at any time by delivering to us notice of its election to do so, and we may at any time remove the Preferred Shares Depositary, any such resignation or removal to take effect upon the appointment of a successor Preferred Shares Depositary and its acceptance of such appointment. Such successor Preferred Shares Depositary must be appointed within 60 days after delivery of the notice for resignation or removal and must be a bank or trust company having its principal office in the United States of America and having a combined capital and surplus of at least \$50,000,000.

Additional Classes and Series of Stock

Our board of directors is authorized to establish one or more classes and series of stock, including series of preferred stock, from time to time, and to establish the number of shares in each class or series and to fix the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of such class or series, without any further vote or action by the stockholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded. As of the date hereof, no shares of preferred stock or any class or series of capital stock other than common stock were issued or outstanding.

The issuance of additional classes or series of capital stock may have the effect of delaying, deferring or preventing a change in control of our company without further action of the stockholders. The issuance of additional classes or series of capital stock with voting and conversion rights may adversely affect the voting power of the holders of our capital stock, including the loss of voting control to others. The ability of our board of directors to authorize the issuance of additional classes or series of capital stock, while providing flexibility in connection with possible acquisitions or other corporate purposes, could have the effect of making it more

difficult for a third party to acquire, or of discouraging a third party from acquiring, a majority of our outstanding voting stock, even where such an acquisition may be beneficial to us or our stockholders. The issuance of additional classes or series of capital stock could also result in the reduction of the amount otherwise available for payments of dividends on our common stock; restrict the payment of dividends or making of distributions on, or the purchase or redemption of, our common stock; and restrict the rights of holders of our common stock to share in our assets upon liquidation until satisfaction of any liquidation preference granted to the holders of other classes or series of capital stock. Our board of directors may not classify or reclassify any authorized but unissued shares of our common stock into shares of our preferred stock or any class or series thereof.

Restrictions on Ownership and Transfer

See "Description of Common Stock - Restrictions on Ownership and Transfer" above for a discussion of the restrictions on ownership and transfer of shares of capital stock necessary for us to qualify as a REIT under the Code.

Certain Provisions of Maryland Law and our Charter and Bylaws

The following summary of certain provisions of the MGCL and of our Charter and Bylaws does not purport to be complete and is subject to and qualified in its entirety by reference to the MGCL and our Charter and Bylaws.

Classification of Board of Directors, Vacancies and Removal of Directors

Our board of directors is divided into three classes of directors, serving staggered three-year terms. At each annual meeting of stockholders, the class of directors to be elected at the meeting generally will be elected for a three-year term and the directors in the other two classes will continue in office. Subject to the rights of any class or series to elect directors, a director may only be removed for cause by the affirmative vote of the holders of 80% of our outstanding shares of common stock entitled to vote generally in the election of directors, voting together as a single class. We believe that the classified board will help to assure the continuity and stability of our board of directors and our business strategies and policies as determined by our board of directors. The use of a staggered board may delay or defer a change in control of us or the removal of incumbent management.

Our Charter and Bylaws provide that, subject to any rights of holders of preferred stock, and unless the board of directors otherwise determines, any vacancies may be filled by a vote of the stockholders or a majority of the remaining directors, though less than a quorum, except vacancies created by the increase in the number of directors, which only may be filled by a vote of the stockholders or a majority of the entire board of directors. In addition, our Charter and Bylaws provide that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, only a majority of the board of directors may increase or decrease the number of persons serving on the board of directors. These provisions could temporarily prevent stockholders from enlarging the board of directors and from filling the vacancies created by such removal with their own nominees.

Advance Notice Provisions for Stockholder Nominations and Stockholder Proposals

Our Charter and Bylaws establish an advance notice procedure for stockholders to make nominations of candidates for director or bring other business before an annual meeting of stockholders.

Our Bylaws provide that (i) only persons who are nominated by, or at the direction of, the board of directors, or by a stockholder who has given timely written notice containing specified information to our secretary prior to the meeting at which directors are to be elected, will be eligible for election as directors and (ii) at an annual meeting, only such business may be conducted as has been brought before the meeting by, or at the direction of, the board of directors or by a stockholder who has given timely written notice to our secretary of such stockholder's intention to bring such business before such meeting. In general, for notice of stockholder nominations or proposed business (other than business to be included in our proxy statement under SEC Rule 14a-8) to be conducted at an annual meeting to be timely, such notice must be received by us not less than 120 days nor more than 150 days prior to the first anniversary of the date of delivering of the notice for the previous year's annual meeting. Our Bylaws also establish similar advance notice procedures for stockholders to make nominations of candidates for director at a special meeting of stockholders at which directors are to be elected.

The purpose of requiring stockholders to give us advance notice of nominations and other business is to afford our board of directors a meaningful opportunity to consider the qualifications of the proposed nominees or the advisability of the other proposed business and, to the extent deemed necessary or desirable by our board of directors, to inform stockholders and make recommendations about such nominees or business, as well as to ensure an orderly procedure for conducting meetings of stockholders. Although our Charter and Bylaws do not give the board of directors power to block qualified stockholder nominations for the election of directors or proposal for action, they may have the effect of discouraging a stockholder from proposing nominees or business, precluding a contest for the election of directors or the consideration of stockholder proposals if procedural requirements are not met.

and deterring third parties from soliciting proxies for a non-management slate of directors or proposal, without regard to the merits of such slate or proposal.

Relevant Factors to be Considered by the Board of Directors

Our Charter provides that, in determining what is in our best interest in a business combination or certain change of control events, each of our directors shall consider the interests of our stockholders and, in his or her discretion, also may consider all relevant factors, including but not limited to (i) the interests of our employees, suppliers, creditors and tenants; and (ii) both the long-term and short-term interests of our company and our stockholders, including the possibility that these interests may be best served by the continued independence of our company. Pursuant to this provision, our board of directors may consider subjective factors affecting a proposal, including certain nonfinancial matters, and on the basis of these considerations may oppose a business combination or other transaction which, evaluated only in terms of its financial merits, might be attractive to some, or a majority, of our stockholders.

Business Combinations

Maryland law prohibits “business combinations” between us and an interested stockholder or an affiliate of an interested stockholder for five years after the most recent date on which the interested stockholder becomes an interested stockholder. These business combinations include a merger, consolidation, share exchange, or, in circumstances specified in the statute, an asset transfer or issuance or transfer of equity securities, liquidation plan or reclassification of equity securities. Maryland law defines an interested stockholder as:

- any person or entity who beneficially owns 10% or more of the voting power of our stock; or
- an affiliate or associate of ours who, at any time within the two-year period prior to the date in question, was the beneficial owner of 10% or more of the voting power of our then outstanding voting stock.

A person is not an interested stockholder if our board of directors approves in advance the transaction by which the person otherwise would have become an interested stockholder. However, in approving a transaction, our board of directors may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by our board of directors.

After the five-year prohibition, any business combination between us and an interested stockholder or an affiliate of an interested stockholder generally must be recommended by our board of directors and approved by the affirmative vote of at least:

- 80% of the votes entitled to be cast by holders of our then-outstanding shares of voting stock; and
- two-thirds of the votes entitled to be cast by holders of our voting stock other than stock held by the interested stockholder with whom or with whose affiliate the business combination is to be effected or stock held by an affiliate or associate of the interested stockholder.

These super-majority vote requirements do not apply if our common stockholders receive a minimum price, as defined under Maryland law, for their shares in the form of cash or other consideration in the same form as previously paid by the interested stockholder for its stock.

The statute permits various exemptions from its provisions, including business combinations that are approved or exempted by the board of directors before the time that the interested stockholder becomes an interested stockholder. Our board of directors has exempted from these provisions of the MGCL any business combination with Mr. Richard Agree or any other person acting in concert or as a group with Mr. Richard Agree.

Control Share Acquisitions

Maryland law provides that holders of “control shares” of a Maryland corporation acquired in a “control share acquisition” have no voting rights with respect to the control shares, except to the extent approved by a vote of two-thirds of the votes entitled to be cast on the matter. Shares owned by the acquiror or by officers or by directors who are our employees are excluded from the shares entitled to vote on the matter. “Control shares” are voting shares of stock that, if aggregated with all other shares of stock currently owned by the acquiring person, or in respect of which the acquiring person is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquiring person to exercise voting power in electing directors within one of the following ranges of voting power:

- one-tenth or more but less than one-third;
- one-third or more but less than a majority; or
- a majority or more of all voting power.

Control shares do not include shares the acquiring person is then entitled to vote as a result of having previously obtained stockholder approval. A “control share acquisition” means the acquisition of control shares, subject to certain exceptions. A person who has made or proposes to make a control share acquisition may compel our board of directors to call a special meeting of stockholders to be held within 50 days of demand to consider the voting rights of the shares. The right to compel the calling of a special meeting is subject to the satisfaction of certain conditions, including an undertaking to pay the expenses of the meeting. If no request for a meeting is made, we may present the question at any stockholders meeting.

If voting rights are not approved at the stockholders meeting or if the acquiring person does not deliver the statement required by Maryland law, then, subject to certain conditions and limitations, we may redeem any or all of the control shares, except those for which voting rights have previously been approved, for fair value. Fair value is determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquiror or of any meeting of stockholders at which the voting rights of the shares were considered and not approved. If voting rights for control shares are approved at a stockholders meeting and the acquiror becomes entitled to vote a majority of the shares entitled to vote, all other stockholders may exercise appraisal rights. The fair value of the shares for purposes of these appraisal rights may not be less than the highest price per share paid by the acquiror in the control share acquisition. The control share acquisition statute does not apply to shares acquired in a merger, consolidation or share exchange if we are a party to the transaction, nor does it apply to acquisitions approved by or exempted by our Charter or Bylaws.

Our Bylaws contain a provision exempting from the control share acquisition statute any acquisition by any person of shares of stock of the Company.

Maryland Unsolicited Takeovers Act

Subtitle 8 of Title 3 of the MGCL permits a Maryland corporation with a class of equity securities registered under the Exchange Act and at least three independent directors to elect to be subject, by provision in its charter or bylaws or a resolution of its board of directors and notwithstanding any contrary provision in the charter or bylaws, to any or all of five provisions:

- a classified board;
- a two-thirds vote requirement for removing a director;
- a requirement that the number of directors be fixed only by vote of directors;
- a requirement that a vacancy on the board be filled only by the remaining directors and for the remainder of the full term of the directorship in which the vacancy occurred; and
- a majority requirement for the calling of a special meeting of stockholders.

Through provisions in our Charter and Bylaws unrelated to Subtitle 8, we (1) have a classified board, (2) require an 80% vote for the removal of any director from the board, (3) vest in the board the exclusive power to fix the number of directorships and (4) provide that unless called by our chairman of our board of directors, our president or our board of directors, a special meeting of stockholders may only be called by our secretary upon the written request of the stockholders entitled to cast not less than a majority of all the votes entitled to be cast at the meeting who comply with the stockholder requested meeting provisions set forth in our Bylaws.

Limitation of Liability and Indemnification

The MGCL permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages, except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty established by a final judgment and which is material to the cause of action.

Our Charter contains such a provision that eliminates directors' and officers' liability to the maximum extent permitted by Maryland law. These limitations of liability do not apply to liabilities arising under the federal securities laws and do not generally affect the availability of equitable remedies such as injunctive relief or rescission.

Our present and former officers and directors are and will be indemnified under Maryland law and our Charter and Bylaws against certain liabilities. Our Charter and Bylaws require us to indemnify our directors and officers, and, without requiring a preliminary determination of the ultimate entitlement to indemnification, to pay to our directors and officers or reimburse reasonable expenses of our directors and officers in advance of the final disposition of a proceeding, in each case to the fullest extent permitted from time to time by the laws of the State of Maryland. We may, with the approval of our board of directors, provide such indemnification and advance for expenses to a person who served a predecessor of us as a director or officer and any employee or agent of ours or of a predecessor of ours.

Maryland law requires a corporation (unless its charter provides otherwise, which our Charter does not) to indemnify a director or officer who has been successful in the defense of any proceeding to which he or she is made, or threatened to be made, a party by reason of his or her service in that capacity. Maryland law permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made, or threatened to be made, a party by reason of their service in those or other capacities unless it is established that:

- the act or omission of the director or officer was material to the matter giving rise to the proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty;
- the director or officer actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful.

However, under Maryland law, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis of that personal benefit was improperly received, unless in either case a court orders indemnification and then only for expenses. In addition, Maryland law permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of:

- a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation; and
- a written undertaking by him or her on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

We maintain liability insurance for each director and officer for certain losses arising from claims or charges made against them while acting in their capacities as our directors or officers.

Insofar as the foregoing provisions permit indemnification of directors, executive officers or persons controlling us for liability arising under the Securities Act, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

**SUMMARY OF COMPENSATION FOR
THE BOARD OF DIRECTORS OF
AGREE REALTY CORPORATION**
(Effective as of December 12, 2025)

Annual Board Member Retainer:

<u>Non-Employee Director:</u>	\$210,000*
<u>Audit Committee Chair:</u>	\$25,000 (in addition to non-employee retainer)
<u>Lead Independent Director:</u>	\$30,000 (in addition to non-employee retainer)
<u>Compensation Committee Chair:</u>	\$20,000 (in addition to non-employee retainer)
<u>Nominating & Governance Committee Chair:</u>	\$20,000 (in addition to non-employee retainer)

*\$130,000 of the above amount is payable in restricted stock awards with one year vesting. The remaining amounts above are payable, at each director's election, either quarterly in cash or in additional restricted stock awards with one year vesting.

Other:

Directors traveling from outside the Royal Oak, Michigan area are reimbursed for all out-of-pocket expenses incurred in connection with attending meetings of the Board or any committees thereof.

Directors who are employees or officers of the Company do not receive any compensation for serving on the Board or any committees thereof.

**AGREE REALTY CORPORATION
2024 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK NOTICE**

This RESTRICTED STOCK NOTICE dated as of _____, 20__, sets forth the terms of a grant of Restricted Stock by Agree Realty Corporation, a Maryland corporation (the “Company”), to the Grantee named below.

WHEREAS, the Company has adopted the Agree Realty Corporation 2024 Omnibus Incentive Plan (the “Plan”) to provide incentives and awards to employees, directors and consultants of the Company and its Affiliates, by encouraging their ownership of stock and to aid the Company and its Affiliates in retaining such employees, directors and consultants, upon whose efforts the Company’s success and future growth depends, and attracting other such individuals; and

WHEREAS, the Committee has determined to grant to the Grantee an award of Restricted Stock (the “Award”) as provided herein to encourage the Grantee’s efforts toward the continuing success of the Company.

The Company grants to the Grantee an Award on the following terms and subject to the following conditions:

SECTION 1. Grant by the Company. This Award shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are hereby incorporated by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Award shall have the same definitions as set forth in the Plan.

AWARD SUMMARY

Name of Grantee: _____

Number of Shares of Restricted Stock: _____

Share Price at Grant Date: _____

Grant Date: _____, 20____

SECTION 2. Issuance of Restricted Stock.

2.1 As soon as practicable after receipt from the Grantee of this executed Award, the Company shall issue in the name of the Grantee book entry shares or stock certificates representing the total number of shares of Restricted Stock, and any such certificates shall remain in the possession of the Company until the Restricted Stock represented thereby is free of the restrictions set forth in Section 3 hereof.

SECTION 3. Restrictions.

3.1 The Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of prior to the applicable Expiration Date as provided in Section 3.2 hereof.

3.2 Unless terminated earlier pursuant to Section 4 hereof, the restrictions set forth in Section 3.1 hereof shall expire on the first anniversary of _____ (the “Expiration Date”). As soon as practicable after the Expiration Date, the Company shall either (i) deliver certificate(s) representing the shares of Common Stock no longer subject to the restrictions set forth in Section 3.1 as of such Expiration Date to the Grantee or its designee (and such certificate shall be registered in the name of the Grantee), (ii) have the appropriate number of shares of Common Stock credited to the Grantee in book-entry form, or (iii) have the shares of Common Stock held pursuant to instructions provided by the Grantee.

SECTION 4. Termination. Except as determined by the Committee at any time, upon the Grantee ceasing to be a director of the Company for any reason (other than death) through the Expiration Date, the restrictions set forth in Section 3.1 shall lapse as to the number of Restricted Stock based on the number of days starting with the date set forth in Section 3.2 above (the “Start Date”) through the date such Grantee ceases to be a director of the Company (the “Termination Date”) and the number of days starting on the Start Date through the Expiration Date. As soon as practicable after the Termination Date, shares of Common Stock shall be issued in accordance with Section 3.2 above. All other Restricted Stock shall be forfeited by the Grantee to the Company without the payment of any consideration by the Company as of the Termination Date. Upon forfeiture, the Company shall cancel, or cause the transfer agent to cancel, the stock certificate or book-entry relating to the forfeited Restricted Stock. Notwithstanding the foregoing, all Restricted Stock shall cease to be subject to forfeiture under this Section 4 (and shall cease to be subject to the restrictions set forth in Section 3.1) in the event the Grantee ceases to be a director of the Company on account of the Grantee’s death.

SECTION 5. Construction. This Award is made and granted pursuant to the Plan and is in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Award and the terms of the Plan, the terms of the Plan shall be controlling. To the extent not prohibited by applicable law or the Plan, the terms of any employment, severance or change in control agreement between the Grantee and the Company shall supersede the terms and definitions under the Plan and this Award with respect to the Restricted Stock awarded hereunder. All decisions of the Committee with respect to any question or issue arising under the Plan or this Award shall be conclusive and binding on all persons having an interest in the Award.

SECTION 6. Transfer of Personal Data. The Grantee authorizes, agrees and unambiguously consents to the transmission by the Company (or any of its Affiliates) of any personal data information related to the Restricted Stock awarded under this Award for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Grantee.

SECTION 7. Compliance with Laws. The issuance of the Restricted Stock or unrestricted shares pursuant to this Award shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of

the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue the Restricted Stock or any of the shares pursuant to this Award if any such issuance would violate any such requirements.

SECTION 8. Notices. Any notice to be given to the Company hereunder shall be in writing and shall be addressed to the Company at 70 E. Long Lake Rd, Bloomfield Hills, MI 48304, attention: General Counsel, or at such other address as the Company may hereafter designate to the Grantee by written notice as provided herein. Any notice to be given to the Grantee hereunder shall be addressed to the Grantee at the address set forth beneath his signature hereto, or at such other address as he may hereafter designate to the Company by written notice as provided herein. Notices hereunder shall be deemed to have been duly given: (i) when personally delivered, (ii) three (3) days after having been mailed by registered or certified mail to the party entitled to receive the same, (iii) one (1) day after having been mailed by a nationally recognized overnight courier or (iv) upon receipt when sent by electronic transmission.

SECTION 9. Section 83(b) Election. The Grantee may make a timely Code section 83(b) election with respect to the portion of the Restricted Stock that are unvested as of the date of this Grant Date by filing the form attached hereto as Appendix A with the Internal Revenue Service within thirty (30) days following the Grant Date. If the Grantee decides to file a Code section 83(b) election in respect of the Grantee's Restricted Stock, the Grantee must provide the Company with a copy of such Code section 83(b) election simultaneously with filing it with the Internal Revenue Service. The Grantee should consult with and rely upon the advice of the Grantee's personal tax advisor regarding whether or not it is appropriate for the Grantee to make a Code section 83(b) election in respect of the Grantee's Restricted Stock. In no event shall the Company have any liability or obligation with respect to the making of or failure to make any such Code Section 83(b) election.

SECTION 10. Entire Statement of Award. This Award and the terms and conditions of the Plan constitute the entire understanding between the Grantee and the Company and its Affiliates, and, except as set forth in Section 6, supersede all other agreements, whether written or oral, with respect to the Award.

SECTION 11. Resolution of Disputes. Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Award shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee, the Grantee's heirs, executors, administrators and successors, and the Company and its Affiliates for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has executed this Award as of _____.

AGREE REALTY CORPORATION

By: _____

Joey Agree

Title: President and Chief Executive Officer

APPENDIX A

**AGREE REALTY CORPORATION
2024 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT**

This RESTRICTED STOCK AGREEMENT dated as of _____, 20__, sets forth the terms of a grant of Restricted Stock by Agree Realty Corporation, a Maryland corporation (the “Company”), to the Grantee named below.

WHEREAS, the Company has adopted the Agree Realty Corporation 2024 Omnibus Incentive Plan (the “Plan”) to provide incentives and awards to employees, directors and consultants of the Company and its Affiliates, by encouraging their ownership of stock and to aid the Company and its Affiliates in retaining such employees, directors and consultants, upon whose efforts the Company’s success and future growth depends, and attracting other such individuals; and

WHEREAS, the Committee has determined to grant to the Grantee an award of Restricted Stock (the “Award”) as provided herein to encourage the Grantee’s efforts toward the continuing success of the Company.

The Company grants to the Grantee an Award on the following terms and subject to the following conditions:

SECTION 1. Grant by the Company. This Award shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are hereby incorporated by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Award shall have the same definitions as set forth in the Plan.

AWARD SUMMARY

Name of Grantee: _____

Number of Shares of Restricted Stock: _____

Grant Date: _____, 20__

SECTION 2. Issuance of Restricted Stock.

2.1 As soon as practicable after receipt from the Grantee of this executed Award, the Company shall issue in the name of the Grantee book entry shares or three stock certificates each representing one-third of the total number of shares of Restricted Stock, each of which certificates shall remain in the possession of the Company until the Restricted Stock represented thereby is free of the restrictions set forth in Section 3 hereof.

2.2 In accordance with Section 13 of the Plan, the number of shares of Restricted Stock shall be proportionately adjusted by the Committee in the event of any reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering, or any other change in the corporate structure or shares of the Company.

SECTION 3. Restrictions.

3.1 The Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of prior to the applicable Expiration Date as provided in Section 3.2 hereof.

3.2 Unless terminated earlier pursuant to Section 4 hereof, the restrictions set forth in Section 3.1 hereof shall expire with respect to one-third of the total number of shares of Restricted Stock on each of the first, second, and third anniversaries of _____ (the “Expiration Dates”). As soon as practicable after each Expiration Date, the Company shall either (i) deliver certificate(s) representing the shares of Common Stock no longer subject to the restrictions set forth in Section 3.1 as of such Expiration Date to the Grantee or its designee (and such certificate shall be registered in the name of the Grantee), (ii) have the appropriate number of shares of Common Stock credited to the Grantee in book-entry form, or (iii) have the shares of Common Stock held pursuant to instructions provided by the Grantee.

SECTION 4. Termination. Except as determined by the Committee at any time, upon the failure of the Grantee to be employed by the Company or any of its Affiliates for any reason other than death, all Restricted Stock which at such time remains subject to the restrictions set forth in Section 3.1 shall be forfeited by the Grantee to the Company without the payment of any consideration by the Company. Upon forfeiture, the Company shall cancel, or cause the transfer agent to cancel, the stock certificate or book-entry relating to the forfeited Restricted Stock. Notwithstanding the foregoing, all Restricted Stock shall cease to be subject to forfeiture under this Section 4 (and shall cease to be subject to the restrictions set forth in Section 3.1) in the event of termination of the Grantee’s employment with the Company or any of its Affiliates on account of the Grantee’s death.

SECTION 5. Registration and Transfer. The Company currently has an effective registration statement on file with the Securities and Exchange Commission with respect to the shares of Common Stock subject to this Award. The Company intends to maintain this registration but has no obligation to do so. If the registration ceases to be effective, the Grantee will not be able to transfer or sell shares issued pursuant to this Award unless exemptions from registration under applicable securities laws are available. Such exemptions from registration are very limited and might be unavailable. The Grantee agrees that any resale by him or her of the shares of Common Stock issued pursuant to this Award will comply in all respects with the requirements of all applicable securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act of 1933, as amended (the “Securities Act”), the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the respective rules and regulations promulgated thereunder) and any other law, rule, or regulation applicable thereto, as such laws, rules, and regulations may be amended from time to time. The Company will not be obligated to either issue the shares or permit the resale of any shares if such issuance or resale would violate any such requirements. Grantee further agrees that the Company may place a legend upon each certificate representing the Restricted Stock acquired hereunder, which legend will refer to the restrictions on transferability contained or referred to herein.

SECTION 6. Construction. This Award is made and granted pursuant to the Plan and is in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Award and the terms of the Plan, the terms of the Plan shall be controlling. To the extent not prohibited by applicable law or the Plan, the terms of any employment, severance or change in control agreement between the Grantee and the Company shall supersede the terms and definitions under the Plan and this Award with respect to the Restricted Stock awarded hereunder. All decisions of the Committee with respect to any question or issue arising under the Plan or this Award shall be conclusive and binding on all persons having an interest in the Award.

SECTION 7. Withholding Obligations. The Grantee hereby authorizes withholding from payroll and any other amounts payable to Grantee by the Company or any of its affiliates, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any of its affiliates that may arise in connection with the grant of the Restricted Stock, the lapse in respect of the Restricted Stock or the restrictions set forth in Section 3.1 or the forfeiture condition set forth in Section 4, or the payment of dividends on the Restricted Stock. Grantee will not be entitled to receive, and neither

the Company nor any of its affiliates will have any obligation to issue, a certificate for any shares of Common Stock subject to this Award unless and until the tax withholding obligations of the Company and/or any of its affiliate are satisfied.

SECTION 8. Transfer of Personal Data. The Grantee authorizes, agrees and unambiguously consents to the transmission by the Company (or any of its Affiliates) of any personal data information related to the Restricted Stock awarded under this Award for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Grantee.

SECTION 9. Compliance with Laws. The issuance of the Restricted Stock or unrestricted shares pursuant to this Award shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue the Restricted Stock or any of the shares pursuant to this Award if any such issuance would violate any such requirements.

SECTION 10. Notices. Any notice to be given to the Company hereunder shall be in writing and shall be addressed to the Company at 32301 Woodward Avenue, Royal Oak, MI 48073, attention: General Counsel, or at such other address as the Company may hereafter designate to the Grantee by written notice as provided herein. Any notice to be given to the Grantee hereunder shall be addressed to the Grantee at the address on record with the Company, or at such other address as he may hereafter designate to the Company by written notice as provided herein. Notices hereunder shall be deemed to have been duly given: (i) when personally delivered, (ii) three (3) days after having been mailed by registered or certified mail to the party entitled to receive the same, (iii) one (1) day after having been mailed by a nationally recognized overnight courier or (iv) upon receipt when sent by electronic transmission.

SECTION 11. Successors and Assigns. This Award shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company and the Grantee's heirs and representatives of his estate.

SECTION 12. Section 83(b) Election. The Grantee may make a timely Code section 83(b) election with respect to the portion of the Restricted Stock that are unvested as of the date of this Grant Date by filing the form attached hereto as Appendix A with the Internal Revenue Service within thirty (30) days following the Grant Date. If the Grantee decides to file a Code section 83(b) election in respect of the Grantee's Restricted Stock, the Grantee must provide the Company with a copy of such Code section 83(b) election simultaneously with filing it with the Internal Revenue Service. The Grantee should consult with and rely upon the advice of the Grantee's personal tax advisor regarding whether or not it is appropriate for the Grantee to make a Code section 83(b) election in respect of the Grantee's Restricted Stock. In no event shall the Company have any liability or obligation with respect to the making of or failure to make any such Code Section 83(b) election.

SECTION 13. Entire Statement of Award. This Award and the terms and conditions of the Plan constitute the entire understanding between the Grantee and the Company and its Affiliates, and, except as set forth in Section 6, supersede all other agreements, whether written or oral, with respect to the Award.

SECTION 14. Resolution of Disputes. Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Award shall be determined by the

Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee, the Grantee's heirs, executors, administrators and successors, and the Company and its Affiliates for all purposes.

APPENDIX A

55822150.4

PERFORMANCE UNIT AWARD NOTICE

Agree Realty Corporation

_____, 20____

THIS PERFORMANCE UNIT AWARD NOTICE, dated as of _____, 20____, sets forth the terms of a grant of performance units by Agree Realty Corporation, a Maryland corporation (the “Company”), to the Grantee named below.

WHEREAS, the Company has adopted the Agree Realty Corporation 2024 Omnibus Incentive Plan (the “Plan”) in order to enhance the ability of the Company to attract and retain highly qualified employees and to motivate those employees to improve the business results of the Company; and

WHEREAS, the Committee has determined to grant to the Grantee an award of Performance Units as provided herein to encourage the Grantee’s efforts toward the continuing success of the Company.

The Company grants to the Grantee an award on the following terms and subject to the following conditions:

1. **Grant by the Company.** The Company grants to the Grantee a Performance Award for Performance Units (the “Award”). Subject to the terms and conditions hereof, payment with respect to vested Awards shall be made entirely in the form of shares of Restricted Stock of the Company. This Award shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are hereby incorporated by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Award shall have the same definitions as set forth in the Plan.

AWARD SUMMARY

Name of Grantee: _____

Target Number of Performance Units: _____

Grant Date: _____, 20____

Performance Period: January 1, 20____ through December 31, 20____

2. **Performance Objective.** Performance Units shall be earned based on the achievement of (i) as to 50% of the Award, relative annualized Total Shareholder Return compared to the Total Shareholder Return during the Performance Period of the constituent companies comprising the MSCI US REIT index (the “MSCI Peer Group”) (where the Company is considered part of the peer group) and (ii) as to 50% of the Award, relative annualized Total Shareholder Return compared to the Total Shareholder Return of designated peer companies over the Performance Period as provided on the attached Appendix A (the “TSR Peer Group”) (where the Company is considered to be part of the peer set) with the result expressed as a percentile. “Performance Period” shall be defined as the period from January 1, 20__ through December 31, 20__. “Total Shareholder Return” shall be defined as the increase in value of a fixed amount invested in the common shares of an entity, taking into account both stock price appreciation and dividends or other distributions, during the Performance Period (dividends are calculated as if they are reinvested in a company’s stock as of the ex-dividend date based on such date’s closing stock price). In determining the value of shares at the beginning and end of the Performance Period, the Committee shall use the average closing price for the twenty (20) trading days ending on the beginning and end of the Performance Period. The applicable MSCI and TSR Peer Groups for the Performance Period shall be the group of publically traded REITs listed on the attached Appendix A.

3. **Peer Group Adjustments.** Any company in the MSCI Peer Group or the TSR Peer Group that files for bankruptcy protection shall be placed at the bottom of the applicable Peer Group. Any company in the MSCI Peer Group or the TSR Peer Group that is acquired and is no longer separately trading will be excluded from the applicable Peer Group, and the size of the applicable Peer Group will be reduced by one. No changes to the MSCI Peer Group or the TSR Peer Group will be made as a result of an acquisition or divestiture by a company in the applicable Peer Group of a portion of its business, as such events are generally considered to be part of the ordinary course of business; however, in the instance where a peer company has entered an agreement to be acquired and such transaction has not yet been consummated at the end of the performance period, such peer company will be excluded from results as if it had already been acquired.

4. **Determination of Award and Notice.** As soon as possible after the end of the Performance Period, but in no event later than March 15 of the year following the end of the Performance Period, the Compensation Committee of the Board of Directors (the “Committee”) will certify in writing whether and to what extent the performance measures have been achieved for the Performance Period and determine the number of shares of Restricted Stock, if any, to be issued to the Grantee in accordance with the matrix set forth in Appendix A; provided, that, if the Committee certifies that the performance measures have been met, the Committee may, in its sole discretion, reduce the number of shares to be issued to the Grantee with respect to the Award. The date of the Committee’s certification pursuant to this Section 4 shall hereinafter be referred to as the “Certification Date.” The Company will notify the Grantee of the Committee’s certification promptly following the Certification Date. Any Restricted Stock earned shall vest following the end of the Performance Period on the Certification Date, in accordance with the Company’s standard form of restricted stock award agreement.
5. **Forfeiture of Award Prior to Vesting Date.** Except as provided by the Committee, the Grantee will not be entitled to any issuance of shares with respect to the Award if the Grantee is not, for any reason, employed by the Company or an Affiliate of the Company on the Certification Date.
6. **Change in Control.** In the event of a Change in Control where such Performance Award is not assumed or substituted by the successor/acquirer company, such Performance Award shall vest at the greater of target or actual performance through the date of the Change in Control. In the event such Performance Award is assumed or substituted by the successor/acquirer company, such Performance Award shall be immediately converted into Restricted Stock Units, the number of which shall be determined at the greater of target or actual performance through the date of the Change in Control (or as near to this date as practicable). Such Restricted Stock Units or substitute award shall maintain the original vesting date of such underlying Performance Award. Notwithstanding any other provision of this Agreement to the contrary, in the event that the Grantee is terminated without Cause or terminates with Good Reason (as defined below) within twenty four (24) months following the Change in Control, such Restricted Stock Units or substitute award shall become fully vested and all applicable restrictions shall immediately lapse.

For purposes of this Award, “Good Reason” shall mean, without Grantee’s consent, (i) a material and adverse change in Grantee’s title or (ii) a material reduction in Grantee’s base salary; provided that, prior to terminating employment for Good Reason, Grantee must provide written notice to the Company within thirty (30) days after the initial existence of the condition constituting Good Reason and provide the Company a period of thirty (30) days to remedy such condition; and provided further that if the Company fails to cure such condition, the Grantee must resign Grantee’s employment within thirty

(30) days following the Company's failure to remedy the condition constituting Good Reason.

7. **No Rights as a Shareholder.** Prior to any issuance of shares, the Grantee shall not at any time have any rights as a shareholder with respect to any Award. No dividends (or dividend equivalents) will be paid on any unearned Performance Units. Dividends on earned Performance Units shall accrue from the Grant Date until the Certification Date and shall be paid in the same time and manner as such Performance Units.
8. **No Right to Continued Employment.** Nothing in this Award or the Plan shall interfere with or limit in any way the right of the Company to terminate the Grantee's employment, nor confer upon the Grantee any right to continuance of employment by the Company or any Affiliate.
9. **Construction.** This Award is made and granted pursuant to the Plan and is in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Award and the terms of the Plan, the terms of the Plan shall be controlling. To the extent not prohibited by applicable law or the Plan, the terms of any employment, severance or change in control agreement between the Grantee and the Company shall supersede the terms and definitions under the 2024 Omnibus Incentive Plan and this Agreement with respect to the Performance Units awarded hereunder. All decisions of the Committee with respect to any question or issue arising under the Plan or this Award shall be conclusive and binding on all persons having an interest in the Award.
10. **Resolution of Disputes.** Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Award shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee, the Grantee's heirs, executors, administrators and successors, and the Company and its Affiliates for all purposes.
11. **Entire Statement of Award.** This Award and the terms and conditions of the Plan constitute the entire understanding between the Grantee and the Company and its Affiliates, and supersede all other agreements, whether written or oral, with respect to the Award.

12. **Successors and Assigns.** This Award shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company and the Grantee's heirs and representatives of his estate.
13. **Headings.** The headings of this Award are inserted for convenience only and do not constitute a part of this Award.
14. **Other Payments or Awards.** Nothing contained in this Award shall be deemed in any way to limit or restrict the Company from making any award or payment to the Grantee under any other plan, arrangement or understanding, whether now existing or hereafter in effect.
15. **Effect on Other Benefits.** In no event will the value, at any time, of the Performance Units or any other payment or right to payment under this Award be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other service providers to, the Company unless otherwise specifically provided for in such plan.
16. **Notices.** Any notice to be given to the Company hereunder shall be in writing and shall be addressed to the Company at 32301 Woodward Avenue, Royal Oak, MI 48073, attention: **[Chief Financial Officer]**, or at such other address as the Company may hereafter designate to the Grantee by written notice as provided herein. Any notice to be given to the Grantee hereunder shall be addressed to the Grantee at the address set forth beneath the Grantee's signature hereto, or at such other address as he may hereafter designate to the Company by written notice as provided herein. Notices hereunder shall be deemed to have been duly given: (i) when personally delivered, (ii) three (3) days after having been mailed by registered or certified mail to the party entitled to receive the same, (iii) one (1) day after having been mailed by a nationally recognized overnight courier or (iv) on the date sent by electronic mail transmission.
17. **Transfer of Personal Data.** The Grantee authorizes, agrees and unambiguously consents to the transmission by the Company of any personal data information related to the Performance Units awarded under this Award for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Grantee.

18. **Governing Law.** This Award shall be deemed to be a contract made under the laws of the State of Maryland and for all purposes shall be governed by, construed and enforced in accordance with the internal laws of said State, without giving effect to any choice of law or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the State of Maryland.
19. **Compliance with Laws.** The issuance of any shares pursuant to this Award shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue any shares pursuant to this Award if any such issuance would violate any such requirements.
20. **Code Section 409A.** The Award is intended to either be exempt from or to comply with Code Section 409A and shall be interpreted and administered consistent with that intent, provided, however, that the Company makes no representation regarding the status of the Award under Code Section 409A and the Company shall not be liable for any additional tax, interest or penalty that may be imposed upon the Grantee, or other damage that may be suffered by the Grantee, as a result of the Award being subject to and not in compliance with Code Section 409A. Each payment required to be made hereunder shall be treated as a separate and distinct payment for purposes of Code Section 409A. If (i) an amount owing to the Grantee hereunder constitutes nonqualified deferred compensation subject to Code Section 409A, (ii) the amount is considered to be payable to the Grantee as a result of the Grantee's "separation from service" with the Company and its Affiliates for purposes and within the meaning of Code Section 409A, and (iii) the Grantee is at the time of separation from service a "specified employee" of the Company and its Affiliates, then (notwithstanding any other provision hereof) the amount shall not be paid to the Grantee any earlier than the time when such amount may be paid to the Grantee without the Grantee being subject to liability for additional tax on such amount under Code Section 409A.

21.

Tax Withholding Obligation. If upon the Certification Date, any vesting date or other applicable date there shall be payable by the Company or an affiliate of the Company any statutory income and/or employment tax withholding, in the Company's discretion, then unless provided otherwise by the Company, such tax withholding obligations, if any, will be satisfied by the Company withholding a number of shares of Common Stock that would otherwise be vested under the Award in an amount that the Company determines has a fair market value sufficient to meet such tax withholding obligations, up to the maximum statutory withholding requirement. In the Company's discretion, it may require or permit reimbursement or payment of such tax withholding obligations by wire transfer, certified check, additional payroll withholding or other means acceptable to the Company and upon such terms and conditions as the Company may prescribe. The Company may also permit the Grantee to tender shares to the Company subsequent to receipt of such shares in respect of an Award. The Company is permitted to defer issuance of shares until reimbursement or payment by the Grantee to the Company or an affiliate of the Company of the amount of any such tax.

The Grantee is ultimately liable and responsible for all taxes owed by such Grantee in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant or issuance of the Performance Units or the subsequent sale of any of the shares underlying the Performance Units. The Company does not commit and is under no obligation to structure the Award program to reduce or eliminate the Participant's tax liability.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, ____.

AGREE REALTY CORPORATION

By: _____

Joey Agree

Title: President and Chief Executive Officer

Grantee:

Address:

Email:

APPENDIX A

*AGREE REALTY CORPORATION
32301 Woodward Avenue
Royal Oak, Michigan 48073*

February 6, 2026

Ms. Nicole Witteveen

Re: Letter Agreement of Employment for Nicole Witteveen (“Employee” or “You” or “Your”)

Dear Ms. Witteveen:

This Letter Agreement (“Letter Agreement”) sets forth the terms and conditions by which Agree Realty Corporation (“ADC” or the “Company”) continues to retain Your services.

Position:

You will serve as the Chief Operating Officer of the Company, reporting directly to Joel N. Agree, President and Chief Executive Officer of ADC. ADC has its sole and exclusive discretion to change, extend or to curtail the precise services and duties You are to perform.

Best Efforts:

All duties rendered by You for and on behalf of ADC shall be of the highest professional standards. You shall devote Your full time, energies, and talents to the success of ADC. You shall use Your best efforts to promote and shall during and after the expiration of this Letter Agreement, do nothing to reduce or injure the reputation of ADC. You must also comply with ADC’s stock ownership guidelines for similarly situated executives. If you are not in compliance with those guidelines, you may not sell or otherwise dispose of any shares of ADC stock owned by You until such time as you are in compliance with those guidelines.

Employment At-Will:

You agree to be an “at-will” employee and acknowledge that there is no guaranty that Your employment by ADC is for any period of time and that Your employment may be terminated for any reason whatsoever or for no reason and with or without cause. Upon Your separation from employment, regardless of reason, You shall be deemed to have automatically resigned from all elected and/or appointed positions with ADC and its affiliates.

Annual Base Salary:

Your current annual salary is \$446,000.00 payable in accordance with ADC’s normal payroll practices and subject to all required withholdings and deductions. The annual base salary may be adjusted in subsequent years as recommended by the Chief Executive Officer of ADC, subject to the Compensation Committee of the Board of Directors.

Incentive Compensation:

You will be eligible to receive an annual incentive award and a long-term incentive award, in each case subject to the performance hurdles determined by the Compensation Committee of the Company's Board of Directors and in accordance with ADC's existing programs for such awards. The long-term incentive compensation will be awarded in restricted stock and performance awards in accordance with the Company's 2024 Omnibus Incentive Plan. Incentive compensation amounts and performance hurdles for future years shall be determined by the Company in its sole discretion. Any such incentive compensation will be paid at the same time that similar incentive compensation is paid to other ADC executives. You must be employed with ADC on the payment date to be eligible to receive the incentive compensation payments.

Benefits:

You will be entitled to the same employee benefits, on generally the same terms, as those made available to other ADC employees at Your level.

Paid Time Off:

You will be entitled to paid time off in accordance with the Company's Paid Time Off policy.

Severance:

You will not be eligible for any severance upon a termination of employment with the Company except as set forth herein.

If Your employment is terminated without Cause (as defined below) due to or within one year following a Change in Control (as defined below), You will receive a cash amount equal to the sum of (i) 100% of Your current annual base salary, (ii) 100% of Your Annual Cash Incentive Award for the previous fiscal year and (iii) any Long-Term Incentive Compensation for the year in which the termination occurs will be considered earned at the target level and immediately vested. "Change in Control" shall have the same meaning as set forth in the ADC's 2024 Omnibus Incentive Plan. Notwithstanding the foregoing, there shall be no Change in Control severance in the event You are retained by a successor organization for one year substantially on the same terms as set forth herein.

If Your employment is terminated by ADC for Cause or by You without Good Reason, You will not be entitled to any severance payments, and You will forfeit any unvested securities of ADC.

If Your employment is terminated by the Company without Cause or by You with Good Reason, You will (i) receive a severance amount equal to 100% of Your annual base salary, (ii) be deemed to have vested in a pro rata portion of the restricted stock award that is part of your Incentive Compensation, including any restricted shares awarded at the end of a performance period, based on the number of completed years of service after the grant date, and (iii) be released from Your post-employment non-competition covenant set forth below.

Subject to the Delay Period, if required to comply with Section 409A, any severance payments shall be payable in equal semi-monthly installments over the twelve (12) month period following Your termination in accordance with ADC's normal payroll practices, on its standard payroll dates, and subject to all required withholdings and deductions. All of the foregoing severance entitlements shall be conditioned on (i) Your delivery, within thirty (30) days after Your last date of employment, of a signed and irrevocable release agreement in a form prepared by ADC and (ii) Your strict compliance with Your post-employment obligations. Subject to the Delay Period, if required to comply with Section 409A, the severance payments will commence on first payroll date occurring more than 60 days after the termination of Your employment, with the first payment covering the time period from the termination date through the payment date.

Cause:

For purposes of this Letter Agreement, “Cause” shall mean the occurrence of one or more of the following, as determined by ADC: (a) Your failure or refusal to observe or perform any term, covenant or provision of this Letter Agreement or any reasonably assigned duties requested by ADC; (b) a breach of Your fiduciary duties to Agree; (c) You being (i) under investigation by a government authority or by the Company, based on its reasonable suspicion, for committing, (ii) charged with, and/or (iii) convicted of, a felony or any other crime which might cause clients to question the business practices or reputation of ADC; (d) Your commission of any act of theft, embezzlement, fraud, dishonesty or disloyalty with respect to ADC; (e) Your use of alcohol in an unprofessional fashion, non-prescribed narcotics or contraband during working hours or on ADC premises; (f) Your engaging in insubordination or otherwise disruptive actions; or (g) Your inability to perform Your assigned job duties in an effective manner or to ADC’s reasonable satisfaction.

Good Reason

For purposes of this Letter Agreement, “Good Reason” shall mean, without Your consent, (i) a material and adverse change in Your title or (ii) a material reduction in Your base salary; provided that, prior to terminating employment for Good Reason, You must provide written notice to ADC within thirty (30) days after the initial existence of the condition constituting Good Reason and provide ADC a period of thirty (30) days to remedy such condition; and provided further that if ADC fails to cure such condition, You must resign Your employment within thirty (30) days following ADC’s failure to remedy the condition constituting Good Reason.

Confidentiality and Restrictive
Covenant Obligations:

(a) Confidential Information. The relationship with ADC will be one of trust and confidence and there will be available to You certain confidential and proprietary business and financial information, related trade secrets and proprietary information of ADC which includes, but may not be limited to, the records and information of ADC dealing with income, investments, investment or development opportunities, customer or tenant lists, rent rolls, project lists, investor lists, investor identities, investment returns, business strategies, business methods, business practices, services, financial information, leasing information, access codes, business strategies, all information contained in or on the computer hard drives and/or servers of ADC, customer or tenant contact information including telephone numbers, addresses and e-mail information, business methods, marketing methods, and other items relative thereto (herein collectively and individually referred to as the "Confidential Information"). The Confidential Information is an extremely valuable and important asset of ADC and the unauthorized use of the Confidential Information would cause irreparable economic and business injury to ADC. You shall hold the Confidential Information in strict confidence and in trust for ADC and, except in the good faith performance of Your job duties for ADC, shall not disclose, use or otherwise communicate, provide or reveal in any manner whatsoever any of the Confidential Information to any person or entity without the prior written consent of ADC. Upon termination of employment, You shall return to ADC, without demand from ADC, any Confidential Information disclosed or provided to You, including, but not limited to, all originals, copies, reproductions, notes, facsimiles, samples, models and products thereof, whether, the same is in digital or document form. The return of the Confidential Information shall also include but not be limited to the return of all the following items to ADC immediately upon the termination of employment: automobile, keys, calculators, tapes, clipboards, computers, computer programs, documents, customer and tenant lists, addresses, telephone numbers, computer discs, notebooks, drawings, manuals, and such or all other recorded, written or printed materials and supplies relating to research or business of the ADC. The Confidential Information, regardless of form, is, and shall always remain, the sole and exclusive property of ADC.

(b) Employees. During the term of Your employment with ADC and for a period of two (2) years following the termination of Your employment (“Period”), You shall not, directly, indirectly for Your own benefit or for the benefit of any other person, firm or business organization Solicit for purposes of employment or association any employee or agent of ADC, or induce any employee or agent of ADC to terminate such employment or association for purposes of becoming employed or associated elsewhere, or hire or otherwise engage any employee or agent of ADC as an employee of a business with whom You may be affiliated or permit such hiring to the extent You have the authority to prevent same, or otherwise interfere with the relationship between ADC and its employees and agents. For purposes of this Letter Agreement, an employee or agent shall mean an individual employed or retained by ADC during the term of this Letter Agreement and/or who terminates such association with ADC within a period of six (6) months either prior to or after Your termination hereunder. For purposes of this Letter Agreement, the phrase “Solicit” shall mean any contact, communication, dialogue or undertaking whether the same is initiated by You or by an investor, business prospect, referral source or employee of ADC.

(c) Business Prospects. During the Period, You shall not, directly, indirectly, for Your own benefit or for the benefit of any other person, firm or business organizations, Solicit for purposes of transacting business, any business prospect of ADC or induce any business prospect of ADC to terminate such association with ADC for proposes of transacting business elsewhere or becoming associated elsewhere or otherwise attempting to divert any business prospect from ADC, except where, (i) any firm or business organization for which You are subsequently employed, has an existing verifiable business relationship with such business prospect; and (ii) transacting business with such business prospect has no adverse effect on ADC; and (iii) You are not engaged in providing services or support to such business prospect during the Period. You shall prevent such solicitation to the extent You have authority to prevent same and shall otherwise not interfere with the relationship between ADC and its business prospects. For purposes of this Letter Agreement, the term “business prospects” shall mean any individual and/or business entity with whom ADC has undertaken to transact business or whom has been targeted for purposes of transacting business. For the avoidance of doubt, the term “business prospects” shall not include third parties engaged in providing loans and investment capital.

(d) Non-Competition. You shall not, directly, indirectly, for Your own benefit or for the benefit of any other person, firm or business organizations, engage in the following activities: act as Chief Operating Officer (or in a similar capacity) for any triple net publicly-traded REIT for a period of two (2) years after the termination of your employment.

(e) Conduct. You shall not, directly, indirectly, for Your own benefit or for the benefit of any other person, firm or business organizations,

- (i) Advice. You shall during the term of Your employment with ADC and at all times after the termination of the relationship by either party with or without advance notice or Cause, remain available to advise and at all times after the termination of the relationship by either party with or without advance notice or Cause, You shall remain available to advise ADC in areas which include, but are not limited to assisting ADC with customer or business matters in which You were involved and advise ADC as to the status of various matters and follow up requirements related to tasks performed by You.
- (ii) No Disparagement. You shall not during the term of Your employment with ADC and at all times after the termination of the relationship by either party with or without advance notice or Cause, communicate, orally or in writing, or by any other matter whatsoever to any third party, any claim, remark, allegation, statement, opinion, innuendo, or information of any kind or nature whatsoever, the effect or intention of which is to cause embarrassment, damage or injury to the reputation or standing in the local, state, national, or international community of ADC, its officers, directors, shareholders, members or employees, whether any such communication is or may be true or founded in facts.
- (iii) Systems. You acknowledge and agree that You have no expectation of privacy with respect to ADCs telecommunications, networking, or information processing systems, (including, without limitation, stored company files, email messages, text messages, and voice messages) and that Your activities and any files or messages or use of any of those systems may be monitored and or intercepted at any time without notice and You consent to such monitoring and interception. You further agree that any property situated on ADC's premises and owned by ADC, including, disks, and other storage media, filing cabinets and other work areas is subject to inspection by ADC without notice.

(f) Interpretation. If the provisions of this Letter Agreement are deemed overly restrictive, the court having jurisdiction may alter such provisions to provide for the maximum protection of ADC which is deemed reasonable under State law. Notwithstanding the foregoing, You acknowledge that all of the provisions hereof are reasonable, and waive any defense on such basis. You further acknowledge and agree that the obligations set forth in this Section are independent of the other obligations of this Letter Agreement, such that they will remain in effect notwithstanding any claim of a prior breach of this Letter Agreement or any other agreement or obligation.

(g) Limitations. Nothing in this Letter Agreement shall prohibit You from participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency or pursuant to a lawfully issued subpoena, nor does anything herein preclude, prohibit, or otherwise limit, in any way, Your rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. Further, You acknowledge that under the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836(B), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is (i) made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Modification:

Provided such modifications are uniformly applied to similarly situated ADC executives, ADC has the right to and may unilaterally modify the terms and conditions of employment including, by way of illustration and not limitation, job descriptions, rules and regulations, benefit packages and compensation as it deems appropriate in its sole and exclusive discretion. All benefits packages, salary and incentive compensation awards shall be subject, on an annual basis, to the approval of the Compensation Committee of ADC.

Arbitration:

Except for as set forth below, the parties shall arbitrate any and all disputes relative to the employment relationship and/or termination from ADC that otherwise would be resolved by judicial or administrative proceeding or are in any way related to any alleged wrongful acts on the part of ADC or its employees, officers and/or directors, whether such disputes are based on alleged statutory violations or otherwise (i.e., age, race, gender, religion or any other form of protected class discrimination or harassment), contractual breaches or otherwise, exclusively through the Procedures and Policies of the American Arbitration Association, unless other procedures are agreed upon in writing between the parties. Venue for any such hearings shall be Oakland County, Michigan. All substantive rights provided under any applicable statute and/or law, the right to representation by counsel, an opportunity for reasonable discovery, a neutral arbitrator, a fair arbitral hearing, and a written arbitral award containing findings of facts and conclusions of law shall be available in the arbitration. You shall not disclose or announce to third parties, except Your attorneys and retained professionals, that the proceedings are taking place and You shall keep the nature and substance of the proceedings confidential and not disclose the same to third parties. The determination of the arbitrator shall be binding and final upon all parties. The award of the arbitrator may be filed with the Clerk of the Circuit Court for the County of Oakland, Michigan, and judgment may be rendered by the Court upon the arbitration award and execution may be issued upon the judgment. The cost for arbitration shall be split equally between ADC and You.

Limitations:

Any arbitration or judicial proceeding arising out of a dispute relative to Your employment, shall not be brought by You unless the same is commenced within the applicable statute of limitations or One Hundred Eighty (180) days following the incident giving rise to such dispute, whichever is shorter. If You fail to commence such a proceeding within such period, any rights You may have to prosecute such a claim shall be extinguished and terminated. In the event a court of competent jurisdiction determines this provision is overly restrictive, then the court having jurisdiction may alter such provision to that deemed reasonable under State law.

Enforcement:

Those portions of this Letter Agreement that, by their nature, survive the termination of this Letter Agreement shall remain enforceable and survive the expiration or termination of the employment relationship and shall not be deemed merged or extinguished by any act absent the specific written intention of the parties to do so. The undertakings contained herein relate to matters which are of a special, unique and extraordinary importance to ADC and, that without such covenants, ADC would be unwilling to employ You. A violation of any of the terms hereof would cause irreparable injury to ADC, the amount of which may be impossible to estimate or determine and which may not be compensated adequately. Notwithstanding the arbitration provision set for herein, ADC may, at its sole option and in its exclusive discretion, file an action in court seeking all available equitable and monetary remedies in the event of a breach or threatened breach of Your Confidentiality and Restrictive Covenant Obligations. In any action for injunctive relief or a restraining order, ADC shall not be obligated to post a bond or any security as a condition to obtain the issuance of a restraining order, injunction or other equitable relief.

Attorney Fees:

In the event that ADC should bring any action or claim arising out of this Letter Agreement against You, or You bring any action or claim against ADC, the prevailing party shall be entitled to any and all costs incurred in enforcing the terms of this Letter Agreement, including actual attorney fees, court costs, arbitrator costs and fees and all other costs associated with such action.

Section 409A:

This Letter Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”) or an exemption thereunder, and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provisions of this Letter Agreement, payments provided under this Letter Agreement may only be made upon an event, and in a manner, that complies with Section 409A or an applicable exemption. Any payment under this Letter Agreement that may be excluded from Section 409A shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Letter Agreement shall be treated as a separate payment. Any payment to be made under this Letter Agreement upon termination of employment shall only be made upon a “separation from service” under Section 409A. Notwithstanding the foregoing, ADC makes no representations that the payments and benefits provided under this Letter Agreement are exempt from or comply with Section 409A and in no event shall ADC be liable for any portion of any taxes, penalties, interest or other expenses that may be incurred by You on account of non-compliance with Section 409A. All reimbursements provided under this Letter Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements are subject to Section 409A, including, where applicable, the requirements that (i) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (ii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iii) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit. Notwithstanding any other payment date or schedule provided in this Letter Agreement to the contrary, if on the date of your separation from service You are a “specified employee” (within the meaning of Section 409A and the regulations thereunder), to the extent required under Section 409A any payment subject to Section 409A that is owing to You on account of and within six months after Your separation from service shall instead be made on the date which is the earlier of (i) the first Company payroll date after the six month anniversary of the date of Your separation from service or (ii) the first Company payroll date after Your death (the “Delay Period”); upon expiration of the Delay Period, all payments so delayed shall be paid to You in a lump sum, and all remaining payments due hereunder shall be paid to you on the normal payment dates set forth in this Letter Agreement.

Section 280G

If any payment or benefit (including payments and benefits pursuant to this Agreement) You would receive in connection with a Change in Control from the Company or otherwise (the “Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this paragraph, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Company shall pay only a part of the Payment so that You receive the largest payment possible without the imposition of the Excise Tax. If a reduced Payment is made, You shall have no rights to any additional payments and/or benefits constituting the Payment. Any reduction in payments as a result of this provision shall be made in the reverse chronological order in which such payments would otherwise be due.

Entire Agreement:

This Letter Agreement represents the entire agreement between You and ADC and supersedes and cancels any prior or contemporaneous arrangements, understandings or agreements, whether written or oral, by and between You and ADC relative to the subject matter hereof. Any amendments hereto shall be in writing and executed by both parties. In the event of a conflict between this Letter Agreement and any other agreement or plan including the agreement and plan attached hereto, this Letter Agreement shall govern and control.

Governing Law:

This Letter Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Michigan. Without limiting the applicability of the Arbitration provisions contained herein, exclusive venue and jurisdiction for resolution of all disputes shall lie with the state and/or federal courts having jurisdiction over Oakland County, Michigan, and the parties irrevocably submit to the personal jurisdiction of such courts.

Nicole, if You agree with the terms and conditions contained herein, please sign and return a copy of this Letter Agreement to the undersigned.

Very truly yours,

AGREE REALTY CORPORATION

By: /s/ Joel N. Agree

Joey Agree

Its: President & Chief Executive Officer

AGREED TO AND ACCEPTED BY:

NICOLE WITTEVEEN

/s/ Nicole Witteveen

(Employee Signature)

Date: 02/06/2026

**AGREE REALTY CORPORATION
INSIDER TRADING POLICY**

Introduction

For ease of use, references in this policy to the “Company” means Agree Realty Corporation, Agree Limited Partnership and their direct and indirect subsidiaries and affiliates.

U.S. federal securities laws prohibit the purchase or sale of securities of a company by persons in possession of material, nonpublic information about such company, or the disclosure of material nonpublic information about a company to another person who then trades in its securities (together referred to herein as “insider trading”). Insider trading violations are pursued vigorously by regulatory authorities and sanctions can be severe. Those subject to sanctions include the persons illegally trading, persons who tip material nonpublic information to other persons who illegally trade, and potentially companies and other controlling persons if they fail to take reasonable steps to prevent insider trading.

The Company recognizes that the Company’s directors (“Directors”), officers and other employees will invest in and hold securities of the Company and encourages them to do so as a long-term investment. However, in order to insulate the Company and such persons from sanctions for insider trading, as well as to prevent any appearance of improper conduct by any such persons, the Company has adopted this Insider Trading Policy.

1. Persons Subject to this Insider Trading Policy

This policy covers Directors, officers, and all other employees of the Company, as well as any other person having access to material nonpublic information of the Company, including any contractors or consultants to the Company. This policy also applies to the foregoing persons’ family members or others who reside with them, and any other persons or entities whose securities transactions are directed by the foregoing persons or subject to their influence or control. Collectively, these persons are referred to herein as “Covered Persons,” although not all of them are employed or engaged by the Company. **All Directors and employees of the Company (collectively, “Insiders”) are required to consult the Company’s General Counsel or Chief Financial Officer (“CFO”) prior to any and all trading in Company securities subject to this policy.**

This policy continues to apply to one’s transactions in Company securities even after he or she has terminated employment with the Company or no longer serves as a Director, until such time such person no longer has any material nonpublic information related to his or her employment with the Company or due to his or her service on the Company’s Board of Directors (the “Board”).

2. Policy Statement Generally

Except for the limited exceptions set forth below, any Covered Person who is aware of material nonpublic information relating to the Company may not, directly or indirectly through other persons or entities, (a) buy or sell Company securities or engage in any other action to take personal advantage of such information, or (b) provide such information, or recommend any transaction in Company securities, to any other persons or entities outside of the Company (including through “anonymous” communications through the internet or elsewhere). The Company also prohibits Covered Persons from engaging in transactions in Company securities for speculative purposes. See “5. Additional Prohibited Transactions” below.

In addition, all Covered Persons who learn of material nonpublic information about a company with which the Company does or may do business, including any tenants, prospective tenants or joint venture partners, in the course of working for the Company, may not trade in that company’s securities until the information becomes public or is no longer material. Any such material nonpublic information has been shared with the Company with the understanding that such information is only to be used to facilitate the relationship between the Company and the third party and may not be used for any other purpose. Employees are strictly prohibited from misappropriating any such material nonpublic information to trade in the securities of such third party or otherwise, and are obliged to keep all such information confidential, sharing it only as necessary to promote the mutual goals of the Company and such third party.

All Insiders must pre-clear all trading in Company securities in accordance with the procedures set forth in the “6. Pre-Clearance of All Trades by Insiders” section below.

3. Securities Transactions Subject to this Policy

Subject to the limited exceptions below, transactions in all Company securities are subject to this policy, including without limitation common stock, options and any other securities the Company may issue, such as preferred stock, notes, bonds and convertible securities, as well as derivative securities relating to any of the Company’s securities, whether or not issued by the Company. Transactions that may be necessary or justifiable for personal reasons, such as the need to raise money for an emergency expenditure, are not excepted from this policy.

a. Limited Exceptions

(i) Option Exercises

This policy does not apply generally to the exercise of an option, including a cashless exercise solely through the Company or the exercise of a tax withholding right to satisfy tax withholding requirements. However, this policy does apply to any sale of the stock received upon exercise of the option, including any deemed sale caused by an employee’s election to make a cashless exercise of his or her option through a broker, or any other market sale for the purpose of generating the cash necessary to pay the option exercise price.

(ii) 401(k) Plan

The trading restrictions of this policy do not apply to investing 401(k) plan contributions in a Company stock fund, if any, in accordance with the terms of Company 401(k) plan, if any.

However, any changes in your investment election regarding the Company's stock, if any, are subject to trading restrictions under this policy.

(iii) Conversion of Limited Partnership Units

This policy does not cover the conversion of limited partnership units into shares of Company common stock. Please note that the Company common stock received in such conversion is subject to this policy.

b. Rule 10b5-1 Plan Exception

(i) Overview

SEC Rule 10b5-1 ("Rule 10b5-1") protects Directors, officers and employees from insider trading liability under Rule 10b5-1 for transactions under a previously established contract, plan or instruction to trade the Company's stock (a "Trading Plan") entered into in good faith (and acted on in good faith for the duration of the Trading Plan) and in accordance with the terms of Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all applicable state laws and shall be exempt from the trading restrictions set forth in this policy. Persons subject to this policy are not allowed to enter into "non-Rule 10b5-1 trading arrangements" (as defined in Regulation S-K Item 408(c)) unless otherwise approved in advance by the General Counsel or CFO.

The initiation of, and any modification to, any such Trading Plan will be deemed to be a transaction in the Company's securities, and such initiation or modification is subject to all limitations and prohibitions of transactions involving the Company's securities. Each such Trading Plan, and any modification thereof, shall be submitted to and pre-approved by the General Counsel or CFO, or such other person as the Board may designate from time to time (the "Authorizing Officer"), who may impose such conditions on the implementation and operation of the Trading Plan as the Authorizing Officer deems necessary or advisable. Without limiting the generality of the foregoing, the Authorizing Officer may prescribe certain forms of Trading Plans to which each Trading Plan must conform. The Authorizing Officer may also require that Trading Plans be arranged with a specified broker. However, compliance of the Trading Plan to the terms of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, not the Company or the Authorizing Officer.

Rule 10b5-1 presents an opportunity for insiders to establish arrangements to sell (or purchase) the Company's stock without the restrictions of windows and blackout periods even when there is undisclosed material information (subject to the cooling-off period described below). A Trading Plan might also help reduce negative publicity that may result when key executives sell the Company's stock. Rule 10b5-1 only provides an "affirmative defense" in the event there is an insider-trading lawsuit. It does not prevent someone from bringing a lawsuit.

A Director, officer and employee may enter into a Trading Plan that outlines a pre-set plan for trading of the Company's stock, including the exercise of stock options only when he or she is not in possession of material, nonpublic information, and only during an open trading window period

outside of the blackout period and cooling-off period described below. Although transactions effected under a Trading Plan will not require further pre-clearance at the time of the trade, any transaction (including the quantity and price) made pursuant to a Trading Plan of a Section 16 reporting person must be reported to the Company promptly on the day of each trade to permit the Company's Section 16 filing coordinator to assist in the preparation and filing of a required Form 4, if applicable. Form 4 and Form 5 filers must also indicate by checkbox if a reported transaction was made under a plan that is intended to satisfy the "affirmative defense" conditions of Rule 10b5-1(c) and the date of the adoption of such plan.

From time to time, for legal or other reasons, the Authorizing Officer may direct that purchases and sales pursuant to any Trading Plan be suspended or discontinued. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this and result in a loss of the exemption set forth herein.

(ii) Prohibition Against Multiple, Overlapping Plans and Single Trade Plans

A person subject to this policy may only enter into one Trading Plan at a time, except in the case of the limited circumstances as follows:

- An eligible "sell-to-cover" Trading Plan where such plan authorizes an agent to sell only such securities as are necessary to satisfy tax withholding obligations arising exclusively from the vesting of a compensatory award, and the person subject to this policy does not otherwise exercise control over the timing of such sales. For the avoidance of doubt, this exception does not extend to sales incident to the exercise of option awards.
- A series of separate contracts with different broker-dealers or other agents acting on behalf of the person (other than the Company) to execute trades thereunder may be treated as a single Trading Plan, provided that the individual constituent contracts with each broker-dealer or other agent, when taken together as a whole, meet all of the applicable conditions of and remain collectively subject to the provisions of Rule 10b5-1, including that a modification of any individual contract acts as modification of the whole 10b5-1 Plan, as defined in Rule 10b5-1(c) (1)(iv). The substitution of a broker-dealer or other agent acting on behalf of the person (other than the Company) for another broker-dealer that is executing trades pursuant to a Trading Plan shall not be a "Plan Modification" as long as the purchase or sales instructions applicable to the substitute and substituted broker are identical with respect to the prices of securities to be purchased or sold, dates of the purchases or sales to be executed, and amount of securities to be purchased or sold.
- One later-commencing Trading Plan for purchases or sales of any securities of the Company on the open market under which trading is not authorized to begin until after all trades under the earlier-commencing Trading Plan are completed or expired without execution. However, the first trade under such later-commencing

Trading Plan must be scheduled after the cooling-off period that would be applicable to the later-commencing Trading Plan if the date of adoption of the later-commencing Trading Plan were deemed to be the date of termination of the earlier-commencing Trading Plan.

A person subject to this policy may not enter into a single-trade Trading Plan during a 12-month period immediately following the adoption of another single-trade Trading Plan, except for an eligible “sell-to-cover” Trading Plan where the plan authorizes an agent to sell only such securities as are necessary to satisfy tax withholding obligations arising exclusively from the vesting of a compensatory award, and the person subject to this policy does not otherwise exercise control over the timing of such sales.

(iii) Director and Officer Representations

Directors and officers must include a representation in their Trading Plan certifying, at the time of the adoption of a new or modified Trading Plan, that: (1) they are not aware of material nonpublic information about the Company or its securities; and (2) they are adopting the plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5.

(iv) Cooling-Off Period

Trades pursuant to a Trading Plan made by an executive officer or Director may occur at any time, subject to the following waiting period, whichever is later, (i) a 90 day waiting period after the adoption or material modification of the Trading Plan during which time no transactions under the Trading Plan can be made; or (ii) two business days following the Company’s disclosure of financial results in a Form 10-Q, Form 10-K, or Form 8-K for the fiscal quarter during which the plan was adopted or materially modified (in any event, subject to a maximum cooling-off period of 120 days following a plan adoption or modification) before any trading can commence under the adopted or modified Trading Plan.

Trades pursuant to a Trading Plan made by employees that are non-executive officers may occur at any time, subject to a 30 day waiting period after the adoption or material modification of the Trading Plan, during which time no transactions under the Trading Plan can be made.

Trading Plan modifications that do not change the sales or purchase prices or price ranges, the amount of securities to be sold or purchased, or the timing of transactions under a Trading Plan (such as an adjustment for stock splits or a change in account information) will not trigger a new cooling-off period.

(v) Please review the following description of how a Trading Plan works.

Pursuant to Rule 10b5-1, an individual’s purchase or sale of securities will not be “on the basis of” material nonpublic information if:

- First, before becoming aware of the information, the individual enters into a binding contract to purchase or sell the securities, provides instructions to another

person to sell the securities or adopts a written plan for trading the securities in good faith (i.e., the Trading Plan).

- Second, the Trading Plan must either:
 - specify the amount of securities to be purchased or sold, the price at which the securities are to be purchased or sold and the date on which the securities are to be purchased or sold;
 - include a written formula or computer program for determining the amount, price and date of the transactions; or
 - prohibit the individual from exercising any subsequent influence over the purchase or sale of the Company's stock under the Trading Plan in question.
- Third, the purchase or sale must occur pursuant to the Trading Plan and the individual must not enter into a corresponding hedging transaction or alter or deviate from the Trading Plan.

(vi) Revocation/Amendments to Trading Plans.

Revocation of Trading Plans (which includes terminations of Trading Plans) should occur only in unusual circumstances, and the effectiveness of any revocation of a Trading Plan will be subject to the prior review and approval of the Authorizing Officer. If an individual revokes a Trading Plan, then the individual may not enter into a new Trading Plan until 30 days after termination of the Trading Plan or such longer period as the Authorizing Officer may determine in his or her discretion. Such new Trading Plan can be executed only when the individual is not in possession of material nonpublic information, and during a trading window period outside of a blackout period. In addition, transactions pursuant to such new Trading Plan will be subject to the respective cooling-off period.

Each Trading Plan must contain provisions allowing the Company to revoke or suspend a Trading Plan. Circumstances under which Trading Plans may be revoked or suspended include the announcement of a merger or the occurrence of an event that would cause the transaction either to violate applicable law or to have an adverse effect on the Company. The Authorizing Officer or administrator of the Company's stock plans is authorized to notify the applicable broker in such circumstances.

Amendments to Trading Plans, which for these purposes would include any modifications to or voluntary suspensions of Trading Plans, should be made in only very limited circumstances and should be avoided if possible. Any amendment to a Trading Plan will be subject to the prior review and approval of the Authorizing Officer. Any amendment to a Trading Plan can be effected only when the individual is not in possession of material nonpublic information, and during a trading window period outside of a blackout period. In addition, transactions pursuant to such amended Trading Plan will be subject to the respective cooling-off period (or such longer

period as the Authorizing Officer may determine in his or her discretion) during which time no transactions under the amended Trading Plan can be made.

(vii) Discretionary Plans

Discretionary Trading Plans, where the discretion or control over trading is transferred to a broker, are permitted if (i) pre-approved by the Authorizing Officer, (ii) the officer, Director, or employee may not exercise influence over the broker's trading decisions and (iii) the broker may not be in possession of any Company material nonpublic information.

The Authorizing Officer of the Company must pre-approve any Trading Plan, arrangement or trading instructions, etc., involving potential sales or purchases of the Company's stock or stock option exercises, including but not limited to, blind trusts, or limit orders. The actual transactions effected pursuant to a pre-approved Trading Plan will not be subject to further pre-clearance for transactions in the Company's stock once the Trading Plan or other arrangement has been pre-approved.

(viii) Reporting (if required)

SEC Form 144 ("Form 144") will be filled out and filed by the individual/brokerage firm in accordance with the existing rules regarding Form 144 filings. A footnote at the bottom of the Form 144 should indicate that the trades "are in accordance with a Trading Plan that complies with Rule 10b5-1 and expires _____. For Section 16 reporting persons, Form 4s should be filed before the end of the second business day following the date that the broker, dealer or plan administrator informs the individual that a transaction was executed, provided that the date of such notification is not later than the third business day following the trade date. A similar footnote should be placed at the bottom of the Form 4 as outlined above.

(ix) Stock Options

Cash exercise of stock options currently can be executed at any time. Sales of shares acquired upon exercise of stock options, however, are subject to the Company's trading windows.

(x) Trades Outside of a Trading Plan

During an open window, trades which differ from Trading Plan instructions that are already in place are allowed as long as the Trading Plan continues to be followed.

The Trading Plans do not exempt the Section 16 reporting person from the Section 16 six month short-swing profit rules or liability.

(xi) Disclosures

The Company will make quarterly disclosures regarding the adoption, material modification and termination of Trading Plans and certain other written trading arrangements by the Company's Directors and officers for the trading of its securities, including the material terms (other than the pricing terms) of such arrangements. The Company will also make an annual disclosure in its annual reports or in the annual meeting proxy statement whether it has adopted insider trading

policies and procedures and include such policies in its Form 10-K. The Company will also provide certain tabular and narrative disclosures regarding awards of options close in time to the release of material nonpublic information and related policies and procedures. The Company may also make public announcements or respond to inquiries from the media as transactions are made under a Trading Plan.

4. **“Material Nonpublic Information”**

a. **Materiality**

Information is considered “material” if it is likely that a reasonable investor would consider it important in arriving at a decision to buy, sell or hold Company securities, whether such information is positive or negative. Examples of information that may be deemed material include, whether proposed, pending or having already occurred:

- a dividend increase or decrease, a change in dividend policy or the declaration of a dividend;
- the financial and operational results from a previously completed quarter or year;
- an earnings estimate;
- a change in or confirmation of a previously announced earnings estimate;
- a significant expansion or curtailment of operations;
- a significant increase or decrease in business;
- a merger, acquisition or disposition relating to significant asset(s);
- a borrowing outside the ordinary course or a significant change in the terms of debt;
- a tender offer;
- a securities offering or repurchase;
- a regulatory or litigation proceeding;
- a liquidity change;
- changes in debt ratings;
- award or loss of a significant customer;
- major changes in accounting methods or policies; or
- a significant change in management.

This list is not exhaustive; other types of information may be material at any particular time, depending on the circumstances. Keep in mind that any review of a person's transactions will be completed after the fact, with the benefit of hindsight. If a Covered Person is unsure whether information is material, he or she should consult the Company's General Counsel or CFO before making any decision to disclose such information (other than to persons who need to know it) or to trade in or recommend securities to which that information relates, or assume that the information is material.

b. Nonpublic Information

Nonpublic information means that such information has not been broadly disclosed to the marketplace, such as by press release or a filing with the Securities and Exchange Commission ("SEC"), and/or the investing public has not had time to absorb the information fully. Nonpublic information may include:

- information available to a select group of persons subject to confidentiality obligations to the Company;
- undisclosed facts that are the subject of rumors, even if the rumors are widely circulated; and
- information that has been entrusted to the Company on a confidential basis until a public announcement of the information has been made and enough time has elapsed for the market to respond to a public announcement of the information.

The amount of elapsed time that is sufficient will vary depending upon the nature and significance of the information. Generally, waiting until after the first full trading day following the day the information is released should allow the market sufficient time to assimilate newly disclosed information. If, for example, the Company were to make an announcement of previously nonpublic, material information prior to the opening of regular trading hours (i.e., before 9:30 am ET) on a Monday, Covered Persons should not trade in the Company's securities until Tuesday. If such an announcement were made during or after the opening of regular trading hours (i.e., on or after 9:30 am ET) on a Monday, Covered Persons should not trade in the Company's securities until Wednesday.

5. Additional Prohibited Transactions

a. Blackout Periods

All Covered Persons are prohibited from trading in Company securities during the following blackout periods, unless the Company's General Counsel or CFO determines otherwise:

- Trading in Company securities is prohibited during the period beginning on a day within the first fifteen days after the end of each fiscal quarter, as announced by the General Counsel or the CFO, and ending at 12:00 pm ET on the first trading day following the date the Company's financial results are publicly disclosed in its earnings release. During these periods, Covered Persons generally possess or

are presumed to possess material nonpublic information about the Company's financial results.

- From time to time, other types of material nonpublic information regarding the Company (such as negotiation of mergers, acquisitions or dispositions) may be pending and not be publicly disclosed. While such material nonpublic information is pending, the Company may impose special blackout periods during which Covered Persons are prohibited from trading in the Company's securities. If the Company imposes a special blackout period, it will notify the Covered Persons affected.

b. **Speculative Transactions**

In addition, the Company considers it improper and inappropriate for any Covered Person to engage in short-term or speculative transactions in Company securities. Therefore, Covered Persons may not engage in any of the following transactions:

- *Short Sales.* Short sales (a sale of securities which are not then owned) of Company securities evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in the Company or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of Company securities are prohibited by this policy. In addition, Section 16(c) of the Exchange Act prohibits Directors and executive officers from engaging in short sales.
- *Standing Orders.* Standing orders (except under approved Rule 10b5-1 plans, see above) that extend beyond the date the order is placed should not be used. The problem with purchases or sales resulting from standing instructions to a broker is that there is no control over the timing of the transaction. The broker could execute a transaction when a person is in possession of material nonpublic information.
- *Publicly Traded Options.* A transaction in options (other than options granted under a Company equity incentive plan) is, in effect, a bet on the short-term movement of Company stock and therefore creates the appearance that the Covered Person is trading based on inside information. Transactions in options also may focus the Covered Person's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities, on an exchange or in any other organized market, are prohibited by this policy.

- *Hedging Transactions.* Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow a Covered Person to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential for upside appreciation in the stock. These transactions allow for the Covered Person to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, the Covered Person may no longer have the same objectives as the Company or other Company shareholders. Therefore, these types of transactions are prohibited by this policy.
- *Margin Accounts and Pledges.* Securities held in a margin account may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company securities, Covered Persons are prohibited from holding Company securities in a margin account or pledging Company securities as collateral for a loan.
- *Other.* This policy prohibits the use of derivative securities to separate any financial interest in Company securities from the related voting rights. In addition, to prevent any appearance of improper conduct by any Covered Persons, this policy prohibits any transaction in Company securities where a reasonable investor would conclude that such transaction is for short-term gain or is speculative.

6. Pre-Clearance of all Trades by Insiders

To provide assistance in preventing inadvertent violations and avoiding even the appearance of an improper transaction (which could result, for example, where an officer engages in a trade while unaware of a pending major development), the Company has implemented the following procedure:

All transactions in the Company's securities (acquisitions, dispositions, transfers, etc.) by Insiders must be approved in advance by the Company's General Counsel or CFO. Unless revoked, a grant of permission will remain valid until the close of trading five business days following the day on which such permission was granted. If the transaction does not occur during the five-business day period, pre-clearance of the transaction must be re-requested. The Company's General Counsel or CFO may, if conditions warrant, rescind such permission at any time. In such case, the Company's General Counsel or CFO will use good faith efforts to immediately notify the Insider that permission has been revoked. Gifts are permitted to be made outside the window period, but only if such person obtains written confirmation that the recipient will not sell such securities prior to the next window period (in which case, such recipient may sell anytime thereafter) and such confirmation is provided to the Company's General Counsel or CFO in advance of such gift.

Occasionally, the Company may determine that “window periods” are unavailable or will be delayed, and such determination may or may not be communicated to Insiders. Therefore, even if the “window period” is open, Insiders must check with the Company’s General Counsel or CFO prior to any and all trading in Company securities subject to this policy.

See “3. Securities Transactions Subject to This Policy,” above, for a discussion of option exercises and transactions in any 401(k) Plan; to the extent the policy applies to such matters, such transactions can only occur during window periods.

7. Section 16 and Form 144 Rules Applicable to Directors and Certain Executive Officers

a. Section 16

(i) Short-Swing Profit Liability

Directors and certain of the Company’s executive officers (such persons, “Section 16 Covered Persons”) are subject to the provisions of Section 16 of the Exchange Act with respect to Company equity securities (including derivatives related thereto), which among other things, prohibits such persons from engaging in any non-exempt sale transaction within six months of any non-exempt purchase transaction. Section 16(b) of the Exchange Act creates a strict liability cause of action that enables the Company or other securityholders suing on behalf of the Company to force the Section 16 Covered Person to disgorge any profits realized from such transactions, known as “short-swing profits.” Short-swing profit liability does not require proof of possession of nonpublic information (material or otherwise), reliance on nonpublic information or intent to profit from using nonpublic information.

(ii) Changes in Ownership

Any change in a Section 16 Covered Person’s pecuniary interest, directly or indirectly (including one’s spouse, children and relatives sharing one’s household, as well as other entities such as trusts, corporations, and partnerships in which such person has an interest), in any Company equity securities (including derivatives related thereto) must be reported to the SEC on a Form 4 within two (2) business days of the change. Even a change in the nature of one’s ownership, e.g., from direct to indirect, must be reported, despite the fact that there is no net change. Although the Company’s CFO and outside counsel will assist reporting persons in preparing and filing the required reports, the reporting persons retain responsibility for the reports.

b. Form 144

Directors and executive officers who are subject to the provisions of Section 16 of the Exchange Act are also required to file a Form 144 with the SEC before making certain open market sales of Company securities. Form 144 notifies the SEC of one’s intent to sell such securities. This form is generally prepared and filed by one’s broker and is in addition to the Section 16 reports filed on such person’s behalf.

8. Enforcement

Any employee who violates this policy may be subject to disciplinary action, up to and including termination, and any such violation by any employee, Director or other Covered Person may expose the Company and the violator to both civil and criminal penalties under the law.

9. Responsibility

The CFO and General Counsel are responsible for the administration and monitoring for compliance of this policy.

Ultimately, the responsibility for adhering to this policy and avoiding unlawful transactions (or the appearance of unlawful transactions) rests with each individual.

Adopted: September 4, 2019

Amended: December 6, 2024 and December 12, 2025

AGREE REALTY CORPORATION**Subsidiaries of the Registrant as of December 31, 2025**

Guarantor	Jurisdiction of Organization
Agree Limited Partnership	Delaware
1301 N 77 Sunshine LLC	Illinois
ADC Express, LLC	Michigan
Agree 117 Mission, LLC	Michigan
Agree 2016, LLC	Delaware
Agree Absecon Urban Renewal, LLC	New Jersey
Agree Beecher, LLC	Michigan
Agree Bristol & Fenton Project, LLC	Michigan
Agree Central, LLC	Delaware
Agree Chapel Hill NC, LLC	Delaware
Agree Columbia SC, LLC	Delaware
Agree Construction Management, LLC	Delaware
Agree Convenience No. 1, LLC	Delaware
Agree Corunna, LLC	Michigan
Agree CW, LLC	Delaware
Agree Dallas Forest Drive, LLC	Texas
Agree Development, LLC	Delaware
Agree DT Jacksonville NC, LLC	Delaware
Agree Farmington NM, LLC	Delaware
Agree Fort Walton Beach, LLC	Florida
Agree Grandview Heights OH, LLC	Delaware
Agree Greenwich CT, LLC	Delaware
Agree Land East, LLC	Delaware
Agree Land West, LLC	Delaware
Agree Lebanon NH, LLC	Delaware
Agree Littleton CO, LLC	Delaware
Agree M-59, LLC	Michigan
Agree Madison AL, LLC	Michigan
Agree Marietta, LLC	Georgia
Agree MCW, LLC	Delaware
Agree Mena AR, LLC	Delaware
Agree NJ, LLC	Delaware
Agree Onaway MI, LLC	Delaware
Agree Orange CT, LLC	Delaware
Agree Oxford Commons AL, LLC	Delaware
Agree Paterson NJ, LLC	Delaware
Agree Portfolio, LLC	Delaware
Agree Realty Services, LLC	Delaware
Agree Realty South-East, LLC	Michigan
Agree Roseville CA, LLC	California
Agree SB, LLC	Delaware
Agree Secaucus NJ, LLC	Delaware
Agree Shelf ES PA, LLC	Delaware
Agree Shelf PA, LLC	Delaware
Agree Southfield, LLC	Michigan
Agree Spring Grove, LLC	Illinois
Agree St Petersburg, LLC	Florida
Agree Stores, LLC	Delaware

Agree Tallahassee, LLC	Florida
Agree TK, LLC	Delaware
Agree Walker, LLC	Michigan
Agree Wawa Baltimore, LLC	Maryland
Agree Wilmington, LLC	North Carolina
AR Land CA, LLC	Delaware
AR Land Central, LLC	Delaware
AR Land East, LLC	Delaware
AR Land West, LLC	Delaware
AR WTO, LLC	Delaware
BB Farmington NM, LLC	Delaware
DD 71, LLC	Delaware
DD Brownsville, LLC	North Carolina
DD Hempstead, LLC	North Carolina
DFP 71, LLC	Delaware
GW 64 th Cicero, LLC	Illinois
Lunacorp, LLC	Delaware
LSDW Derby CT, LLC	Delaware
Mt. Pleasant Shopping Center, L.L.C.	Michigan
Pachyderm Chattanooga TN, LLC	Delaware
Pachyderm Marietta GA, LLC	Delaware
Pachyderm Myrtle Beach SC, LLC	Delaware
Pachyderm Philadelphia PA, LLC	Delaware
Pachyderm Properties II, LLC	Delaware
Pachyderm Properties, LLC	Delaware
Pachyderm Riverdale GA, LLC	Delaware
Pachyderm Waite Park MN, LLC	Delaware
Paint PA, LLC	Delaware
Pipercorp, LLC	Delaware
Safari Properties II, LLC	Delaware

AGREE REALTY CORPORATION**List of Guarantor Subsidiaries**

The 2028, 2030, 2032, 2033, 2034 and 2035 Senior Unsecured Public Notes are fully and unconditionally guaranteed by Agree Realty Corporation and certain of the following wholly owned subsidiaries of the Operating Partnership as of February 10, 2026:

Guarantor	Jurisdiction of Organization
Agree 117 Mission, LLC	Michigan
Agree 2016, LLC	Delaware
Agree Absecon Urban Renewal, LLC	New Jersey
Agree Central, LLC	Delaware
Agree Chapel Hill NC, LLC	Delaware
Agree Columbia SC, LLC	Delaware
Agree Construction Management, LLC	Delaware
Agree Convenience No. 1, LLC	Delaware
Agree CW, LLC	Delaware
Agree Dallas Forest Drive, LLC	Texas
Agree DT Jacksonville NC, LLC	Delaware
Agree Farmington NM, LLC	Delaware
Agree Fort Walton Beach, LLC	Florida
Agree Grandview Heights OH, LLC	Delaware
Agree Greenwich CT, LLC	Delaware
Agree Land East, LLC	Delaware
Agree Land West, LLC	Delaware
Agree Lebanon NH, LLC	Delaware
Agree Littleton CO, LLC	Delaware
Agree Madison AL, LLC	Michigan
Agree Marietta, LLC	Georgia
Agree M-59, LLC	Michigan
Agree MCW, LLC	Delaware
Agree Mena AR, LLC	Delaware
Agree NJ, LLC	Delaware
Agree Onaway MI, LLC	Delaware
Agree Orange CT, LLC	Delaware
Agree Oxford Commons AL, LLC	Delaware
Agree Paterson NJ, LLC	Delaware
Agree Roseville CA, LLC	California
Agree SB, LLC	Delaware
Agree Secaucus NJ, LLC	Delaware
Agree Shelf ES PA, LLC	Delaware
Agree Shelf PA, LLC	Delaware
Agree Southfield, LLC	Michigan
Agree Spring Grove, LLC	Illinois
Agree St Petersburg, LLC	Florida
Agree Stores, LLC	Delaware
Agree Tallahassee, LLC	Florida

Agree TK, LLC	Delaware
Agree Walker, LLC	Michigan
Agree Wawa Baltimore, LLC	Maryland
Agree Wilmington, LLC	North Carolina
AR Land CA, LLC	Delaware
AR Land Central, LLC	Delaware
AR Land East, LLC	Delaware
AR Land West, LLC	Delaware
AR WTO, LLC	Delaware
BB Farmington NM, LLC	Delaware
DD 71, LLC	Delaware
DD Brownsville LLC	North Carolina
DD Hempstead LLC	North Carolina
Lunacorp, LLC	Delaware
LSDW Derby CT, LLC	Delaware
Mt. Pleasant Shopping Center, L.L.C.	Michigan
Pachyderm Chattanooga TN, LLC	Delaware
Pachyderm Marietta GA, LLC	Delaware
Pachyderm Myrtle Beach SC, LLC	Delaware
Pachyderm Philadelphia PA, LLC	Delaware
Pachyderm Properties, LLC	Delaware
Pachyderm Riverdale GA, LLC	Delaware
Pachyderm Waite Park MN, LLC	Delaware
Paint PA, LLC	Delaware
Safari Properties II, LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated February 10, 2026, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of Agree Realty Corporation on Form 10-K for the year ended December 31, 2025. We consent to the incorporation by reference of said reports in the Registration Statements of Agree Realty Corporation on Form S-3 (File No. 333-271668) and on Forms S-8 (File No. 333-279997, and File No. 333-238728).

/s/ GRANT THORNTON LLP

Charlotte, North Carolina
February 10, 2026

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Joel N. Agree, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2025 of Agree Realty Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2026

/s/ Joel N. Agree

Name: Joel N. Agree
Title: President and Chief Executive Officer

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Peter Coughenour, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2025 of Agree Realty Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2026

/s/ Peter Coughenour

Name: Peter Coughenour

Title: Chief Financial Officer and Secretary

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Based on a review of the Annual Report on Form 10-K for the year ended December 31, 2025 of Agree Realty Corporation (the “Company”), as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Joel N. Agree, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Joel N. Agree

Joel N. Agree
President and Chief Executive Officer

February 10, 2026

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Based on a review of the Annual Report on Form 10-K for the year ended December 31, 2025 of Agree Realty Corporation (the “Company”), as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Peter Coughenour, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Peter Coughenour

Peter Coughenour
Chief Financial Officer and Secretary

February 10, 2026