

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549
FORM 8-K
CURRENT REPORT

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

Date of report (Date of earliest event reported): **February 2, 2022 (February 1, 2022)**

VERIS RESIDENTIAL, INC.

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

1-13274
(Commission File Number)

22-3305147
(IRS Employer
Identification No.)

Harborside 3, 210 Hudson St., Ste. 400
Jersey City, New Jersey 07311
(Address of Principal Executive Offices) (Zip Code)

(732) 590-1010
(Registrant's telephone number, including area code)

VERIS RESIDENTIAL, L.P.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

333-57103
(Commission File Number)

22-3315804
(IRS Employer
Identification No.)

Harborside 3, 210 Hudson St., Ste. 400
Jersey City, New Jersey 07311
(Address of Principal Executive Offices) (Zip Code)

(732) 590-1010
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

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

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

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Amendment to Amended and Restated Executive Employment Agreement with Chief Financial Officer

On January 12, 2022, Veris Residential, Inc. (the "Company") announced that David Smetana, the Company's Chief Financial Officer, would leave the Company upon the expiration of his employment agreement with the Company effective December 31, 2022 (the "Separation Date"). In connection with Mr. Smetana's transition from the Company, on February 1, 2022 the Company and Mr. Smetana entered into an Amendment (the "Amendment") to the Amended and Restated Executive Employment Agreement by and between the Company and Mr. Smetana dated as of November 3, 2020 (the "Employment Agreement").

Pursuant to the Amendment, Mr. Smetana will be eligible to receive a severance payment of \$1,350,000 in cash upon his separation from the Company on the Separation Date, subject to signing a customary release agreement and compliance with other terms and conditions in accordance with the Employment Agreement. The Amendment also

provides that if Mr. Smetana voluntarily terminates his employment with the Company prior the Separation Date while otherwise in compliance with the terms of his Employment Agreement and at such time as the Company has no basis to terminate him for cause under the Employment Agreement, then Mr. Smetana shall be deemed to terminate his employment for good reason under the Employment Agreement, provided that upon such termination prior to the Separation Date, Mr. Smetana shall not be entitled to the \$1,350,000 severance payment under Section 7(b) of his Employment Agreement and would be paid his 2022 annual bonus at target on a pro rata basis in lieu of any actual 2022 annual bonus payable pursuant to Section 6(b) of his Employment Agreement.

Except as modified by the Amendment, all other terms and conditions of the Employment Agreement remain in full force and effect.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by the full text of the Amendment, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.1	Amendment to Amended and Restated Executive Employment Agreement dated as of February 1, 2022 by and between Veris Residential, Inc. and David Smetana.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Dated: February 2, 2022

VERIS RESIDENTIAL, INC.

By: /s/ Gary T. Wagner
Gary T. Wagner
General Counsel and Secretary

VERIS RESIDENTIAL, L.P.

By: Mack-Cali Realty Corporation,
its general partner

Dated: February 2, 2022

By: /s/ Gary T. Wagner
Gary T. Wagner
General Counsel and Secretary

**AMENDMENT TO AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO THE AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT is entered into and becomes effective on February 1, 2022, (the “Effective Date”), by and between David Smetana (the “Executive”), and Veris Residential, Inc., a Maryland corporation, f/k/a Mack-Cali Realty Corporation (the “Company”) with offices at Harborside 3, 210 Hudson St., Suite 400, Jersey City, NJ 07311.

RECITALS

WHEREAS, the Executive is currently employed by the Company as its Chief Financial Officer pursuant to an Amended and Restated Executive Employment Agreement effective January 1, 2021 (“Employment Agreement”); and

WHEREAS, the Parties desire to amend the Employment Agreement, on the terms and conditions set forth herein; and

WHEREAS, the Company desires to continue to employ Executive, and to enter into this Amendment to the Employment Agreement (“Amendment”) to set forth the terms and conditions of his continued employment, and Executive desires to accept such terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. The Parties agree that Executive’s employment with the Company will conclude on December 31, 2022 (“Separation Date”), upon the expiration of the Term as set forth in Section 2(a) of the Employment Agreement, if not earlier terminated pursuant to Section 5 of the Employment Agreement or pursuant to Section 3 of this Amendment.

2. The Parties further agree that if Executive remains in full-time, active employment with the Company and continues to perform his duties in a satisfactory and cooperative manner through the Separation Date, and provided that he executes and does not revoke a Release agreement, consistent with that referred to in Section 9 of the Employment Agreement, then he will receive a separation payment in the amount of \$1,350,000.00, less mandatory and authorized federal and state deductions and withholdings (the “Separation Payment”). The Separation Payment will be paid in a lump sum by the Company’s second regularly scheduled payroll date after the Company’s receipt of the signed Release following the Separation Date. If Executive remains in full-time active employment through the Separation Date, he shall also be entitled to his Annual Bonus for the year ending December 31, 2022 pursuant to the terms of Section 4(b) of the Employment Agreement, which bonus shall be paid at the same time the Company pays such bonuses to other Executives.

3. Executive understands and agrees that the additional benefits set forth in Section 2 above, to which he is not otherwise entitled, are expressly contingent upon his continuing to maintain and conduct himself pursuant to the highest professional and ethical standards including but not limited to strict and absolute adherence to the confidentiality and non-disparagement provisions of the Employment Agreement, the Company’s Code of Business Conduct and Ethics, Conflicts of Interest, Insider Trading, Communications and Disclosure and Hedging and Pledging policies all of which are incorporated here by reference.

4. The definition of “Good Reason” is hereby amended to add the following at the end of Section 5(h) of the Employment Agreement:

“In addition to the foregoing, as of February 1, 2022, “Good Reason” also shall mean if Executive resigns his employment for any reason with no less than thirty (30) days’ advance notice, unless otherwise agreed between the parties, and provided that Executive is in full compliance with Sections 9, 11, 12 and 13 of this Agreement and Section 3 of the Amendment to this Agreement dated as of February 1, 2022 and that the Company has no basis to terminate Executive for “Cause” (as defined in Section 5(c) of this Agreement) up to the effective date of such resignation.”

5. If at any time after the Effective Date and prior to the Separation Date, Executive resigns with “Good Reason,” as defined in Section 5(h) of the Employment Agreement as amended by Section 4 above, the Company shall pay him a pro-rated share of his 2022 Annual Bonus at Target based on the number of days that he was employed during 2022 in lieu of any 2022 Annual Bonus that may otherwise become earned and payable pursuant to Section 6(b) of the Employment Agreement.

6. Notwithstanding any provisions to the contrary in the Employment Agreement or this Amendment, if Executive resigns with or without “Good Reason” prior to the Separation Date, he shall not be entitled to the lump sum cash payment set forth in Section 7(b) of the Employment Agreement.

7. Executive’s long-term incentive compensation shall continue to be governed by the Long-Term Incentive Plan Award Agreements and Restricted Stock Unit Agreement to which he is entitled.

8. Except as modified by this Amendment, all other terms and conditions of the Employment Agreement remain in full force and effect and are hereby incorporated into this Amendment by reference.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Company:

VERIS RESIDENTIAL, INC.

By: /s/ Mahbod Nia

Name: Mahbod Nia

Its: Chief Executive Officer

Executive:

/s/ David Smetana

