

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

FORM S-8

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

VERIS RESIDENTIAL, INC.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction of
Incorporation or Organization)

22-3305147
(I.R.S. Employer
Identification Number)

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

Non-Plan Inducement Stock Option Award
Non-Plan Inducement Restricted Stock Units Awards
(Full Title of the Plans)

Mahbod Nia
Chief Executive Officer
Veris Residential, Inc.
Harborside 3, 210 Hudson St., Ste. 400
Jersey City, New Jersey 07311
(Name and Address of Agent for service)

(732) 590-1010
(Telephone Number, Including Area Code, of Agent for service)

Copies to:
Richard M. Brand
Nishal R. Ramphal
Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, NY 10281
(212) 504-6000

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

Large accelerated filer
Non-accelerated filer

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this "Registration Statement") is being filed for the purpose of registering additional shares of the common stock, par value \$0.01 per share ("Common Stock") of Veris Residential, Inc. (the "Registrant") issuable upon the vesting and exercise of (a) an award of 250,000 non-qualified stock options and a non-qualified restricted stock unit award having a grant date fair value of \$425,000 granted to Jeffrey Turkanis, in accordance with Section 303A.08 of the New York Stock Exchange Listed Company Manual (the "NYSE Manual"), to induce him to accept employment with the Registrant as its Executive Vice President and Chief Investment Officer (the "Turkanis Inducement Award"), (b) a non-qualified restricted stock unit award having a grant date fair value of \$400,000 granted to Taryn Fielder, in accordance with Section 303A.08 of the NYSE Manual, to induce her to accept employment with the Registrant as its Executive Vice President, General Counsel and Corporate Secretary (the "Fielder Inducement Award"), and (c) a non-qualified restricted stock unit award having a grant date fair value of \$150,000 granted to Amanda Lombard, in accordance with Section 303A.08 of the NYSE Manual, to induce her to accept employment with the Registrant as its Chief Financial Officer (the "Lombard Inducement Award", and together with the Turkanis Inducement Award and the Fielder Inducement Award, the "Inducement Awards"). The Inducement Awards were approved by the Compensation Committee of the Registrant's Board of Directors and the Registrant's Board of Directors outside of, but subject to certain administrative provisions generally consistent with, the Registrant's 2013 Incentive Stock Plan, as further amended effective as of June 9, 2021 (the "2013 Plan").

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of this Registration Statement will be sent or given to Mr. Turkanis, Ms. Fielder and Ms. Lombard as required by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act") and need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents By Reference.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, the Registrant hereby incorporates by reference into this Registration Statement the following documents which have been filed with the Commission:

(a) [The Registrant's Annual Report on Form 10-K \(File No. 001-13274\) for the fiscal year ended December 31, 2021, as filed with the Commission on February 23, 2022.](#)

(b) The Registrant's Current Reports on Forms 8-K (File No. 001-13274) as filed with the Commission on [January 12, 2022](#), [January 24, 2022](#), [February 2, 2022](#), [March 7, 2022](#), and [March 31, 2022](#).

(c) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since the end of the fiscal year covered by the Registrant's Annual Report referred to in (a) above.

(d) The description of our Common Stock and the description of certain provisions of Maryland Law contained in:

- i. The Registrant's Registration Statement on Form 8-A dated August 9, 1994;
- ii. The Registrant's Articles of Restatement dated September 18, 2009;
- iii. The Registrant's Articles Supplementary dated June 12, 2019;
- iv. The Articles of Amendment to the Registrant's Articles of Restatement dated May 12, 2014 and December 7, 2021; and
- v. Any amendments or reports filed for the purpose of updating such description.

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Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the date of this Registration Statement and prior to the filing of a subsequent post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold will be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in any document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Our officers and directors are indemnified under Maryland law, our charter and bylaws, and the Second Amended and Restated Agreement of Limited Partnership of Veris Residential, L.P., as amended (the "Partnership Agreement"), against certain liabilities. Our charter authorizes us, and our bylaws require us, to indemnify our directors and officers to the fullest extent permitted from time to time by the laws of the State of Maryland.

The Maryland General Corporation Law ("MGCL") permits a corporation to indemnify its 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 a party by reason of their service in those 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 was committed in bad faith or was the result of active and deliberate dishonesty, or 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, or the director or officer was adjudged to be liable to the corporation for the act or omission. The MGCL does not permit a Maryland corporation to provide indemnification for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that personal benefit was improperly received, unless, in either case, a court orders indemnification and then only for expenses. No amendment of our charter or bylaws shall limit or eliminate the right to indemnification provided with respect to acts or omissions occurring prior to such amendment or repeal.

In addition to the circumstances in which the MGCL permits a corporation to indemnify its directors and officers, the MGCL requires a corporation to indemnify its directors and officers in the circumstances described in the following sentence, unless limited by the charter of the corporation. A director who has been successful on the merits or otherwise, in defense of any proceeding or in the defense of any claim, issue or matter in the proceeding to which he is made a party by reason of his service as a director or officer shall be indemnified against reasonable expenses incurred by him in connection with the proceeding, claim, issue or matter in which the director has been successful. Our charter does not alter this requirement.

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The MGCL permits the charter of a Maryland corporation to include a provision limiting the liability of its directors and officers to such corporation and its stockholders for money damages, with specified exceptions. Maryland law does not, however, permit the liability of directors and officers to a corporation or its stockholders to be limited to the extent that (1) it is proved that the person actually received an improper benefit or profit in money, property or services (to the extent such benefit or profit was received) or (2) a judgment or other final adjudication adverse to such person is entered in a proceeding based on a finding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. Our charter contains a provision consistent with Maryland law. No amendment of our charter shall limit or eliminate the limitation of liability with respect to acts or omissions occurring prior to such amendment.

The Delaware Revised Limited Partnership Act provides that a limited partnership has the power to indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever, subject to such standards and restrictions, if any, as are set forth in its partnership agreement. The Partnership Agreement also provides for indemnification of the General Partner (as defined therein) and its officers and directors to the same extent indemnification is provided to the General Partner's officers and directors in its charter, and limits the liability of the General Partner and its officers and directors.

We have entered into indemnification agreements with each of our directors and officers. The indemnification agreements require, among other things, that we indemnify our directors and officers to the fullest extent permitted by law, and advance to the directors and officers all related expenses, subject to reimbursement if it is subsequently determined that indemnification is not permitted. We also must indemnify and advance all expenses incurred by directors and officers seeking to enforce their rights under the indemnification agreements, and cover directors and officers under our directors' and officers' liability insurance. Although the form of indemnification agreement offers substantially the same scope of coverage afforded by provisions of our charter and our bylaws and the Partnership Agreement, it provides greater assurance to directors and officers that indemnification will be available, because, as a contract, it cannot be modified unilaterally in the future by our Board of Directors or by our stockholders to eliminate the rights it provides.

In addition, the 2013 Plan (as amended from time to time) provides that no member of the committee of our Board of Directors that administers the plan shall be personally liable by reason of any contract or other instrument executed by such member in the member's capacity as a member of such committee nor for any mistake of judgment made in good faith, and the Registrant shall indemnify and hold harmless each employee, officer, or director of the Registrant to whom any duty or power relating to the administration or interpretation of such plan may be allocated or delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement with the approval of our Board of Directors) arising out of any act or omission to act in connection with such plan, unless arising out of such person's own fraud or bad faith. This indemnification is in addition to any of the other rights to indemnification described herein. Although the Inducement Awards were not granted under the 2013 Plan, they are generally subject to administration consistent with the terms of such plan as described above.

Insofar as indemnification for liabilities arising under the Securities Act is permitted for our directors, officers or controlling persons, pursuant to the above mentioned statutes or otherwise, we understand that the Commission is of the opinion that such indemnification may contravene federal public policy, as expressed in the Securities Act, and therefore, is unenforceable. Accordingly, in the event that a claim for such indemnification is asserted by any of our directors, officers or controlling persons, and the Commission is still of the same opinion, we (except insofar as such claim seeks reimbursement from us of expenses paid or incurred by a director, officer of controlling person in successful defense of any action, suit or proceeding) will, unless the matter has theretofore been adjudicated by precedent deemed by our counsel to be controlling, submit to a court of appropriate jurisdiction the question whether or not indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

At present, there is no pending litigation or proceeding involving any of our directors, officers or employees as to which indemnification is sought, nor are we aware of any threatened litigation or proceeding that may result in claims for indemnification.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

- [3.1](#) Articles of Restatement of Veris Residential, Inc. dated September 18, 2009 (filed as Exhibit 3.2 to the Registrant's Form 8-K dated September 17, 2009 and incorporated herein by reference).
- [3.2](#) Articles of Amendment to the Articles of Restatement of Veris Residential, Inc. as filed with the State Department of Assessments and Taxation of Maryland on May 14, 2014 (filed as Exhibit 3.1 to the Registrant's Form 8-K dated May 12, 2014 and incorporated herein by reference).
- [3.3](#) Articles Supplementary of Veris Residential, Inc. dated June 12, 2019 (filed as Exhibit 3.1 to the Company's Form 8-K dated June 17, 2019 and incorporated herein by reference).
- [3.4](#) Articles of Amendment to the Articles of Restatement of Veris Residential, Inc. as filed with the State Department of Assessments and Taxation of Maryland on December 7, 2021 (filed as Exhibit 3.1 to the Registrant's Form 8-K dated December 7, 2021 and incorporated herein by reference).
- [3.5](#) Third Amended and Restated Bylaws of Veris Residential, Inc. effective December 10, 2021 (filed as Exhibit 3.2 to the Company's Form 8-K dated December 7, 2021 and incorporated herein by reference).
- [5.1*](#) Opinion of Seyfarth Shaw LLP.
- [10.1](#) Veris Residential, Inc. Amended and Restated 2013 Incentive Stock Plan (incorporated by reference to Exhibit 10.6 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the Commission on February 23, 2022).
- [10.2*](#) Form of Restricted Stock Unit Agreement by and between Veris Residential, Inc. and Taryn Fielder.
- [10.3*](#) Form of Restricted Stock Unit Agreement by and between Veris Residential, Inc. and Jeffrey Turkanis.
- [10.4*](#) Form of Restricted Stock Unit Agreement by and between Veris Residential, Inc. and Amanda Lombard.
- [10.5*](#) Form of Stock Option Agreement by and between Veris Residential, Inc. and Jeffrey Turkanis.
- [23.1*](#) Consent of Seyfarth Shaw LLP (included with Exhibit 5.1).
- [23.2*](#) Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.
- [24.1*](#) Power of Attorney (included on signature page hereto).

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in this effective Registration Statement; and

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, we certify that we have reasonable grounds to believe that we meet all of the requirements for filing on Form S-8 and have duly caused this Registration Statement to be signed on our behalf by the undersigned, thereunto duly authorized, in Jersey City, New Jersey on this 18th day of April, 2022.

VERIS RESIDENTIAL, INC.

By: /s/ Mahbod Nia
Name: Mahbod Nia
Title: Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Mahbod Nia and Amanda Lombard, or any one of them, his or her attorneys-in-fact and agents, each with full power of substitution and re-substitution for him or her in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement or a registration statement prepared in accordance with Rule 462 of the Securities Act and to file the same, with exhibits thereto and other documents in connection herewith or in connection with the registration of the offered securities under the Securities Act granting unto each of such attorneys-in-fact and agents full power to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that each of such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Tammy K. Jones</u> Tammy K. Jones	Chair of the Board	April 18, 2022
<u>/s/ Mahbod Nia</u> Mahbod Nia	Chief Executive Officer and Director (principal executive officer)	April 18, 2022

<u>/s/ Amanda Lombard</u> Amanda Lombard	Chief Financial Officer (principal financial officer and principal accounting officer)	April 18, 2022
<u>/s/ Alan R. Batkin</u> Alan R. Batkin	Director	April 18, 2022
<u>/s/ Frederic Cumenal</u> Frederic Cumenal	Director	April 18, 2022
<u>/s/ A. Akiva Katz</u> A. Akiva Katz	Director	April 18, 2022
<u>/s/ Nori Gerardo Lietz</u> Nori Gerardo Lietz	Director	April 18, 2022
<u>/s/ Howard S. Stern</u> Howard S. Stern	Director	April 18, 2022
<u>/s/ Victor B. MacFarlane</u> Victor B. MacFarlane	Director	April 18, 2022

INDEX TO EXHIBITS

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- [23.1* Consent of Seyfarth Shaw LLP \(included with Exhibit 5.1\).](#)
- [23.2* Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.](#)
- [24.1* Power of Attorney \(included on signature page hereto\).](#)
- [107* Filing Fee Table.](#)

* Filed herewith.

[Letterhead of Seyfarth Shaw LLP]

April 18, 2022

Veris Residential, Inc.
Harborside 3
210 Hudson Street, Suite 400
Jersey City, New Jersey 07311

Ladies and Gentlemen:

We are acting as counsel to Veris Residential, Inc., a Maryland corporation (the "Company"), in connection with the filing with the Securities and Exchange Commission of a registration statement on Form S-8 (the "Registration Statement"), registering (a) 250,000 shares (the "Option Shares") of the Company's common stock, par value \$0.01 per share (the "Common Stock"), for issuance and delivery upon the exercise of Common Stock options granted to Jeffrey Turkanis as an inducement award, in accordance with Section 303A.08 of the NYSE Listing Rules, and (b) shares of Common Stock with an aggregate market value of \$975,000 (the "Unit Shares", and together with the Option Shares, the "Registered Shares") for issuance and delivery upon the settlement of restricted stock units granted to Mr. Turkanis, Amanda Lombard and Taryn Fielder as inducement awards, in accordance with Section 303A.08 of the NYSE Listing Rules (collectively, the "Inducement Awards").

In our capacity as your counsel in connection with the Registration Statement, we are familiar with the proceedings taken and proposed to be taken by the Company in connection with the authorization and issuance of the Inducement Awards, the Registered Shares and, for the purposes of this opinion, have assumed such proceedings will be timely completed in the manner presently proposed. In addition, we have made such legal and factual examinations and inquiries, including examination of originals or copies of originals, certified or otherwise identified to our satisfaction, of such documents, corporate records and instruments, as we have deemed necessary or appropriate for purposes of this opinion. Except to the extent expressly set forth herein, we have made no independent investigations with regard to matters of fact material to the opinions set forth herein and with respect to such factual matters we have relied upon certificates of, or communications with, officers of the Company and others.

In our examination of the relevant documents, we have assumed the genuineness of all signatures, the legal competence of all natural persons, the authenticity of all documents submitted to us as originals and the conformity with the original documents of all documents submitted to us as copies.

Except as otherwise set forth herein, the opinions set forth below are limited to the laws of the States of Maryland, New York and the laws of the United States of America, and we express no opinion with respect to state securities laws or regulations.

Based upon and subject to the foregoing, it is our opinion that: (i) the Registered Shares have been duly authorized; and (ii) upon issuance of the Registered Shares against consideration therefore pursuant to the terms and conditions set forth in the applicable Inducement Awards, the Registered Shares will be legally issued, fully-paid and non-assessable shares of Common Stock of the Company under the laws of the State of Maryland.

We consent to the use of this opinion as an exhibit to the Registration Statement and any amendments thereto. This opinion letter is given to you for use in connection with the issuance of the Registered Shares in accordance with the Registration Statement and is not to be relied on for any other purpose. Our opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Registered Shares or the Registration Statement.

Very truly yours,

/s/ Seyfarth Shaw LLP

**VERIS RESIDENTIAL, INC.
RESTRICTED STOCK UNIT AGREEMENT**

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) dated as of April [●], 2022 (the “Effective Date”) is made by and between Veris Residential Inc. (together with its Subsidiaries and any successors thereto, the “Company”) and Taryn Fielder (the “Participant”) who is a signatory hereto.

This Award (as defined below) is being made and granted as a standalone award, separate and apart from, and outside of, the Plan and all other shareholder-approved equity compensation plans of the Company. Notwithstanding the foregoing, the terms, conditions, and definitions set forth in the Plan shall apply to this Agreement and the Award as if the Award had been granted under the Plan, and this Agreement shall be subject to such terms, conditions, and definitions, which are hereby incorporated into this Agreement by reference (and any such references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Award shall not be counted for purposes of calculating the aggregate number of Shares that may be issued under the Plan or for purposes of any limitations on awards under the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

This Award is intended to be granted as a one-time employment “inducement award” under Section 303A.08 of the New York Stock Exchange (“NYSE”) Listed Company Manual, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity compensation. This Agreement and the terms and conditions of this Award shall be interpreted in accordance and consistent with such exemption.

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

(a) “Affiliate” means, with respect to the Company, any company or other trade or business that controls, is controlled by or is under common control with the Company within the meaning of Rule 405 of Regulation C under the Securities Act, including, without limitation, any Subsidiary.

(b) “Board” means the Board of Directors of Veris Residential, Inc..

(c) “Cause” for termination of the Participant’s employment for purposes of this Agreement has the meaning set forth in the Participant’s Employment Agreement.

(d) “Change in Control” has the same meaning set forth in the Participant’s Employment Agreement. A Change in Control under this Agreement shall be considered a “Change in Control” for purposes of the Plan in accordance with Section 1.2(h) of the 2013 Plan.

(e) “Change in Control Period” has the same meaning set forth in the Participant’s Employment Agreement.

(f) “Common Stock” means the common stock, par value \$0.01 per share, of the Company (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(g) “Continuous Service” means the continuous service, without interruption or termination, as an employee, director, trustee, manager or member of, or with the approval of the Committee or the Board, consultant or advisor to the Company or an Affiliate. Continuous Service shall not be considered interrupted in the case of: (A) any approved leave of absence; (B) transfers among the Company and any Affiliate, or any successor, in any capacity of trustee, director, employee, manager, member, or with the approval of the Committee or the Board, consultant or advisor; or (C) any change in status as long as the individual remains in the service of the Company or any Affiliate of the Company in any capacity of employee, director, trustee, manager, member or similar function of, or (if the Committee or the Board specifically agrees that the Continuous Service is not uninterrupted) a consultant or advisor. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. Subject to the preceding sentence, whether a termination of Continuous Service shall have occurred for purposes of this Agreement shall be determined by the Committee or the Board, which determination shall be final, binding and conclusive.

(h) “Disability” has the meaning set forth in the Participant’s Employment Agreement.

(i) “Employment Agreement” means, as of a particular date, the executive employment agreement then in effect between the Participant, on the one hand, and the Company or one of its Subsidiaries, on the other hand, as amended or supplemented through such date.

(j) “Good Reason” for termination of the Participant’s employment for purposes of this Agreement has the meaning set forth in the Participant’s Employment Agreement.

(k) “Plan” means the Mack-Cali Realty Corporation Amended and Restated 2013 Incentive Stock Plan, as amended from time to time.

(l) “Qualifying Termination” means a termination of the Participant’s employment (i) by the Company without Cause or while the Participant has a Disability, (ii) by the Participant for Good Reason, or (iii) resulting from the Participant’s death.

(m) “RSU” or “Restricted Stock Unit” means a restricted stock unit of the Company’s Common Stock, either individually or in the aggregate, as the context may require.

(n) “RSU Dividend Equivalent Amount” means a dividend equivalent right associated with a RSU with respect to any cash dividends on Common Stock that have a record date after the Effective Date and prior to the applicable Settlement Date for such RSU.

(o) “Subsidiary” has the meaning set forth in the Plan.

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

(q) “Termination of Employment” means a “separation from service” of the Participant from the Company, as defined under Section 409A.

2. Grant of Awards. The Company hereby grants to the Participant [•] Restricted Stock Units (“RSUs”), which shall be subject to the vesting conditions set forth in Section 3 and the terms and conditions herein set forth (the “Award”).

3. Vesting. Subject to Section 5, the RSUs shall be become vested as follows, subject to the Participant’s Continuous Service with the Company through the applicable date(s) (each, a “Vesting Date” and such RSU that vests a “Vested RSU”):

- (a) 60% of the RSUs shall become vested on December 31, 2022;
- (b) An additional 20% of the RSUs shall become vested on December 31, 2023; and
- (c) The remaining 20% of the RSUs shall become vested on the third anniversary of the Effective Date.

4. Issuance of Common Stock.

(a) Settlement of Vested RSUs. Shares of Common Stock underlying a Vested RSU shall be transferred to the Participant as soon as administratively practicable following the applicable Vesting Date, but in no event later than the 15th day of the calendar month following the calendar month in which such Vesting Date occurs. No shares of Common Stock shall be issued to the Participant in respect of an RSU prior to the applicable Vesting Date. After an RSU becomes a Vested RSU, the Company shall promptly cause to be registered in the Participant’s name or in the name of the executor or personal representative of the Participant’s estate, as the case may be, one share of Common Stock in payment for each such Vested RSU. For purposes of this Agreement, the date on which Vested RSUs are converted into shares of Common Stock shall be referred to as the “Settlement Date.”

(b) Fractional RSUs. In the event the Participant is vested in a fractional portion of an RSU, such portion shall be rounded down to the nearest whole number.

5. Effects of Certain Events.

(a) Termination Because of Death/Disability. If the Participant experiences a Termination by reason of the Participant’s death or Disability, then the RSU shall vest with respect to a prorated number of RSUs as would otherwise be scheduled to vest on the next regularly scheduled vesting date described in Section 2(b)(i), with such proration based on the quotient obtained by dividing (x) the number of days elapsed between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and the date of Termination by (y) the total number of days between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and such next regularly scheduled vesting date. Any portion of the RSU that remains unvested after application of the preceding sentence shall immediately terminate and be forfeited without consideration.

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(b) Termination without Cause; Resignation for Good Reason. If the Participant experiences a Termination by reason of (x) a termination of employment by the Company and its Subsidiaries without Cause (other than by reason of death or Disability), or (y) Participant’s resignation for Good Reason (in each case, whether during or following the Term of the Employment Agreement), any then-unvested portion of the RSU shall vest.

(c) Other Terminations. If the Participant experiences a Termination for any reason other than as set forth in Sections 5(a)-(b) above, any then-unvested RSUs shall immediately terminate and be forfeited for no consideration.

(d) Release Requirement. Notwithstanding anything to the contrary in this Section 5, any additional vesting upon Termination provided in Sections 5(a)-(b) shall be conditioned on the Participant, or the representative of Participant’s estate, executing the Release (as defined in the Employment Agreement), and the period provided in such Release having expired without the Participant exercising the Participant’s right to revoke, not later than sixty (60) days after the Termination Date, and if the Participant fails to execute such Release, revokes the Release, or the revocation period has not yet expired by the end of such sixty (60) day period, the Participant shall have no right to any such payment or benefit.

(e) Change in Control. Notwithstanding the foregoing:

(i) In the event of a Qualifying Termination of the Participant’s Continuous Service during a Change in Control Period prior to the vesting of the RSUs, all unvested RSUs shall automatically and immediately vest as of the Termination Date. In such case, such number of RSUs shall be deemed vested in full and settled pursuant to Section 4(a), with the “Vesting Date” meaning the date of Termination.

(ii) If after a Change in Control the Company or its successor does not assume, convert, or replace any RSUs as calculated in Section 2 or Section 5, as applicable, with a security with substantially the same rights, privileges, preferences of the RSUs, then in each case the applicable RSUs described in Section 5, as applicable, shall immediately vest.

6. Dividend Equivalent Rights.

(a) Each RSU shall have a RSU Dividend Equivalent Amount that shall be paid concurrently with the corresponding Common Stock cash dividend, without regard to whether the RSU is a Vested RSU.

(b) The payment of the Dividend Equivalent Amounts, if any, will be net of all applicable withholding taxes pursuant to Section 7(g).

7. Miscellaneous.

(a) Administration. The Committee shall administer the Award.

(b) Agreement Subject to Plan; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Award and RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail. The terms of the Agreement may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

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(c) Participant is Unsecured General Creditor. The Participant and the Participant’s heirs, successors, and assigns shall have no legal or equitable rights, interest,

or claims in any specific property or assets of the Company. Assets of the Company shall not be held under any trust for the benefit of the Participant or the Participant's heirs, successors, or assigns, or held in any way as collateral security for the fulfilling of the obligations of the Company under the Agreement or the Plan. Any and all of the Company's assets shall be, and remain, the general unrestricted assets of the Company. The Company's sole obligation under this Agreement and in respect of the Award or the RSUs shall be merely that of an unfunded and unsecured promise of the Company to pay the Participant in the future, subject to the conditions and provisions of the Agreement and the Plan.

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

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

(f) Limitation on Stockholder Rights. The Participant shall have no rights as a stockholder of the Company, no dividend rights (subject to Dividend Equivalent Rights as set forth in Section 6), and no voting rights with respect to the RSUs and any shares of Common Stock underlying or issuable in respect of such RSUs until such shares of Common Stock are actually issued to and held of record by the Participant. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the shares of Common Stock, except for the Dividend Equivalent Rights as set forth in Section 6.

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(g) Tax Withholding.

(i) Regardless of any action the Company takes with respect to any or all federal, state, or local income tax, employment tax or other tax-related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs (and the Dividend Equivalent Rights associated therewith) is and remains the Participant's responsibility and that the Company: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the shares of Common Stock, the subsequent sale of shares of Common Stock acquired at vesting, and the receipt of any Dividend Equivalent Rights; and (B) does not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(ii) Prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Company, in its sole discretion, to satisfy all withholding and payment on account obligations for Tax Related Items of the Company. In this regard, the Participant authorizes the Company, in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the RSUs by withholding in shares of Common Stock otherwise issuable to the Participant, provided that the Company withholds only the amount of shares of Common Stock necessary to satisfy the maximum statutory withholding amount using the Fair Market Value of the shares of Common Stock on the Settlement Date. Participant shall pay to the Company any amount of Tax Related Items that the Company may be required to withhold as a result of the RSUs that are not satisfied by the previously described method. The Company may refuse to deliver the shares of Common Stock to the Participant if the Participant fails to comply with Participant's obligations in connection with the Tax Related Items as described in this Section.

(h) Clawback Policy. The compensation under this Agreement shall be subject to being recovered under the Company's Clawback Policy, or any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to shares of Common Stock issued under this Agreement shall extend to any proceeds realized by the Participant upon the sale or other transfer of such shares of Common Stock.

(i) Section 409A Compliance. The Award, the RSUs, and the shares of Common Stock and amounts payable under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a "specified employee" within the meaning of Section 409A, no payments in respect of any Award or RSU that is "deferred compensation" subject to Section 409A and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company shall not be liable to the Participant or any other person for any payment made under this Plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

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(j) Section 280G of the Code. In the event that the accelerated vesting of the RSUs or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant, would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the "Excise Tax"), then the Participant's payment shall be either (a) the full payment or (b) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm which is the Company's outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm's determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of law provisions thereof. Any suit, action, or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New Jersey or the State of Maryland, and each of the Participant and the Company hereby submits to the exclusive jurisdiction of such courts for the purpose of

any such suit, action, proceeding, or judgment. EACH OF THE PARTICIPANT AND THE COMPANY HEREBY IRREVOCABLY WAIVES (I) ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY OR THE STATE OF MARYLAND, (II) ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM, AND (III) ANY RIGHT TO A JURY TRIAL.

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

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

VERIS RESIDENTIAL, INC.

PARTICIPANT

By: _____
Name: Anna Malhari
Title: Chief Operating Officer

Name: Taryn Fielder

**VERIS RESIDENTIAL, INC.
RESTRICTED STOCK UNIT AGREEMENT**

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) dated as of April [●], 2022 (the “Effective Date”) is made by and between Veris Residential Inc. (together with its Subsidiaries and any successors thereto, the “Company”) and Jeffrey Turkanis (the “Participant”) who is a signatory hereto.

This Award (as defined below) is being made and granted as a standalone award, separate and apart from, and outside of, the Plan and all other shareholder-approved equity compensation plans of the Company. Notwithstanding the foregoing, the terms, conditions, and definitions set forth in the Plan shall apply to this Agreement and the Award as if the Award had been granted under the Plan, and this Agreement shall be subject to such terms, conditions, and definitions, which are hereby incorporated into this Agreement by reference (and any such references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Award shall not be counted for purposes of calculating the aggregate number of Shares that may be issued under the Plan or for purposes of any limitations on awards under the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

This Award is intended to be granted as a one-time employment “inducement award” under Section 303A.08 of the New York Stock Exchange (“NYSE”) Listed Company Manual, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity compensation. This Agreement and the terms and conditions of this Award shall be interpreted in accordance and consistent with such exemption.

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

(a) “Affiliate” means, with respect to the Company, any company or other trade or business that controls, is controlled by or is under common control with the Company within the meaning of Rule 405 of Regulation C under the Securities Act, including, without limitation, any Subsidiary.

(b) “Board” means the Board of Directors of Veris Residential, Inc..

(c) “Cause” for termination of the Participant’s employment for purposes of this Agreement has the meaning set forth in the Participant’s Employment Agreement.

(d) “Change in Control” has the same meaning set forth in the Participant’s Employment Agreement. A Change in Control under this Agreement shall be considered a “Change in Control” for purposes of the Plan in accordance with Section 1.2(h) of the 2013 Plan.

(e) “Change in Control Period” has the same meaning set forth in the Participant’s Employment Agreement.

(f) “Common Stock” means the common stock, par value \$0.01 per share, of the Company (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(g) “Continuous Service” means the continuous service, without interruption or termination, as an employee, director, trustee, manager or member of, or with the approval of the Committee or the Board, consultant or advisor to the Company or an Affiliate. Continuous Service shall not be considered interrupted in the case of: (A) any approved leave of absence; (B) transfers among the Company and any Affiliate, or any successor, in any capacity of trustee, director, employee, manager, member, or with the approval of the Committee or the Board, consultant or advisor; or (C) any change in status as long as the individual remains in the service of the Company or any Affiliate of the Company in any capacity of employee, director, trustee, manager, member or similar function of, or (if the Committee or the Board specifically agrees that the Continuous Service is not uninterrupted) a consultant or advisor. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. Subject to the preceding sentence, whether a termination of Continuous Service shall have occurred for purposes of this Agreement shall be determined by the Committee or the Board, which determination shall be final, binding and conclusive.

(h) “Disability” has the meaning set forth in the Participant’s Employment Agreement.

(i) “Employment Agreement” means, as of a particular date, the executive employment agreement then in effect between the Participant, on the one hand, and the Company or one of its Subsidiaries, on the other hand, as amended or supplemented through such date.

(j) “Good Reason” for termination of the Participant’s employment for purposes of this Agreement has the meaning set forth in the Participant’s Employment Agreement.

(k) “Plan” means the Mack-Cali Realty Corporation Amended and Restated 2013 Incentive Stock Plan, as amended from time to time.

(l) “Qualifying Termination” means a termination of the Participant’s employment (i) by the Company without Cause or while the Participant has a Disability, (ii) by the Participant for Good Reason, or (iii) resulting from the Participant’s death.

(m) “RSU” or “Restricted Stock Unit” means a restricted stock unit of the Company’s Common Stock, either individually or in the aggregate, as the context may require.

(n) “RSU Dividend Equivalent Amount” means a dividend equivalent right associated with a RSU with respect to any cash dividends on Common Stock that have a record date after the Effective Date and prior to the applicable Settlement Date for such RSU.

(o) “Subsidiary” has the meaning set forth in the Plan.

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

(q) “Termination of Employment” means a “separation from service” of the Participant from the Company, as defined under Section 409A.

2. Grant of Awards. The Company hereby grants to the Participant [•] Restricted Stock Units (“RSUs”), which shall be subject to the vesting conditions set forth in Section 3 and the terms and conditions herein set forth (the “Award”).

3. Vesting. Subject to Section 5, the RSUs shall be become vested as follows, subject to the Participant’s Continuous Service with the Company through the applicable date(s) (each, a “Vesting Date” and such RSU that vests a “Vested RSU”):

- (a) 50% of the RSUs shall become vested on the first anniversary of the Effective Date;
- (b) An additional 25% of the RSUs shall become vested on the second anniversary of the Effective Date; and
- (c) The remaining 25% of the RSUs shall become vested on the third anniversary of the Effective Date.

4. Issuance of Common Stock.

(a) Settlement of Vested RSUs. Shares of Common Stock underlying a Vested RSU shall be transferred to the Participant as soon as administratively practicable following the applicable Vesting Date, but in no event later than the 15th day of the calendar month following the calendar month in which such Vesting Date occurs. No shares of Common Stock shall be issued to the Participant in respect of an RSU prior to the applicable Vesting Date. After an RSU becomes a Vested RSU, the Company shall promptly cause to be registered in the Participant’s name or in the name of the executor or personal representative of the Participant’s estate, as the case may be, one share of Common Stock in payment for each such Vested RSU. For purposes of this Agreement, the date on which Vested RSUs are converted into shares of Common Stock shall be referred to as the “Settlement Date.”

(b) Fractional RSUs. In the event the Participant is vested in a fractional portion of an RSU, such portion shall be rounded down to the nearest whole number.

5. Effects of Certain Events.

(a) Termination Because of Death/Disability. If the Participant experiences a Termination by reason of the Participant’s death or Disability, then the RSU shall vest with respect to a prorated number of RSUs as would otherwise be scheduled to vest on the next regularly scheduled vesting date described in Section 2(b)(i), with such proration based on the quotient obtained by dividing (x) the number of days elapsed between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and the date of Termination by (y) the total number of days between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and such next regularly scheduled vesting date. Any portion of the RSU that remains unvested after application of the preceding sentence shall immediately terminate and be forfeited without consideration.

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(b) Termination without Cause; Resignation for Good Reason. If the Participant experiences a Termination by reason of (x) a termination of employment by the Company and its Subsidiaries without Cause (other than by reason of death or Disability), or (y) Participant’s resignation for Good Reason (in each case, whether during or following the Term of the Employment Agreement), any then-unvested portion of the RSU shall vest.

(c) Other Terminations. If the Participant experiences a Termination for any reason other than as set forth in Sections 5(a)-(b) above, any then-unvested RSUs shall immediately terminate and be forfeited for no consideration.

(d) Release Requirement. Notwithstanding anything to the contrary in this Section 5, any additional vesting upon Termination provided in Sections 5(a)-(b) shall be conditioned on the Participant, or the representative of Participant’s estate, executing the Release (as defined in the Employment Agreement), and the period provided in such Release having expired without the Participant exercising the Participant’s right to revoke, not later than sixty (60) days after the Termination Date, and if the Participant fails to execute such Release, revokes the Release, or the revocation period has not yet expired by the end of such sixty (60) day period, the Participant shall have no right to any such payment or benefit.

(e) Change in Control. Notwithstanding the foregoing:

(i) In the event of a Qualifying Termination of the Participant’s Continuous Service during a Change in Control Period prior to the vesting of the RSUs, all unvested RSUs shall automatically and immediately vest as of the Termination Date. In such case, such number of RSUs shall be deemed vested in full and settled pursuant to Section 4(a), with the “Vesting Date” meaning the date of Termination.

(ii) If after a Change in Control the Company or its successor does not assume, convert, or replace any RSUs as calculated in Section 2 or Section 5, as applicable, with a security with substantially the same rights, privileges, preferences of the RSUs, then in each case the applicable RSUs described in Section 5, as applicable, shall immediately vest.

6. Dividend Equivalent Rights.

(a) Each RSU shall have a RSU Dividend Equivalent Amount that shall be paid concurrently with the corresponding Common Stock cash dividend, without regard to whether the RSU is a Vested RSU.

(b) The payment of the Dividend Equivalent Amounts, if any, will be net of all applicable withholding taxes pursuant to Section 7(g).

7. Miscellaneous.

(a) Administration. The Committee shall administer the Award.

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(b) Agreement Subject to Plan; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Award and RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail. The terms of the Agreement may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

(c) Participant is Unsecured General Creditor. The Participant and the Participant’s heirs, successors, and assigns shall have no legal or equitable rights,

interest, or claims in any specific property or assets of the Company. Assets of the Company shall not be held under any trust for the benefit of the Participant or the Participant's heirs, successors, or assigns, or held in any way as collateral security for the fulfilling of the obligations of the Company under the Agreement or the Plan. Any and all of the Company's assets shall be, and remain, the general unrestricted assets of the Company. The Company's sole obligation under this Agreement and in respect of the Award or the RSUs shall be merely that of an unfunded and unsecured promise of the Company to pay the Participant in the future, subject to the conditions and provisions of the Agreement and the Plan.

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

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

(f) Limitation on Stockholder Rights. The Participant shall have no rights as a stockholder of the Company, no dividend rights (subject to Dividend Equivalent Rights as set forth in Section 6), and no voting rights with respect to the RSUs and any shares of Common Stock underlying or issuable in respect of such RSUs until such shares of Common Stock are actually issued to and held of record by the Participant. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the shares of Common Stock, except for the Dividend Equivalent Rights as set forth in Section 6.

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(g) Tax Withholding.

(i) Regardless of any action the Company takes with respect to any or all federal, state, or local income tax, employment tax or other tax-related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs (and the Dividend Equivalent Rights associated therewith) is and remains the Participant's responsibility and that the Company: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the shares of Common Stock, the subsequent sale of shares of Common Stock acquired at vesting, and the receipt of any Dividend Equivalent Rights; and (B) does not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(ii) Prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Company, in its sole discretion, to satisfy all withholding and payment on account obligations for Tax Related Items of the Company. In this regard, the Participant authorizes the Company, in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the RSUs by withholding in shares of Common Stock otherwise issuable to the Participant, provided that the Company withholds only the amount of shares of Common Stock necessary to satisfy the maximum statutory withholding amount using the Fair Market Value of the shares of Common Stock on the Settlement Date. Participant shall pay to the Company any amount of Tax Related Items that the Company may be required to withhold as a result of the RSUs that are not satisfied by the previously described method. The Company may refuse to deliver the shares of Common Stock to the Participant if the Participant fails to comply with Participant's obligations in connection with the Tax Related Items as described in this Section.

(h) Clawback Policy. The compensation under this Agreement shall be subject to being recovered under the Company's Clawback Policy, or any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to shares of Common Stock issued under this Agreement shall extend to any proceeds realized by the Participant upon the sale or other transfer of such shares of Common Stock.

(i) Section 409A Compliance. The Award, the RSUs, and the shares of Common Stock and amounts payable under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a "specified employee" within the meaning of Section 409A, no payments in respect of any Award or RSU that is "deferred compensation" subject to Section 409A and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company shall not be liable to the Participant or any other person for any payment made under this Plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

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(j) Section 280G of the Code. In the event that the accelerated vesting of the RSUs or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant, would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the "Excise Tax"), then the Participant's payment shall be either (a) the full payment or (b) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm which is the Company's outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm's determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of law provisions thereof. Any suit, action, or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New Jersey or the State of Maryland, and each of the Participant and the Company hereby submits to the exclusive jurisdiction of such courts for the purpose of

any such suit, action, proceeding, or judgment. EACH OF THE PARTICIPANT AND THE COMPANY HEREBY IRREVOCABLY WAIVES (I) ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY OR THE STATE OF MARYLAND, (II) ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM, AND (III) ANY RIGHT TO A JURY TRIAL.

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

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

VERIS RESIDENTIAL, INC.

PARTICIPANT

By: _____
Name: Anna Malhari
Title: Chief Operating Officer

Name: Jeffrey Turkanis

**VERIS RESIDENTIAL, INC.
RESTRICTED STOCK UNIT AGREEMENT**

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) dated as of April [●], 2022 (the “Effective Date”) is made by and between Veris Residential Inc. (together with its Subsidiaries and any successors thereto, the “Company”) and Amanda Lombard (the “Participant”) who is a signatory hereto.

This Award (as defined below) is being made and granted as a standalone award, separate and apart from, and outside of, the Plan and all other shareholder-approved equity compensation plans of the Company. Notwithstanding the foregoing, the terms, conditions, and definitions set forth in the Plan shall apply to this Agreement and the Award as if the Award had been granted under the Plan, and this Agreement shall be subject to such terms, conditions, and definitions, which are hereby incorporated into this Agreement by reference (and any such references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Award shall not be counted for purposes of calculating the aggregate number of Shares that may be issued under the Plan or for purposes of any limitations on awards under the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

This Award is intended to be granted as a one-time employment “inducement award” under Section 303A.08 of the New York Stock Exchange (“NYSE”) Listed Company Manual, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity compensation. This Agreement and the terms and conditions of this Award shall be interpreted in accordance and consistent with such exemption.

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

(a) “Affiliate” means, with respect to the Company, any company or other trade or business that controls, is controlled by or is under common control with the Company within the meaning of Rule 405 of Regulation C under the Securities Act, including, without limitation, any Subsidiary.

(b) “Board” means the Board of Directors of Veris Residential, Inc..

(c) “Cause” for termination of the Participant’s employment for purposes of this Agreement has the meaning set forth in the Participant’s Employment Agreement.

(d) “Change in Control” has the same meaning set forth in the Participant’s Employment Agreement. A Change in Control under this Agreement shall be considered a “Change in Control” for purposes of the Plan in accordance with Section 1.2(h) of the 2013 Plan.

(e) “Change in Control Period” has the same meaning set forth in the Participant’s Employment Agreement.

(f) “Common Stock” means the common stock, par value \$0.01 per share, of the Company (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(g) “Continuous Service” means the continuous service, without interruption or termination, as an employee, director, trustee, manager or member of, or with the approval of the Committee or the Board, consultant or advisor to the Company or an Affiliate. Continuous Service shall not be considered interrupted in the case of: (A) any approved leave of absence; (B) transfers among the Company and any Affiliate, or any successor, in any capacity of trustee, director, employee, manager, member, or with the approval of the Committee or the Board, consultant or advisor; or (C) any change in status as long as the individual remains in the service of the Company or any Affiliate of the Company in any capacity of employee, director, trustee, manager, member or similar function of, or (if the Committee or the Board specifically agrees that the Continuous Service is not uninterrupted) a consultant or advisor. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. Subject to the preceding sentence, whether a termination of Continuous Service shall have occurred for purposes of this Agreement shall be determined by the Committee or the Board, which determination shall be final, binding and conclusive.

(h) “Disability” has the meaning set forth in the Participant’s Employment Agreement.

(i) “Employment Agreement” means, as of a particular date, the executive employment agreement then in effect between the Participant, on the one hand, and the Company or one of its Subsidiaries, on the other hand, as amended or supplemented through such date.

(j) “Good Reason” for termination of the Participant’s employment for purposes of this Agreement has the meaning set forth in the Participant’s Employment Agreement.

(k) “Plan” means the Mack-Cali Realty Corporation Amended and Restated 2013 Incentive Stock Plan, as amended from time to time.

(l) “Qualifying Termination” means a termination of the Participant’s employment (i) by the Company without Cause or while the Participant has a Disability, (ii) by the Participant for Good Reason, or (iii) resulting from the Participant’s death.

(m) “RSU” or “Restricted Stock Unit” means a restricted stock unit of the Company’s Common Stock, either individually or in the aggregate, as the context may require.

(n) “RSU Dividend Equivalent Amount” means a dividend equivalent right associated with a RSU with respect to any cash dividends on Common Stock that have a record date after the Effective Date and prior to the applicable Settlement Date for such RSU.

(o) “Subsidiary” has the meaning set forth in the Plan.

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

(q) “Termination of Employment” means a “separation from service” of the Participant from the Company, as defined under Section 409A.

2. Grant of Awards. The Company hereby grants to the Participant [•] Restricted Stock Units (“RSUs”), which shall be subject to the vesting conditions set forth in Section 3 and the terms and conditions herein set forth (the “Award”).

3. Vesting. Subject to Section 5, one-third of the RSUs shall vest on each of the first, second, and third year anniversaries of the Effective Date, subject to the Participant’s Continuous Service with the Company through the applicable date(s) (each, a “Vesting Date” and such RSU that vests a “Vested RSU”).

4. Issuance of Common Stock.

(a) Settlement of Vested RSUs. Shares of Common Stock underlying a Vested RSU shall be transferred to the Participant as soon as administratively practicable following the applicable Vesting Date, but in no event later than the 15th day of the calendar month following the calendar month in which such Vesting Date occurs. No shares of Common Stock shall be issued to the Participant in respect of an RSU prior to the applicable Vesting Date. After an RSU becomes a Vested RSU, the Company shall promptly cause to be registered in the Participant’s name or in the name of the executor or personal representative of the Participant’s estate, as the case may be, one share of Common Stock in payment for each such Vested RSU. For purposes of this Agreement, the date on which Vested RSUs are converted into shares of Common Stock shall be referred to as the “Settlement Date.”

(b) Fractional RSUs. In the event the Participant is vested in a fractional portion of an RSU, such portion shall be rounded down to the nearest whole number.

5. Effects of Certain Events.

(a) Termination Because of Death/Disability. If the Participant experiences a Termination by reason of the Participant’s death or Disability, then the RSU shall vest with respect to a prorated number of RSUs as would otherwise be scheduled to vest on the next regularly scheduled vesting date described in Section 2(b)(i), with such proration based on the quotient obtained by dividing (x) the number of days elapsed between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and the date of Termination by (y) the total number of days between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and such next regularly scheduled vesting date. Any portion of the RSU that remains unvested after application of the preceding sentence shall immediately terminate and be forfeited without consideration.

(b) Termination without Cause; Resignation for Good Reason. If the Participant experiences a Termination by reason of (x) a termination of employment by the Company and its Subsidiaries without Cause (other than by reason of death or Disability), or (y) Participant’s resignation for Good Reason (in each case, whether during or following the Term of the Employment Agreement), any then-unvested portion of the RSU shall vest.

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(c) Other Terminations. If the Participant experiences a Termination for any reason other than as set forth in Sections 5(a)-(b) above, any then-unvested RSUs shall immediately terminate and be forfeited for no consideration.

(d) Release Requirement. Notwithstanding anything to the contrary in this Section 5, any additional vesting upon Termination provided in Sections 5(a)-(b) shall be conditioned on the Participant, or the representative of Participant’s estate, executing the Release (as defined in the Employment Agreement), and the period provided in such Release having expired without the Participant exercising the Participant’s right to revoke, not later than sixty (60) days after the Termination Date, and if the Participant fails to execute such Release, revokes the Release, or the revocation period has not yet expired by the end of such sixty (60) day period, the Participant shall have no right to any such payment or benefit.

(e) Change in Control. Notwithstanding the foregoing:

(i) In the event of a Qualifying Termination of the Participant’s Continuous Service during a Change in Control Period prior to the vesting of the RSUs, all unvested RSUs shall automatically and immediately vest as of the Termination Date. In such case, such number of RSUs shall be deemed vested in full and settled pursuant to Section 4(a), with the “Vesting Date” meaning the date of Termination.

(ii) If after a Change in Control the Company or its successor does not assume, convert, or replace any RSUs as calculated in Section 2 or Section 5, as applicable, with a security with substantially the same rights, privileges, preferences of the RSUs, then in each case the applicable RSUs described in Section 5, as applicable, shall immediately vest.

6. Dividend Equivalent Rights.

(a) Each RSU shall have a RSU Dividend Equivalent Amount that shall be paid concurrently with the corresponding Common Stock cash dividend, without regard to whether the RSU is a Vested RSU.

(b) The payment of the Dividend Equivalent Amounts, if any, will be net of all applicable withholding taxes pursuant to Section 7(g).

7. Miscellaneous.

(a) Administration. The Committee shall administer the Award.

(b) Agreement Subject to Plan; Amendment. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Award and RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail. The terms of the Agreement may be amended from time to time by the Committee in its sole discretion in any manner that it deems appropriate; provided, that any such amendment that would materially and adversely affect any right of the Participant shall not to that extent be effective without the consent of the Participant.

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

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

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

(f) Limitation on Stockholder Rights. The Participant shall have no rights as a stockholder of the Company, no dividend rights (subject to Dividend Equivalent Rights as set forth in Section 6), and no voting rights with respect to the RSUs and any shares of Common Stock underlying or issuable in respect of such RSUs until such shares of Common Stock are actually issued to and held of record by the Participant. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the shares of Common Stock, except for the Dividend Equivalent Rights as set forth in Section 6.

(g) Tax Withholding.

(i) Regardless of any action the Company takes with respect to any or all federal, state, or local income tax, employment tax or other tax-related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs (and the Dividend Equivalent Rights associated therewith) is and remains the Participant's responsibility and that the Company: (A) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the shares of Common Stock, the subsequent sale of shares of Common Stock acquired at vesting, and the receipt of any Dividend Equivalent Rights; and (B) does not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax Related Items. Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, the Participant acknowledges that the Company may be required to withhold or account for Tax Related Items in more than one jurisdiction.

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(ii) Prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Company, in its sole discretion, to satisfy all withholding and payment on account obligations for Tax Related Items of the Company. In this regard, the Participant authorizes the Company, in its sole discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant with respect to the RSUs by withholding in shares of Common Stock otherwise issuable to the Participant, provided that the Company withholds only the amount of shares of Common Stock necessary to satisfy the maximum statutory withholding amount using the Fair Market Value of the shares of Common Stock on the Settlement Date. Participant shall pay to the Company any amount of Tax Related Items that the Company may be required to withhold as a result of the RSUs that are not satisfied by the previously described method. The Company may refuse to deliver the shares of Common Stock to the Participant if the Participant fails to comply with Participant's obligations in connection with the Tax Related Items as described in this Section.

(h) Clawback Policy. The compensation under this Agreement shall be subject to being recovered under the Company's Clawback Policy, or any similar policy that the Company may adopt from time to time. For avoidance of doubt, compensation recovery rights to shares of Common Stock issued under this Agreement shall extend to any proceeds realized by the Participant upon the sale or other transfer of such shares of Common Stock.

(i) Section 409A Compliance. The Award, the RSUs, and the shares of Common Stock and amounts payable under this Agreement are intended either to be exempt from, or to comply with, the requirements of Section 409A, so as to prevent the inclusion in gross income of any benefits accrued hereunder in a taxable year prior to the taxable year or years in which such amount would otherwise be actually distributed or made available to the Participants. The Agreement shall be administered and interpreted to the extent possible in a manner consistent with that intent. Notwithstanding anything to the contrary in this Agreement, if the Participant is a "specified employee" within the meaning of Section 409A, no payments in respect of any Award or RSU that is "deferred compensation" subject to Section 409A and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A) shall be made to the Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company shall not be liable to the Participant or any other person for any payment made under this Plan that is determined to result in an additional tax, penalty, or interest under Section 409A, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A.

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(j) Section 280G of the Code. In the event that the accelerated vesting of the RSUs or the amounts payable under this Agreement, together with all other payments and the value of any benefit received or to be received by the Participant, would result in all or a portion of such payment being subject to excise tax under Section 4999 of the Code (the "Excise Tax"), then the Participant's payment shall be either (a) the full payment or (b) such lesser amount that would result in no portion of the payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state, and local employment taxes, income taxes, and the Excise Tax, results in the receipt by the Participant, on an after-tax basis, of the greatest amount of the payment notwithstanding that all or some portion of the payment may be taxable under Section 4999 of the Code. Any such reduction shall be made by the Company in compliance with all applicable legal authority, including Section 409A. All determinations required to be made under this Section shall be made by the nationally recognized accounting firm which is the Company's outside auditor immediately prior to the event triggering the payments that are subject to the Excise Tax, which firm must be reasonably acceptable to the Participant (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations of its determinations to the Company and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The Accounting Firm's determinations must be made with substantial authority (within the meaning of Section 6662 of the Code).

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of law provisions thereof. Any suit, action, or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New Jersey or the State of Maryland, and each of the Participant and the Company hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment. **EACH OF THE PARTICIPANT AND THE COMPANY HEREBY IRREVOCABLY WAIVES (I) ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY OR THE STATE OF MARYLAND, (II) ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM, AND (III) ANY RIGHT TO A JURY TRIAL.**

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

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

VERIS RESIDENTIAL, INC.

PARTICIPANT

By: _____
Name: Anna Malhari
Title: Chief Operating Officer

Name: Amanda Lombard

**VERIS RESIDENTIAL, INC.
STOCK OPTION AGREEMENT**

This Stock Option Agreement (this “Agreement”) between Veris Residential, Inc. (the “Company”) and Jeffrey Turkanis (the “Optionee”) shall be effective as of April [●], 2022 (the “Grant Date”).

This Option (as defined below) is being made and granted as a standalone award, separate and apart from, and outside of, the Mack-Cali Realty Corporation Amended and Restated 2013 Incentive Stock Plan (as amended from time to time, the “Plan”) and all other shareholder-approved equity compensation plans of the Company. Notwithstanding the foregoing, the terms, conditions, and definitions set forth in the Plan shall apply to this Agreement and the Option as if the Option had been granted under the Plan, and this Agreement shall be subject to such terms, conditions, and definitions, which are hereby incorporated into this Agreement by reference (and any such references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the Plan so incorporated, but shall not in any way imply or indicate that this Option was granted under the Plan). For the avoidance of doubt, the Option shall not be counted for purposes of calculating the aggregate number of Shares that may be issued under the Plan or for purposes of any limitations on awards under the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

This Option is intended to be granted as a one-time employment “inducement award” under Section 303A.08 of the New York Stock Exchange (“NYSE”) Listed Company Manual, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity compensation. This Agreement and the terms and conditions of this Option shall be interpreted in accordance and consistent with such exemption.

WITNESSETH:

1. Grant of this Option: The Company hereby grants to the Optionee, subject to the terms and conditions herein set forth, an option (this Option) to purchase from the Company all or any part of 250,000 Shares at a purchase price per Share equal to \$[•], subject to adjustment as provided herein and in the Plan. The Shares subject to this Option are collectively referred to as the “Option Shares.”

2. Terms and Conditions: It is understood and agreed that this Option evidenced hereby is not intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”). This Option may be exercised from time to time subject to the following:

(a) Expiration Date: This Option shall expire on the sixth (6th) anniversary of the Grant Date (the “Expiration Date”), unless earlier terminated as provided in Section 2(b).

(b) Vesting and Forfeiture of Option; Forfeiture of Shares; Expiration:

(i) General. This Option shall vest and become exercisable in three (3) substantially equal installments on each of the first three (3) anniversaries of the Grant Date (that is, the Option shall vest and become exercisable with respect to 83,333 Option Shares, 83,333 Option Shares, and 83,334 Option Shares on the first (1st), second (2nd), and third (3rd) anniversaries of the Grant Date, respectively), subject to Optionee’s continued employment with the Company and its Subsidiaries through each such date (except as otherwise provided in Section 2(b)(ii) or 2(b)(iii) below). For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, vesting of the Option shall not be accelerated solely on account of a Change in Control.

(ii) Termination Because of Death/Disability. If the Optionee experiences a Termination by reason of the Optionee’s death or Disability (as defined in the Grantee’s Executive Employment Agreement with the Company and Veris Residential, Inc., dated as of April [•], 2022, as amended from time to time (the “Employment Agreement”)), then the Option shall vest and become exercisable with respect to a prorated number of Option Shares as would otherwise be scheduled to vest on the next regularly scheduled vesting date described in Section 2(b)(i), with such proration based on the quotient obtained by dividing (x) the number of days elapsed between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and the date of Termination by (y) the total number of days between the previous vesting date described in Section 2(b)(i) (if none, the Grant Date) and such next regularly scheduled vesting date. Any portion of the Option that remains unvested after application of the preceding sentence shall immediately terminate and be forfeited without consideration, and the vested portion of the Option shall remain outstanding and exercisable until the Expiration Date.

(iii) Termination without Cause; Resignation for Good Reason. If the Optionee experiences a Termination by reason of (x) a termination of employment by the Company and its Subsidiaries without Cause (as defined in the Employment Agreement, and other than by reason of death or Disability), or (y) Optionee’s resignation for Good Reason (as defined in the Employment Agreement) (in each case, whether during or following the Term of the Employment Agreement), any then-unvested portion of the Option shall vest, and the Option shall remain outstanding and exercisable until the Expiration Date.

(iv) Other Terminations. If the Optionee experiences a Termination for any reason other than as set forth in Section 2(b)(ii)-(iv) above, any then-unvested portion of the Option shall immediately terminate and be forfeited for no consideration, and the vested portion of the Option shall remain outstanding and exercisable until the earlier of (x) thirty (30) days following such Termination, and (y) the Expiration Date.

(v) Release Requirement. Notwithstanding anything to the contrary in this Section 2, any additional vesting upon Termination provided in Sections 2(b)(ii)-(iv) shall be conditioned on Optionee, or the representative of Optionee’s estate, executing the Release (as defined in the Employment Agreement), and the period provided in such Release having expired without Optionee exercising Optionee’s right to revoke, not later than sixty (60) days after the Termination Date, and if Optionee fails to execute such Release, revokes the Release, or the revocation period has not yet expired by the end of such sixty (60) day period, Optionee shall have no right to any such payment or benefit.

(c) Exercise; Payment of Purchase Price Upon Exercise: Only the vested and outstanding portion of the Option may be exercised at any given time. Any outstanding and vested portion of this Option may be exercised by Optionee from time to time by written notice to the Company specifying the number of Option Shares as to which this Option is being exercised (which may be in electronic form pursuant to procedures established by the Company). At the time of any exercise, the purchase price of the Option Shares as to which this Option is being exercised shall be paid by Optionee to the Company (i) in cash, (ii) at the option of the Optionee, in Shares (including by withholding Option Shares), valued at the mean of the high and low sale prices of such stock on the New York Stock Exchange on the day of exercise (or via a broker-assisted

“cashless exercise” procedure made available by the Company), or (iii) at the option of Optionee, a combination thereof.

(d) Non-transferability: This Option shall not be transferable and may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed by Optionee other than by will or by the laws of descent and distribution (in which case, such transferee shall succeed to the rights and obligations of Optionee hereunder). During the lifetime of Optionee, this Option shall be exercisable only by Optionee (or his estate or legal representative in case of his death or Disability). If Optionee or anyone claiming under or through Optionee attempts to violate this Section, such attempted violation shall be null and void and without effect.

(e) No Rights as Stockholder: Optionee shall have no rights as a stockholder with respect to any Shares subject to this Option prior to the date of issuance to Optionee of a certificate or certificates for such shares (or evidence of book entry shares being recorded in the Company’s books and records).

(f) No Rights to Continued Employment: This Option shall not confer upon Optionee any right to continued employment with the Company or any subsidiary of the Company, or limit in any respect the right of the Company, the Board, or any subsidiary to terminate such employment or service at any time.

(g) Compliance With Laws and Regulations: This Option and the obligation of the Company to sell and deliver shares hereunder, shall be subject to all applicable federal and state laws, rules, and regulations and to such approvals by any governmental or regulatory agency as may be required. The Company shall not be required to issue or deliver any certificates for Shares prior to (i) the listing of such shares on any stock exchange on which the Shares may then be listed and (ii) the completion of any registration or qualification of such shares under any federal or state law, or any rule or regulation of any government body which the Board or the Committee shall, in its sole discretion, determine to be necessary or advisable. Moreover, this Option may not be exercised if its exercise, or the receipt of Shares pursuant thereto, would be contrary to applicable law. The Option Shares shall be registered on Form S-8 promptly following the grant of this Option.

3 . Withholding and Taxes: If required under applicable law, in connection with the exercise of this Option, the Optionee will pay to the Company any federal, state, or local or non-U.S. taxes of any kind required by law to be withheld with respect to such amount (the “Withholding Amount”). Payment of the Withholding Amount shall be made by the Optionee at Optionee’s election either (x) in cash, or (y) by transferring to the Company such number of Shares (including by withholding Option Shares) with a value equal to the Withholding Amount (or via a broker-assisted “cashless exercise” procedure made available by the Company). The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Optionee. The Option is intended to comply with Proposed Treasury Regulation 1.409A-1(b)(5)(iii)(E) and will be interpreted accordingly.

4 . Adjustment Provisions: In the event of (i) changes in the Shares by reason of stock dividends, spin-offs, split-ups, or combination of shares, reclassifications, recapitalizations, mergers, consolidation, reorganizations, or liquidations or (ii) any spin-off, extraordinary dividend, or distribution of assets, then in either case, appropriate adjustments shall be made by the Committee in (a) the number and class of shares thereafter subject to this Option and (b) the purchase price for the Option Shares as set forth above, in each case to prevent dilution or enlargement of the Optionee’s rights hereunder. Whether any adjustment or modification is required, and the amount thereof, shall be determined by the Committee, which determination shall be final and binding on all interested parties.

5 . Corporate Action by the Company: Existence of this Option shall not impair the right of the Company or its shareholders to make adjustments, recapitalizations, reorganizations, or other changes in its capital structure or business, to consummate any merger or consolidation of the Company, to issue bonds, debentures, preferred, or prior preference stocks ahead of or affecting the Shares or the rights thereof, to dissolve or liquidate the Company, to sell or transfer all or any part of its assets or business, or to do or take any other corporate act or proceeding it or they might have done or taken if this Option was not in existence.

6 . Interpretation: As a condition of granting of this Option, Optionee, and each person who succeeds to Optionee’s rights hereunder, agrees that any dispute or disagreement which shall arise out of or by reason of this Option shall be determined by the Committee in its sole discretion and such determination shall be final and binding on all interested parties. If no Committee is acting, its functions shall be performed by the Board, and each reference herein to the Committee shall, in that event, be deemed to refer to the Board. By accepting this Agreement, Optionee and each person claiming under or through Optionee shall be conclusively deemed to have indicated acceptance and ratification of, and consent to, the terms of the Plan as incorporated by reference herein (it being understood that this Option is not granted under the Plan, but has been granted as a standalone, one-time “inducement” award as described herein).

7 . Notices: Any notice hereunder to the Company shall be addressed to it at its principal office, and any notice hereunder to Optionee shall be addressed to Optionee at the residence address of Optionee as noted in the Company’s files, subject to the right of either party to designate at any time hereafter in writing some other address.

8 . Binding Effect: This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Optionee.

9 . Entire Agreement. This Agreement contains the entire understanding of the Company and Optionee with respect to the subject matter hereof. For the avoidance of doubt, the grant of this Option is in complete satisfaction of the “Sign-On Stock Option Award” described in Section 4(b)(iv)(B) of the Employment Agreement.

10. Governing Law: This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Maryland.

OPTIONEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT, EXPRESS OR IMPLIED, SHALL CONFER UPON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT WITH THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH OPTIONEE’S RIGHT OR THE COMPANY’S RIGHT TO TERMINATE OPTIONEE’S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE.

[signature page follows]

IN WITNESS WHEREOF, Veris Residential, Inc. has caused this Agreement to be executed by its duly authorized officer, and Optionee has executed this Agreement, both as of the date and year first above written.

By: _____
Name: Anna Malhari
Title: Chief Operating Officer

Name: Jeffrey Turkanis

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Veris Residential, Inc. of our report dated February 23, 2022 relating to the financial statements, financial statement schedules and the effectiveness of internal control over financial reporting, which appears in Veris Residential, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ PricewaterhouseCoopers LLP
New York, New York
April 18, 2022

Calculation of Filing Fee Tables

Form S-8
(Form Type)Veris Residential, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.01	Other	250,000 ⁽²⁾	\$ 16.76 ⁽³⁾	\$ 4,190,000	\$0.0000927 (\$92.70 per \$1,000,000)	\$ 388.41
Equity	Common Stock, par value \$0.01	Other	\$ 425,000 ⁽⁴⁾	N/A	\$ 425,000	\$0.0000927 (\$92.70 per \$1,000,000)	\$ 39.40 ⁽⁷⁾
Equity	Common Stock, par value \$0.01	Other	\$ 400,000 ⁽⁵⁾	N/A	\$ 400,000	\$0.0000927 (\$92.70 per \$1,000,000)	\$ 37.08 ⁽⁷⁾
Equity	Common Stock, par value \$0.01	Other	\$ 150,000 ⁽⁶⁾	N/A	\$ 150,000	\$0.0000927 (\$92.70 per \$1,000,000)	\$ 13.91 ⁽⁷⁾
Total Offering Amounts					\$ 5,165,000		\$ 478.80
Total Fee Offsets							\$ 0
Net Fees Due							\$ 478.80

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall include any additional shares of common stock of Veris Residential, Inc. (the "Registrant"), \$0.01 par value per share ("Common Stock"), that may become issuable as a result of any stock split, stock dividend, recapitalization or other similar transaction.
- (2) Represents 250,000 shares of Common Stock that are issuable upon the exercise of stock option awards granted to granted to Jeffrey Turkanis, in accordance with Section 303A.08 of the New York Stock Exchange Listed Company Manual, to induce him to accept employment with the Registrant as its Executive Vice President and Chief Investment Officer.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h) under the Securities Act. The offering price per share and aggregate offering price are based upon the average of the high and low prices per share of common stock of the Registrant as reported on The New York Stock Exchange on April 14, 2022, which was \$16.76 per share.
- (4) Represents shares with an aggregate market value of \$425,000 of Common Stock that are issuable upon the settlement of restricted stock units granted to Mr. Turkanis, in accordance with Section 303A.08 of the New York Stock Exchange Listed Company Manual, to induce him to accept employment with the Registrant as its Executive Vice President and Chief Investment Officer.
- (5) Represents shares with an aggregate market value of \$400,000 of Common Stock that are issuable upon the settlement of restricted stock units granted to Taryn Fielder, in accordance with Section 303A.08 of the New York Stock Exchange Listed Company Manual, to induce her to accept employment with the Registrant as its Executive Vice President, General Counsel and Corporate Secretary.
- (6) Represents shares with an aggregate market value of \$150,000 of Common Stock that are issuable upon the settlement of restricted stock units granted to Amanda Lombard, in accordance with Section 303A.08 of the New York Stock Exchange Listed Company Manual, to induce her to accept employment with the Registrant as its Chief Financial Officer.
- (7) Calculated in accordance with Rule 457(o) of the Securities Act.